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**REQUEST FOR PROPOSALS**

**EVENT ID: BBRFP46269 – :**

**Consultancy Services to Design, Build, Pilot and Install a Web Based Integrated Crime Management Information System**

**Strengthening Evidenced Based Decision Making for Citizen Security in the Caribbean - CARISECURE**

UNDP Barbados and the OECS

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**United Nations Development Programme**

April 30, 2018

**Section 1. Notice of Invitation**

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 Notice of Invitation

Section 2 – Instructions to Proposers (including Data Sheet)

Section 3 – Terms of Reference

Section 4 – Proposal Submission Form

Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer

Section 6 – Technical Proposal Form

Section 7 – Financial Proposal Form

Section 8 – Form for Proposal Security *[disregard, if not required as per Data Sheet]*

Section 9 – Form for Performance Security *[disregard, if not required as per Data Sheet]*

Section 10 – Form for Advanced Payment Guarantee *[disregard, if not required as per Data Sheet]*
Appendix A – Instructions manual for use of the eTendering system by suppliers.

Appendix B – Terms and Conditions for use of online eTendering system.

Appendix C – Sample Contract, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through UNDP eTendering online system (**https://etendering.partneragencies.org)**, or via electronic submission (email) to procurement.bb@undp.org, **depending on “Allowable Manner of Submitting Proposals” indicated in this document below**.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation” button no later than five (5) days after the publication of this notice*.* If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,

 UNDP Procurement Unit

**Section 2: Instruction to Proposers[[1]](#footnote-2)**

**Definitions**

1. *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
2. “*Country”* refers to the country indicated in the Data Sheet.
3. *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
4. *“Day”* refers to calendar day.
5. *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
6. *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
7. *“NOI”* (Section 1 of the RFP) refers to the Notice of Invitation sent by UNDP to Proposers.
8. *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
9. *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
10. *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
11. *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
12. *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
13. “*Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
14. *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.
15. **GENERAL**
16. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.

3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See

<http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf> and <http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/> for full description of the policies)

5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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:

### 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;

### 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

### 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

### 6.1 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

### 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

### Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers 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 entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

1. **CONTENTS OF PROPOSAL**

**9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

* 1. Proposal Submission Cover Letter Form (see RFP Section 4);
	2. Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
	3. Technical Proposal (see prescribed form in RFP Section 6);
	4. Financial Proposal (see prescribed form in RFP Section 7);
	5. Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8); A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time]
	6. Any attachments and/or appendices to the Proposal.
1. **Clarification of Proposal**
	1. Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.

10.2 UNDP shall endeavour to provide such 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.

**11. Amendment of Proposals**

11.1 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 Proposer, modify the RFP in the form of a Supplemental Information to the RFP that will be uploaded in the system and made available to all Invited Proposers. All prospective Proposers (Proposers who have “accepted the Bid Invitation” in the system) will be notified that changes have occurred through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

**C. PREPARATION OF PROPOSALS**

1. **Cost**

The Proposer 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 in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

1. **Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

1. **Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

1. **Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DSNo. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

* + 1. A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
		2. Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
	1. Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

* + 1. If the Proposer withdraws itsoffer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
		2. If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
		3. In the case the successful Proposer fails:
		4. to sign the Contract after UNDP has awarded it;
		5. to comply with UNDP’s variation of requirement, as per RFP clause 35; or
		6. 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 Proposer.
1. **Financial Proposals**

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. 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.

1. **Currencies**

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

* 1. 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
	2. In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.
1. **Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP’s satisfaction. These include, but are not limited to, the following:

* 1. That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods’ manufacturer or producer to supply the goods in the country of final destination;
	2. That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
	3. That, to the best of the Proposer’s knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP’s list of suspended and removed vendors.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

1. they have at least one controlling partner, director or shareholder in common; or
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or
3. they have the same legal representative for purposes of this RFP; or
4. 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 Proposer regarding this RFP process;
5. they are subcontractors to each other’s Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
6. an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.
7. **Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along 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.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

1. Submit another proposal, either in its own capacity; nor
2. As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

1. Those that were undertaken together by the joint venture; and
2. Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture’s Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

1. **Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. 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.

1. **Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date alsoindicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers 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.

1. **Proposer’s Conference**

When appropriate, a proposer’s conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer’s conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

**D. SUBMISSION AND OPENING OF PROPOSALS**

1. **Submission**
	1. The Financial Proposal and the Technical Proposal MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each document shall include the Proposer’s name and address**.** The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for failing to encrypt the financial proposal.
	2. In the unlikely and exceptional event that the Bidder encounter technical problems when submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DS nos. 22 & 23). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated. ***Bids submitted via email which do not have prior authorization by UNDP will not be accepted***.
	3. Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Annex V.
2. **Withdrawal, Substitution, and Modification of Proposals**
	1. Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
	2. A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by cancelling or editing their bid in the system.
3. **Confidentiality**

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.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer’s submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer’s submission shall not be discussed.

