



Empowered lives.  
Resilient nations.

## REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

To Whom It May Concern	DATE: March 16, 2015
	REFERENCE: MyRFP/2015/002

Dear Sir / Madam:

We kindly request you to submit your Proposal for **THE MALAYSIAN CIVIL SERVICE - PEOPLE SURVEY 2015 REPORT**

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

The Request for the Proposals has been extended to **Monday, March 30, 2015 before 12.00 noon** and submission can be done via email, courier mail or fax to the address below and please indicate the **Reference Number** when submitting:

United Nations Development Programme  
Wisma UN, Block C, Kompleks Pejabat Damansara, Jalan Dungun,  
Damansara Heights, 50490 Kuala Lumpur  
Procurement Unit  
[procurement.my@undp.org](mailto:procurement.my@undp.org)

Your Proposal must be expressed in the **English**, and valid for a minimum period of **120 days**

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Patrick Pee

Assistant Resident Representative (Operation)

## Description of Requirements

Context of the Requirement	THE MALAYSIAN CIVIL SERVICE - PEOPLE SURVEY 2015
Implementing Partner of UNDP	PUBLIC SERVICE DEPARTMENT (PUBLIC SERVICE DEPARTMENT)
Brief Description of the Required Services	<p>The <i>Malaysian Civil Service - People Survey 2015 Report</i> is one of the key expected components undertaken jointly by the United Nations Development Programme – Malaysia (UNDP) and the Public Service Department (PSD) of the Government of Malaysia as part of the joint project titled “<i>Support to the Public Service Transformation Programme</i>”. The joint project sets out to support PSD’s five Strategic Thrusts that are outlined in <i>Public Service Transformation Framework</i> and priorities outlined in the 10<sup>th</sup> Malaysia Plan: 2011-2015 and setting out the strategic and operational approaches for the 11<sup>th</sup> Malaysia Plan: 2016-2020.</p> <p>To develop the <i>Malaysian Civil Service – People Survey 2015 Report</i>, a survey will be fielded which seeks to serve as feedback of government employees across the Malaysian Civil Service on dimensions related to perceptions on employee engagement level within the organisation and its linkages to organisational performance, productivity and employee well-being.</p> <p>The survey will cover the Federal Public Service only and will <b>exclude state services and local authorities</b>. It will also <b>exclude the armed forces, police force, statutory bodies and schools</b>.</p> <p>In collaboration with UNDP, the <i>PSD Survey Instrument</i> has already been developed and field-tested in 2014 with three Ministries.</p> <p>The consultants engaged are required to undertake the deployment of the survey instrument across the entire Malaysian Civil Service through the respective Ministries and agencies. Upon completion of data collection, the consultant will proceed with data codification, consolidation, verification and analysis. The consultant will also identify and collect other secondary data with regard to employee wellbeing that will be needed to support the analysis. PSD will assist to facilitate this process.</p> <p>At the conclusion of the data management stage, a comprehensive analytical report of the survey findings titled. ‘<i>The Malaysian Civil Service - People Survey 2015</i>’, will be submitted to the PSD and UNDP, which will include the following:</p>

	<ul style="list-style-type: none"> <li>• Measure of employee engagement (engagement index) for Malaysian Civil Service, ministries and departments;</li> <li>• Analysis of factors contributing to the employee engagement and its linkages to productivity and employee well-being;</li> <li>• Cross comparison between ministries and departments;</li> <li>• Analysis according to organisational functions such as policy organisations, specialist organisations, regulatory organisations and delivery organisations;</li> <li>• Comparison with similar surveys conducted in other countries in Asia (such as Singapore and India) and Commonwealth (such as UK and Australia); and</li> <li>• Highlight pertinent areas that should be reviewed and recommend strategic yet do-able initiatives to be considered by government.</li> </ul>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Based on the review of the structure of the <i>PSD Survey Instrument</i> and within 15 days of the contractual appointment, develop and submit: <ol style="list-style-type: none"> <li>(i) Suggestion for improvement on the survey instrument and secondary data to be collected;</li> <li>(ii) Suggestion on sampling method and sample size for the study;</li> <li>(iii) Proposed <b>Outline and Structure of The Malaysian Civil Service - People Survey 2015 Report</b>;</li> </ol> </li> <li>2. Oversee and facilitate data collection from all ministries and departments over a period of 30 days;</li> <li>3. Upon completion of data collection, within 60 days, develop and submit the <b>Interim Findings and Analysis of The Malaysian Civil Service - People Survey 2015 Report</b>;</li> <li>4. Within 15 days of the submission of the <b>Interim Findings and Analysis</b> submit a detailed power point presentation and present and discuss the key findings to the <i>PSD-UNDP Technical Committee</i> ;</li> <li>5. Upon receipt of feedback from the <i>PSD-UNDP Technical Committee</i> and within 30 days, develop and submit the <b>Final Draft of The Malaysian Civil Service - People Survey 2015 Report</b>;</li> <li>6. Within 15 days of the submission of the <b>Final Draft Report</b>, present and discuss the key findings to the <i>PSD-UNDP National Steering Committee and representatives from key Ministries and agencies</i> through a power point presentation;</li> <li>7. Upon receipt of feedback from the <i>PSD-UNDP National Steering Committee</i> and within 30 days, develop and submit the Submission of <b>Final Report of The Malaysian Civil Service - People Survey 2015 Report</b> in both Bahasa Malaysia and English;</li> <li>8. Make presentation to the stakeholders and selected ministries/agencies on the findings of the survey; and</li> <li>9. Conduct a One Day Technical Workshop on the lessons learned from the consultancy for selected staff members from PSD.</li> </ol>