**E. EVALUATION OF PROPOSALS**

1. **Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

1. **Evaluation of Proposals**
	1. The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25)**.** Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.
	2. In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

 + (FP Rating) x (Weight of FP, e.g., 30%)

**Total Combined and Final Rating of the Proposal**

* 1. UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:
		1. Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
		2. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
		3. Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
		4. Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
		5. Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;
		6. Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
		7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
1. **Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP’s request for clarification and the response shall be in writing. Notwithstanding the written communication, 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 Clause 32.

Any unsolicited clarification submitted by a Proposer 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.

1. **Responsiveness of Proposal**

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.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

1. **Nonconformities, Reparable Errors and Omissions**

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.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer 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 Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

### 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;

### 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

### if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

**F. AWARD OF CONTRACT**

1. **Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

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 Proposer(s) of the grounds for UNDP’s action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN’s Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See

<http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/> for details)

1. **Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

1. **Right to Vary Requirements at the Time of Award**

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.

1. **Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall 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 Proposer with the second highest rated Proposal, or call for new Proposals.

1. **Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

1. **Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP’s preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

1. **Vendor Protest**

UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

**Instructions to Proposers**

**DATA SHEET**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **DS No.[[2]](#footnote-3)** | **Cross Ref. to****Instruc-tions** | **Data** | **Specific Instructions / Requirements** |
| 1 |  | Project Title: | Strengthening Evidenced Based Decision Making for Citizen Security in the Caribbean (CARISECURE) |
| 2 |  | Title of Services/Work: | Consultancy Services to Design, Build, Pilot and Install a Web Based Integrated Crime Management Information System |
| 3 |  | Lot#/ Country (ies) | Antigua, Barbados, Guyana, St. Lucia, St. Kitts and Nevis, St. Vincent and the Grenadines and Suriname |
| 4 | C.13 | Language of the Proposal:  | [x]  English  |
| 5 | C.20 | Conditions for Submitting Proposals for Parts or sub-parts of the TOR | [x]  Not allowed  |
| 6 | C.20 | Conditions for Submitting Alternative Proposals   | [x]  Shall not be considered |
| 7 | C.22 | Pre-proposal conference  | [ ]   |
| 8 | C.21 | Period of Proposal Validity commencing on the submission date | [x]  120 days |
| 9 | B.9.5C.15.4 b) | Proposal Security  | [x]  Not Required |
| 10 | B.9.5 | Acceptable forms of Proposal Security [[3]](#footnote-4) | [x]  Not Required |
| 11 | B.9.5C.15.4 a) | Validity of Proposal Security | N/A |
| 12 |  | Advanced Payment upon signing of contract  | [x]  Not allowed |
| 13 |  | Liquidated Damages | [x]  Will not be imposed  |
| 14 | F.37 | Performance Security | [x]  RequiredThe payment of 25% of the total contract value held as retention money until final certification of acceptance of all contract outputs/deliverables. The term “acceptance” shall not be equated with “mere receiving” of outputs/deliverables |
| 15 | C.17,C.17 b) | Preferred Currency of Proposal and Method for Currency conversion | [x]  United States Dollars (US$) |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/ questions | 5 working days after the publication date. |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions[[4]](#footnote-5)  | Focal Person in UNDP: **Procurement Unit**Email address dedicated for this purpose: **procurement.bb@undp.org** |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Uploaded in the system. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system. |
| 19 |  | No. of copies of Bid that must be submitted  | Only one proposal to be submitted in the system.  |
| 20 |  | Bid submission address | [x]  Online: <https://etendering.partneragencies.org> |
| 21 | C.21.1D.24 | Deadline of Bid Submission  | Date and Time: As specified in the system (*note that time zone indicated in the system is New York Time zone*).**PLEASE NOTE:-**1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.  |
| 22 | D.23.2 | Allowable Manner of Submitting Proposals | [x]  Online bidding in eTendering module. |
| 23 | D.23.2D.26 | Conditions and Procedures for electronic submission and opening, if allowed | [x]  Free from virus and corrupted files**FOR SUBMISSION BY ETENDERING**[x]  Format: PDF files only (password-protect *Financial* proposal only; DO NOT PASSWORD-PROTECT OTHER DOCUMENTS)[x]  Password for the Financial proposal must not be provided to UNDP until it is formally requested by UNDP; at such time, password to be sent via email with the *Mandatory subject of email* (DS. 36) and the words “Financial proposal password” |
| 24 | E.29.2E.29.3F.34 | Evaluation method to be used in selecting the most responsive Proposal | [x]  Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% |
| 25 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)  | [x]  Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured [x]  Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder [x]  Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation[x]  Trade name registration papers, if applicable[x]  Local Government permit to locate and operate in the current location of office or factory [x]  Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any [x]  Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 3 years / Bank Letter confirming company’s financial soundness / Audited financial statements for the last three years if not previously submitted[x]  Statement of Satisfactory Performance from the Top *3* Clients in terms of Contract Value the past *5 years*[x]  List of Bank References (Name of Bank, Location, Contact Person and Contact Details) [x]  All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. |
| 26 | C.15.2 | LatestExpected date for commencement of Contract | *See Below Section 3 TOR* |
| 27 | C.15.2 | Expected duration of contract (Target Commencement Date and Completion Date) | See Below Section 3 TOR |
| 28 |  | UNDP will award the contract to: | [x]  One Proposer only |
| 29 | E.29.2F.34 | Criteria for the Award of Contract and Evaluation of Proposals | (See Tables below) |
| 30 | E.29.4 | Post-Qualification Actions | [x]  Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; [x]  Validation of extent of compliance to the requirements and evaluation criteria based on what has so far been found by the evaluation team;[x]  Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; [x]  Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; |
| 31 |  | Conditions for Determining Contract Effectivity | [x]  Others *Adherence to UNDP General Terms and Condition for Professional Services* |
| 32 |  | Other Information Related to the RFP[[5]](#footnote-6) | *Not Applicable* |
| 33 |  | Mandatory subject of email | [**BBRFP46269** – “Your Company Name”] |