Person to Supervise the Work/Performance of the Service Provider	Assistant Resident Representative (Programme), UNDP Malaysia, Singapore and Brunei Darussalam																			
Frequency of Reporting	As per milestone payments schedule																			
Progress Reporting Requirements	As per milestone payments schedule																			
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location																			
Expected duration of work	8 months																			
Target start date	15 April 2015																			
Latest completion date	30 November 2015																			
Travels Expected – <b>Not Applicable</b>	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	N/A	N/A	N/A	N/A								
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Special Security Requirements – <b>Not Applicable</b>	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) – <b>Not Applicable</b>	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others - Public Service Department																			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Ringgit Malaysia)																			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to																			

	extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																				
Partial Quotes	<input checked="" type="checkbox"/> <b>Not permitted</b> <input type="checkbox"/> Permitted																				
Payment Terms	<table><tr><th>Outputs</th><th>Percentage</th><th>Expected Delivery Date</th><th>Condition for Payment Release</th></tr><tr><td>#suggestion for improvement on the survey instrument and secondary data to be collected; #Suggestion on sampling method and sample size for the study #Outline and Structure of The Malaysian Civil Service - People Survey 2015 Report and proposed timelines for submission of all project outputs - to be agreed with UNDP and PSD.</td><td>15%</td><td>15 May 2015</td><td rowspan="4">Within thirty (30) days from the date of the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr><tr><td>#Oversee and facilitate data collection from all ministries and departments #Upon completion of data collection</td><td>15%</td><td>1 June 2015</td></tr><tr><td>Interim Findings and Analysis of The Malaysian Civil Service - People Survey 2015 Report</td><td>15%</td><td>1 August 2015</td></tr><tr><td>Final Draft of The Malaysian Civil Service - People Survey 2015 Report;</td><td>15%</td><td>1 September 2015</td></tr></table>				Outputs	Percentage	Expected Delivery Date	Condition for Payment Release	#suggestion for improvement on the survey instrument and secondary data to be collected; #Suggestion on sampling method and sample size for the study #Outline and Structure of The Malaysian Civil Service - People Survey 2015 Report and proposed timelines for submission of all project outputs - to be agreed with UNDP and PSD.	15%	15 May 2015	Within thirty (30) days from the date of the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	#Oversee and facilitate data collection from all ministries and departments #Upon completion of data collection	15%	1 June 2015	Interim Findings and Analysis of The Malaysian Civil Service - People Survey 2015 Report	15%	1 August 2015	Final Draft of The Malaysian Civil Service - People Survey 2015 Report;	15%	1 September 2015
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	Final Report of The Malaysian Civil Service - People Survey 2015 Report - in both Bahasa Malaysia and English	30%	1 October 2015	
	Make presentation to the stakeholders and selected ministries /agencies on the findings of the survey; and Conduct a One Day Technical Workshop on the lessons learned from the consultancy for selected staff members from PSD.	10%	1 November 2015	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Assistant Resident Representative (Programme) in consultation with the PSD-UNDP Technical Committee			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm <b>40%</b> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <b>20%</b> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <b>10%</b>  <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			

UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b> <input type="checkbox"/> One or more Service Providers, depending on the following factors
Annexes to this RFP	<input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)</b> <input checked="" type="checkbox"/> <b>Detailed TOR (Annex 4)</b> <input type="checkbox"/> Others
Contact Person for Inquiries (Written inquiries only)	<p><b>Procurement Unit</b>  <a href="mailto:procurement.my@undp.org">procurement.my@undp.org</a>  Please indicate your Reference Number (see page 1).</p> <p><b>Clarification deadline: 12 March 2015</b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information – <b>Not Applicable</b>	

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

[insert: Location].