**EVALUATION CRITERIA**

|  |  |  |
| --- | --- | --- |
| Summary of Technical Proposal Evaluation Forms | Score Weight | Points Obtainable |
|
| 1. | Expertise of Firm / Consortium  | 30% | 330 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 40% | 440 |
| 3. | Management Structure and Key Personnel | 40% | 440 |
|  | **Total** | **1210** |

|  |  |
| --- | --- |
| Technical Proposal EvaluationForm 1 | Points obtainable |
|
| **Expertise of the Firm/Organization** |
| 1.1 | Reputation of Firm and Staff / Credibility / Reliability / Industry Standing | 70 |
| 1.2 | General Organizational Capability which is likely to affect implementation * Financial stability
* loose consortium, holding company or one firm
* age/size of the firm
* strength of project management support
* project financing capacity
* project management controls
 | 90 |
| 1.3 | Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.) | 20 |
| 1.4 | Quality assurance procedures, warranty | 30 |
| 1.5 | Relevance of:* Specialised Knowledge
* Experience on Similar Projects
* Experience with training particularly related to crime and violence policy making and programming
* Work for UNDP/ major multilateral/ or bilateral programmes
 | 120 |
|  | 330 |

|  |  |
| --- | --- |
| Technical Proposal EvaluationForm 2 | Points Obtainable |
|
| **Proposed Methodology, Approach and Implementation Plan** |
| 2.1 | To what degree does the Proposer understand the task? | 60 |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 50 |
| 2.3 | Are the different components of the project adequately weighted relative to one another? | 40 |
| 2.4 | Is the proposal based on a project requirement and was this data input properly used in the preparation of the proposal?  | 55 |
| 2.5 | Is the conceptual framework adopted appropriate for the task? | 65 |
| 2.6 | Is the scope of task well defined and does it correspond to the TOR? | 120 |
| 2.7 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 50 |
|  |  | 440 |

|  |  |
| --- | --- |
| Technical Proposal EvaluationForm 3 | Points Obtainable |
|
|
| **Management Structure and Key Personnel** |
| 3.0 | Lead Consultant | 140 |
|  | General Qualification/Suitability for the Project |  |
| 3.1 | - Experience in data architecture, designing, development and supporting  implementation of computer web-enabled IMS. | 40 |
| 3.2 | - Minimum of ten years experience in system and software development with at least 5 Years in web enabled IMS development in similar projects | 30 |
| 3.3 | - Training Experience | 10 |
| 3.4 | - Professional Experience in the area of specialisation | 20 |
| 3.5 | - Experience in web services integration | 20 |
| 3.6 | - Experience in crime information management and development of crime information  systems | 20 |
|  |  |  |
| 4.0 | Data Base Designer | 120 |
|  | General Qualification/ Suitability for the Project |  |
| 4.1 | - Minimum of five years experience in designing database  For integrated software having multiple modules | 25 |
| 4.2 | - Professional Experience in the area of specialisation | 25 |
| 4.3 | - Knowledge and prior experience in similar system design | 40 |
| 4.4 | - Data base Language Qualifications | 30 |
|  |  |  |
| 5.0 | System Architect/System Analyst |  90 |
|  | General Qualification/ Suitability for the Project |  |
| 5.1 | - Minimum of five years in design of database for  integrated software having multiple modules | 20 |
| 5.2 | - Training Experience | 20 |
| 5.3 | - Professional Experience in the area of specialisation | 25 |
| 5.4 | - Experience in change management, systems  documentation and training delivery | 25 |
|  |  |  |
| 6.0 | MIS Programmers | 90 |
|  | General Qualification/ Suitability for the Project |  |
| 6.1 | - Minimum of (5) years of experience in database and software development and  maintenance |  45 |
| 6.2 | - Minimum of (5) years of experience in writing computer/database  programming language such as JQuery, MySQL, PHP, HTML, CSS, Java Script and GIS  |  45 |
|  |  |  |
|  | Total Part 3 | 440 |

Section 3: Terms of Reference (TOR)[[6]](#footnote-7)

**TERMS OF REFERENCE**

**Consultancy Services to Design, Build, Pilot and Install a Web Based Integrated Crime Management Information System**

**Project:** Strengthening Evidenced Based Decision Making for Citizen Security in the Caribbean (CARISECURE)

**Beneficiary Countries:** Barbados, Guyana, St. Lucia and St. Kitts and Nevis

**Duration of Project:** 360 days within a period of Sixteen (16) months

**Type of contract:** Firm / Consortium

**Expected start date**: August 2018

## Background

The United Nations Development Program (UNDP) - Regional Bureau for Latin America and the Caribbean (RBLAC) in collaboration with the UNDP Caribbean network of offices – Guyana, Jamaica, Trinidad and Tobago, Suriname, Barbados and the OECS undertook the formulation of a first Caribbean-wide Human Development Report (CHDR) on Citizens’ Security. Using Global UNDP HDR processes, analysis and methodologies, the Caribbean HDR reviewed crime and security in the Caribbean with data analysis and information from a human development perspective. The report defines short and medium term policy recommendations based on the social aspects of security which impact on citizen safety, youth violence, education, unemployment and inequality, inclusive economic growth, migration, and drug use and alcohol abuse.  One of the primary recommendations from the report is the urgent need for the region to shift from traditional concepts of state security to a broader multidimensional concept that focuses on citizen security and safety and wellbeing of Caribbean citizens.

While the CHDR victimization survey points to high levels of fear of violent crime amongst citizens and the failing of existing policies and approaches, stimulating robust public discourse on the topic presented a challenge. Given the region’s dependency on tourism as its main foreign exchange earner, enlisting the full and unconditional support of regional parliamentarians on the matter of facilitating rigorous public debate is critical. Reliable crime statistics are critical for measuring changes in crime levels, monitoring of national and regional responses, developing and evaluating effectiveness of citizen security policies, supporting the analysis and understanding of national and regional crime trends. Collection and organization of data into a statistical form is required to produce valuable information for use in decision-making and to allow for comparison of crime statistics across time and between countries. Lack of reliable and comparable national, sub-regional and regional statistics makes it difficult to fully comprehend the impact of crime and violence, and to inform the citizen security policies and strategies needed to effectively respond to these challenges.

An assessment of youth, insecurity and juvenile justice systems, conducted by USAID/ESC in the Caribbean point at the lack of standardized data on crime and violence and their drivers. Raw data is available in different forms and at different stages of the criminal justice process due to the diversity of entities that generate security statistics, the absence of clear guidelines, and weak inter-institutional coordination and information sharing.

National consultations and assessments conducted by UNDP in the Eastern and Southern Caribbean point at four interrelated key problems: 1. Deficient evidence-based citizen security policies due to 2. Lack of reliable and comparable national and regional statistics, 3. Weak coordination at national, sub-regional and regional levels, and, 4. Weak institutional and CSO capacities. 4) The importance of up-to-date data inform prevention programme design, monitoring and evaluation.

The data gaps resulting from these challenges are further aggravated by different definitions of security concepts, non-standardized indicators and inconsistent use of information; dispersion of information and a multiplicity of information sources; sporadic initiatives in the area of information management; lack of unified technical criteria and permanent technical capacities within the national and regional institutions; absence or lack of understanding of a preventive focus in information management; low citizen participation in discussions on citizen security; and absence of mechanisms and capacities to mainstream gender into the analysis and management of citizen security related information and public policies.

Based on this, UNDP seeks to work with countries in the Eastern and Southern Caribbean (Antigua and Barbuda, Barbados, Commonwealth of Dominica, Grenada, Guyana, Saint Lucia, Saint Kitts and Nevis, Saint Vincent and the Grenadines, Suriname, and Trinidad and Tobago) to improve institutional capacity for evidenced based decision making on youth crime and violence policy making and programming.  The focus of this project will be in improving data collection, analysis and use of data for decision making on youth crime policy making and programming.  The project intends to achieve two components: 1) improving the quality, comparability and reliability of data and information and youth crime and violence; 2) and regional collaboration and networking on youth crime and violence strengthened. These components will be achieved by improving regional and national institutional capacity to collect, monitor, and analyze citizen security and apply it to decision-making and policy formulation at both levels.

In March 2017, CARISECURE beneficiary countries participated in a study tour and knowledge exchange in Belize. During the tour participants were exposed to the processes and current practices in Belize that support automated data collection, analysis, and sharing amongst government agencies and with the public. After the study tour, there was a request from participants for the CariSECURE project to consider a crime-reporting database that is shared by all via a network, and which permits access by different users. To advance the recommendations made by project beneficiaries, UNDP is seeking to contract a Company to propose a robust Functional Information Management System with a three year support service. The Company will therefore cover the design/customization of a web enabled activity database, linking and integration of the activity database with existing databases to produce a web enabled Integrated Management Information System generating dashboard type information.

**Objective**

The Objective of the consultancy is the following:

* To design, build, pilot and install a web based integrated crime management information system, which can adequately integrate information from different systems across

Police, Prosecution, Prison and Probation departments in the Eastern and Southern Caribbean and generate graphs and tables.

* The web based system should utilize geo-localization capability to generate hot spots and crime maps using static or time series data;
* A comprehensive and secure program database, consistent with national infrastructure and capacity requirements of CARISECURE, based on pre-determined indicators and reporting requirements;
* Detailed hardware and infrastructure requirements based on each country:-
	+ Recommended minimum upload and download speeds based on available ISPs in each country;
	+ Detailed Equipment specifications based on the minimum system requirements of the chosen database (Servers, Switches, Laptops, PCs, Monitors);
	+ Provisions for the capturing, cleaning and migration of any existing historical data; and,
* Full standard procedures and guidelines for maintaining the database, and the integrated system;
* The system must be able to integrate information from other existing and planned systems.

**Features of the MIS**

* Be searchable based on flexible queries;
* Reduce duplication of effort in the compilation of information;
* Have provision for the inclusion and the uploading of crime related documents including dashboards, reports, graphs and charts;
* Be able to store and retrieve crime and crime related information;
* Provide security with relevant permission settings for access to various levels of information;
* Generate agreed forms and custom filtered reports;
* Track quantitative and qualitative key performance indicators of crime based on the CariSECURE Toolkit and be able to track implementation progress based on such indicators;
* Send email alerts of required actions to selected users;
* Be able to integrate with other already existing or planned software;
* Provide detailed context-sensitive help material for all the possible actions and scenarios on all user interfaces in the application;
* Provide an interface for the user to log any defects or enhancement requests on the application and track thereafter;
* Provide an audit trail capable of automatically capturing and storing information about:
* All the actions (create/read/update/delete) that are taken upon the critical entities (case, suspect, property,…) in the system;
* The user initiating and or carrying out the action;
* The date and time of the event.
* Administrative parameters;
* Provide for role-based control for the functionality within the system;
* Allow changes to security attributes for groups or users (such as access rights, security level, privileges, password allocation and management) to be made by system administrator;
* Provide End User and Administrator functions which are easy to use and intuitive throughout;
* Acceptable opening/download times: Application pages should be designed and implemented so that there are acceptable opening times and download times for the expected range of technical contexts of use (e.g. bandwidth between the application and the user);
* Providing a site map: A separate navigation overview such as a site map should be provided for application showing the structure of the site in an overview form;
* The System shall be scalable and must not have any features which would preclude use in small or large police stations, with varying numbers of cases handled.
* Utilize geo-localization capability to generate hot spots and crime maps using static or time series data;
* Permit the system administrator to update setup and configuration tables its corresponding interfaces In order for the system to be customizable depending on the jurisdiction being use.

The crime information system must be adaptable by having a platform that can be built upon as need and technology evolves. It must also be intuitive, friendly and vital to its users.

**Duration**

The overall assignment is expected to last **10 – 16 months** and does not preclude simultaneous execution of activities to take advantage of synergies**.** It is estimated that Phase I (Design) may take up to six (6) months to complete, and Phase II (Build, Install and Pilot), ten (10) months. It is also envisioned that the consultancy will include a three year support service agreement as well.

**Deliverables**

The main deliverables of **Phase I** are:

1. An **Inception Report** on the approach, process, and methodologies for this consultancy. The Inception Report must include a detailed work plan and schedule of the activities and phases of work, with milestones and risks, to be undertaken during the consultancy. The information should be submitted with a Gantt chart. This will include a meeting with Carisecure stakeholders where the consultant must provide, in the form of a PowerPoint presentation, the details of the Inception Report with a view to receiving and incorporating any comments into the first Progress Report;
2. Depending on work-plan, **provide four (4) progress or status reports** on the deliverables in Phases I and II;
3. Based on the Functional Specifications Report already created, design a web-based integrated crime information system. As part of this deliverable, the Consultant Company must create the design using a software application;

The main deliverables of **Phase II** are:

1. Subject to approval of the design, build the beta version of the crime information system; that is, a fully functional system to allow for review and testing;
2. Source code for the beta version should be handed over and should be well documented. (i.e., properly commented for readability of the code.)
3. After the beta version has been approved, provide user-friendly manuals that are understood by non-IT technical people. The manuals include a User Manual (based on users’ unique roles and which maps data entry, changing passwords, report generation etc.) and an Administration Manual (procedures, schema, security controls, file location, a set of supporting protocols -XML, TCP/IP, etc.);
4. Design and execute a training of trainer program for users to be designated as system administrators/trainers of the crime information system in the pilot countries. As part of this deliverable, the consultant company is to provide a course outline for the training. Training should also include the maintenance of the crime information system. This includes, but should not be limited to, making modifications to the system, maintaining the database, and understanding the code structure.
5. Pilot and test the crime information system. The piloting phase must include users from the three pilot countries. The Consultant is to be available to receive and incorporate the feedback from users throughout this phase;
6. Hand over the modified source code for the production version of the application. This should be well documented, including changes (i.e., properly comment where changes were made and document modifications for readability of the code).
7. Transfer the system into the production (live) and test environments.
8. Three year service level contract signed;

**Fee Payment Schedule**

1. Submission of the Inception Report (IR); and hosting an orientation meeting done in a PowerPoint presentation format that incorporates participants’ comments and feedback in order to finalize the work plan. Payment will be made on the acceptance of the final Inception report;
2. Submission and acceptance of the System Design Report and the first Status Report.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Phase** | **Deliverables** | **Percentage of Cost** | **Payment Percentage**  | **Time to Complete** |
| **Phase I** |  |  |  |  |
| Item 1 | * Inception Report
 |  10% | 10% | 10 days |
| Item 2 | * System Design
* Prototype and Database Design
* First Status Report
 | 15% | 15% | 90 days |
| **Phase II** |
| Item 3 | * Beta-Version of crime information system produced
* Administrator’s Manual
* User’s Manual
* Second Status Report
 | 25% | 25% | 60 days |
| Item 4 | * Training course outline
* Execution of Training
* Third Status Report
* Training Programme
 | 10% |  | 15 days |
| Item 5 | * Crime information system in both testing and production environments
* Deploy in pilot countries and produce Evaluation Report
* Fourth Status Report
 | 15% | 25% | 60 days |
| Item 7 | * Production Release and Maintenance
* Source Code of final crime information system
 | 10% | 40 days |
| Item 8 | * Retention 25% of the total contract value held as retention money until final certification of acceptance of all contract outputs/deliverables
 | 25% | 25% | Final acceptance by UNDP  |

1. Submission and acceptance of the functional beta version of the crime information system and the Administrator’s and User Manuals. The properly documented source code should be submitted along with the Beta Version of the crime information system. The manuals are to be accompanied by the second Status Report on the works carried out for the completed system’s analysis, the design phase and the testing of the beta version of the crime information system;
2. Submission and acceptance of the training course outline and execution of the training. A third Status Report is to be provided after the training program;
3. Submission and acceptance of the crime information system, where the system must exist in both the production and test environments; and submission and acceptance of the ex-post evaluation of the operational and institutional aspects of the crime information system. This evaluation is to be accompanied by the fourth Status Report; and
4. The launch of the crime information system. The submission of the crime information system must also include the submission of the source code for the production release of the application.
5. A three year service agreement contract developed and signed.

**Qualifications and Experience**

The Consultancy Firm must have the following disciplines and skills:

***Lead Consultant:*** Must possess at least Master Degree in Computer Science or IT or any other related field. The consultant should have prior experience in data architecture, designing, developing and supporting implementation of a computerized and web-enabled IMS. Minimum of 10 years of experience in systems and software development which includes at least 5 years of experience in web enabled IMS development of comparable projects His/her main objectives will be to train system administrators from the pilot countries in the program’s operation and to ensure that the system works to suit the operational requirements identified by the operational consultants. The lead consultant should also have experience in web services integration and experience in communicating with the public about crime information management issues. In addition, the lead consultant must have good knowledge and work experience with developing crime information systems in the Caribbean.

**Data base designer:** Database designer should be at least a Bachelor degree in IT/ Computer Science/ any other related field with at least 5 years of experience in designing of database for integrated software having multiple modules. The candidate should also have at least five (5) years’ experience in writing computer/database programming language such as JQuery, MySQL, PHP, HTML, CSS, Java Script and GIS.

**System Architect/System Analyst:** System Architect/System Analyst should be at least a Bachelor degree in IT/ Computer Science/ any other related field with at least 5 years of experience in designing of database for integrated software having multiple modules. The candidate should also have at least five (5) years’ experience in change management, systems documentation and training delivery.

**MIS programmers:** At least two (2) programmers with an Associate’s Degree or higher degree/qualifications in computer sciences, IT, or related field. At least five (5) years of experience in database and software development and maintenance. The candidate should also have at least five (5) years’ experience in writing computer/database programming language such as JQuery, MySQL, PHP, HTML, CSS, Java Script and GIS;

**Reporting Requirements**

The following requirements must be observed for all reports submitted as part of the consultancy.

1. All reports must be submitted in English.
2. All reports to be submitted must be clearly identified (inception report, progress report etc.).
3. All reports must be submitted in triplicate hard copies and one soft (electronic) copy. Drafts are to be submitted in Microsoft Word (unless the nature of the report calls for specialized formats, e.g. Microsoft Project, Microsoft Excel) and Adobe PDF for the final and approved document.
4. All reports must be submitted to the CariSECURE Team Leader.

**Client’s Inputs**

The Client will provide the following:

1. The Functional Specifications document;
2. The CariSecure Toolkit and other related documents;
3. Other inputs negotiable

## Institutional Arrangements

The Team Leader will report directly to the CariSECURE Strategic Team Leader with support from the UNDP contracted MIS Technical Specialists. At the end of the contracted time period, the contracted firm/consortium shall submit all project outputs to the Project Management Unit (PMU), which will be assessed for validity and completeness of required information, and should be in the desired format identified by UNDP. Upon approved by the PMU, all outputs become the property of UNDP.

## Reporting Requirements

All deliverables should be submitted with Microsoft Word format and a PDF format for web publishing. If relevant, copies of high resolution maps and graphics should also be submitted to the J-CCCP Project Manager.

The contracted firm/consortium will provide monthly briefs and updates to the Project Manager and the respective UNDP personnel on the progress of the work, challenges encountered, risks foreseen, proposed or taken mitigation measures, and areas where UNDP support may be required.

Section 4: Proposal Submission Form[[7]](#footnote-8)

To: Stephen O’Malley – UN Resident Representative

Dear Sir/Madam:

 We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [*insert: Date*] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal in separate files. Financial Proposal is password protected as required by UNDP.

We hereby declare that:

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

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

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

 Contact Details:

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

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form[[8]](#footnote-9)

Date: *[insert date (as day, month and year] of Proposal Submission*]

RFP No.: *[insert number]*

Page \_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_ pages

|  |
| --- |
| 1. Proposer’s Legal Name *[insert Proposer’s legal name]* |
| 2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]* |
| 3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]* |
| 4. Year of Registration: *[insert Proposer’s year of registration]* |
| 5. Countries of Operation | 6. No. of staff in each Country | 7.Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: *[insert Proposer’s legal address in country of registration]* |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years |
| 10. Latest Credit Rating (if any)  |
| 1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.
 |
| 12. Proposer’s Authorized Representative Information Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s name]* Telephone/Fax numbers: *[insert Authorized Representative’s name]* Email Address: *[insert Authorized Representative’s name]* |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? [ ]  YES or [ ]  NO |
| 14. Attached are copies of original documents of: [ ]  All eligibility document requirements listed in the Data Sheet[ ]  If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered[ ]  If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. |

Joint Venture Partner Information Form (if Registered)[[9]](#footnote-10)

Date: *[insert date (as day, month and year) of Proposal Submission*]

RFP No.: *[insert number]*

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Proposer’s Legal Name: *[insert Proposer’s legal name]* |
| 2. JV’s Party legal name: *[insert JV’s Party legal name]* |
| 3. JV’s Party Country of Registration: *[insert JV’s Party country of registration]* |
| 4. Year of Registration: *[insert Party’s year of registration]* |
| 5. Countries of Operation | 6. No. of staff in each Country | 7.Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: *[insert Party’s legal address in country of registration]* |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years |
| 10. Latest Credit Rating (if any)  |
| 1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.
 |
| 13. JV’s Party Authorized Representative InformationName: *[insert name of JV’s Party authorized representative]*Address: *[insert address of JV’s Party authorized representative]*Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Party authorized representative]*Email Address: *[insert email address of JV’s Party authorized representative]* |
| 14. Attached are copies of original documents of:*[check the box(es) of the attached original documents]*[ ]  All eligibility document requirements listed in the Data Sheet[ ]  Articles of Incorporation or Registration of firm named in 2.[ ]  In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. |

Section 6: Technical Proposal Form

|  |
| --- |
| TECHNICAL PROPOSAL FORMAT**INSERT TITLE OF THE SERVICES** |

***Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.***

|  |  |
| --- | --- |
| **Name of Proposing Organization / Firm:** |  |
| **Country of Registration:**  |  |
| **Name of Contact Person for this Proposal:** |  |
| **Address:** |  |
| **Phone / Fax:** |  |
| **Email:** |  |

|  |
| --- |
| **SECTION 1: EXPERTISE OF FIRM/ ORGANISATION** |
| *This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.1.2. Financial Capacity:Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) 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.1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name of project** | **Client** | **Contract Value** | **Period of activity** | **Types of activities undertaken** | **Status or Date Completed** | **References Contact Details (Name, Phone, Email)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

 |

|  |
| --- |
| **SECTION 2 - APPROACH AND IMPLEMENTATION PLAN** |
| *This section should demonstrate the Proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms. 2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. 2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. 2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule. 2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged. 2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SECTION 3: PERSONNEL**3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)*3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

|  |  |
| --- | --- |
| **Name:** |  |
| **Position for this Contract:** |  |
| **Nationality:**  |  |
| **Contact information:** |  |
| **Countries of Work Experience:** |  |
| **Language Skills:** |  |
| **Educational and other Qualifications:** |  |
| **Summary of Experience:** *Highlight experience in the region and on similar projects.*  |
| Relevant Experience (From most recent): |
| **Period: From – To** | **Name of activity/ Project/ funding organisation, if applicable:** | **Job Title and Activities undertaken/Description of actual role performed:**  |
| *e.g. June 2004-January 2005* |  |  |
| *Etc.* |  |  |
| *Etc.*  |  |  |
| **References no.1 (minimum of 3):** | *Name**Designation**Organization**Contact Information – Address; Phone; Email; etc.* |
| **Reference no.2** | *Name**Designation**Organization**Contact Information – Address; Phone; Email; etc.* |
| **Reference no.3** | *Name**Designation**Organization**Contact Information – Address; Phone; Email; etc.* |
| **Declaration:**I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of the Nominated Team Leader/Member Date Signed |

 |

Section 7: Financial Proposal Form[[10]](#footnote-11)

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

1. **Cost Breakdown per Deliverables\***

|  |  |  |  |
| --- | --- | --- | --- |
| SN | Deliverables *[list them as referred to in the TOR]* | Percentage of Total Price (Weight for payment)  | Price (Lump Sum, All Inclusive) |
| 1 | Deliverable 1 | [UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR)  |  |
| 2 | Deliverable 2 |  |  |
| 3 | …. |  |  |
|  | Total  | 100% | USD …… |

*\*Basis for payment tranches*

1. **Cost Breakdown by Cost Component:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Description of Activity | Remuneration per Unit of Time (e.g., day, month, etc.) | Total Period of Engagement | No. of Personnel | Total Rate for the Period  |
| **I. Personnel Services**  |  |  |  |  |
|  1. Services from Home Office |  |  |  |  |
|  a. Expertise 1 |  |  |  |  |
|  b. Expertise 2 |  |  |  |  |
|  2. Services from Field Offices |  |  |  |  |
|  a. Expertise 1 |  |  |  |  |
|  b. Expertise 2  |  |  |  |  |
|  3. Services from Overseas |  |  |  |  |
|  a. Expertise 1 |  |  |  |  |
|  b. Expertise 2 |  |  |  |  |
|  |  |  |  |  |
| **II. Out of Pocket Expenses** |  |  |  |  |
|  1. Travel Costs |  |  |  |  |
|  2. Daily Allowance |  |  |  |  |
|  3. Communications |  |  |  |  |
|  4. Reproduction |  |  |  |  |
|  5. Equipment Lease |  |  |  |  |
|  6. Others |  |  |  |  |
| **III. Other Related Costs** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Section 8: FORM FOR PROPOSAL SECURITY

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)*

To: UNDP

 *[Insert contact information as provided in Data Sheet]*

WHEREAS [*name and address of Contractor*] (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated Click here to enter a date., to execute Services …………….. (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Proposal after the date of the opening of the Proposals;
3. Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
4. Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date: .......................................................................................................................

Name of Bank: .........................................................................................................

Address: .................................................................................................................

Section 9: FORM FOR PERFORMANCE SECURITY[[11]](#footnote-12)

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)*

|  |  |  |
| --- | --- | --- |
|  |  |  |

To: UNDP

 [Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click here to enter text.dated Click here to enter a date. , to execute Services …………….. (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date: .......................................................................................................................

Name of Bank: .........................................................................................................

Address: .................................................................................................................

Section 10: Form for Advanced Payment Guarantee[[12]](#footnote-13)

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of UNDP]*

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of Company]*(hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]*dated *[insert: date]* with you, for the provision of *[brief description of Services]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*)is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)[[13]](#footnote-14) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_\_\_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_,[[14]](#footnote-15) whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

Section 11: Contract for Professional Services

**This is UNDP’s Template for Contract for the Proposer’s reference. Adherence to all terms and conditions is mandatory.**

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_\_/ \_\_\_\_\_\_\_/ \_\_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE** **OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [**company/organization/institution**], duly incorporated under the Laws of \_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_\_\_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. 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 section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

1. this Letter;

 b) the Terms of Reference [ref. ......dated........], attached hereto as Annex II;

 c) the Contractor's Proposal [ref......, dated ........]

 d) The UNDP Request for Proposal [ref……, dated……]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

 Name Specialization Nationality Period of service

 .... .............. ........... ..................

 .... .............. ........... ..................

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[NAME and TITLE],** UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

 **[LIST DELIVERABLES] [INDICATE DELIVERY DATES]**

 e.g.

 Progress report ../../....

 ............... ../../....

 Final report ../../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

 **OPTION 1 (FIXED PRICE)**

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

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

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

 MILESTONE AMOUNT TARGET DATE

 Upon..... ...... ./../....

 ......... ...... ../../....

 Invoices shall indicate the milestones achieved and corresponding amount payable.

**OPTION 2 (COST REIMBURSEMENT)**

3. Price and payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_\_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[NAME and TITLE]**, UNDP.

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

3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_\_\_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

 OR

3.5. The Contractor shall submit an invoice for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP’s property in the Contractor’s custody, rests with the Contractor.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [..........................], Article(s) [.........] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

 .................……………………………………………………………………………………………………………….

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NAME OF THE BANK]**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ACCOUNT NUMBER]**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_\_\_\_\_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

* 1. Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_\_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name

Designation

Address

Tel. No.

Fax. No.

Email address:

**For the Contractor:**

Name

Designation

Address

Tel. No.

Fax. No.

Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

 Yours sincerely,

 **[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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**UNDP**

**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 fulfil 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:

* 1. 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;
	2. 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.

1. **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.

1. **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.

1. *Note: this Section 2 - Instructions to Proposers shall not be modified in any way.* ***Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..*** [↑](#footnote-ref-2)
2. *All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state “N/A” but must not be deleted.* [↑](#footnote-ref-3)
3. *Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.* [↑](#footnote-ref-4)
4. *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 officially received.* [↑](#footnote-ref-5)
5. *Where the information is available in the web, a URL for the information may simply be provided.* [↑](#footnote-ref-6)
6. *This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.* [↑](#footnote-ref-7)
7. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.* [↑](#footnote-ref-8)
8. *The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.* [↑](#footnote-ref-9)
9. *The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.* [↑](#footnote-ref-10)
10. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.* [↑](#footnote-ref-11)
11. *If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template* [↑](#footnote-ref-12)
12. *This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor’s Bank must issue the Guarantee using the contents of this template.* [↑](#footnote-ref-13)
13. *The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.* [↑](#footnote-ref-14)
14. *Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: “The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor’s written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.* [↑](#footnote-ref-15)