[insert: Date]

To: Procurement Unit, UNDP Malaysia

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

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

### B. Proposed Methodology for the Completion of Services

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

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. **Qualifications of Key Personnel**

*The Service Provider must provide:*

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

D. **Cost Breakdown per Deliverable\***

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	<b>Outline and Structure of The Malaysian Civil Service - People Survey 2015 Report</b>	15%	
2	<b>Interim Findings and Analysis of The Malaysian Civil Service - People Survey 2015 Report</b>	15%	
3	<b>Final Draft of The Malaysian Civil Service - People Survey 2015 Report</b>	30%	
4	<b>Final Report of The Malaysian Civil Service - People Survey 2015 Report - in both Bahasa Malaysia and English</b>	30%	
5	<b>Conduct a One Day Technical Workshop on the lessons learned from the consultancy for selected staff members from PSD.</b>	10%	
	<b>Total</b>	<b>100%</b>	

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

E. **Cost Breakdown by Cost Component**

*[An Example is provided below. Please structure the information as relevant to your organization and proposal]:*

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

## **7.0 INDEMNIFICATION:**

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

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

## **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

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

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

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

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

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

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

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

## 16.0 SETTLEMENT OF DISPUTES

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

#### **23.0 AUTHORITY TO MODIFY:**

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

**TERMS OF REFERENCE FOR CONSULTANTS:  
THE MALAYSIAN CIVIL SERVICE - PEOPLE SURVEY 2015 REPORT**

## **1.0 BACKGROUND**

The *Malaysian Civil Service - People Survey 2015 Report* is one of the key expected components undertaken jointly by the United Nations Development Programme – Malaysia (UNDP) and the Public Services Department (PSD) of the Government of Malaysia as part of the joint project titled “*Support to the Public Service Transformation Programme*”. The joint project sets out to support PSD’s five Strategic Thrusts that are outlined in *Public Service Transformation Framework* and priorities outlined in the 10<sup>th</sup> Malaysia Plan: 2011-2015 and setting out the strategic and operational approaches for the 11<sup>th</sup> Malaysia Plan: 2016-2020.

To develop the *Malaysian Civil Service- People Survey 2015 Report*, a Survey will be fielded which seeks to serve as feedback of government employees across the Malaysian Civil Service on dimensions related to perceptions on employee engagement level within the organisation and its linkages to organisational performance, productivity and employee well-being.

In collaboration with UNDP, the *PSD Survey Instrument* has already been developed and field-tested in 2014 with three Ministries based on the United Kingdom Civil Service - People Survey. Minor localised customisations to the Malaysian Civil Service have been undertaken. The deployment of the survey instrument across the entire Malaysian Civil Service in 2015 will be undertaken by the PSD through the respective Ministries and agencies.

## **2.0 OBJECTIVE OF THE CONSULTANCY**

Under the immediate oversight and technical management of PSD’s Research, Planning and Policy Division, The consultants engaged are required to undertake the deployment of the survey instrument across the entire Malaysian Civil Service through the respective Ministries and agencies. Upon completion of data collection, the consultant will proceed with data codification, consolidation, verification and analysis. The consultant will also identify and collect other secondary data with regard to employee wellbeing that will be needed to support the analysis. PSD will assist to facilitate this process.

At the conclusion of the data management stage, a comprehensive analytical report of the survey findings titled. ‘*The Malaysian Civil Service - People Survey 2015*’, will be submitted to the PSD and UNDP, which will include the following:

- Measure of employee engagement (engagement index) for Malaysian Civil Service, ministries and departments;
- Analysis of factors contributing to the employee engagement and its linkages to productivity and employee well-being;
- Cross comparison between ministries and departments;
- Analysis according to organisational functions such as policy organisations, specialist organisations, regulatory organisations and delivery organisations;
- Comparison with similar surveys conducted in other countries in Asia (such as Singapore and India) and Commonwealth (such as UK and Australia);
- Highlight pertinent areas that should be reviewed and recommend strategic yet do-able initiatives to be considered by government; and

- Peer review on the interim survey report by well-recognised academician or consultants who have vast experiences of consultancy in social sciences or government's administrative transformation of reforms for further comment and suggestion.

This initiative is limited to only the Federal Public Services and will not include the Army, the Police Force and Schools under the Ministry of Education as well as the Federal/State Statutory Bodies, State and Local Authorities. It is estimated that 145 departments/agencies will be involved in the study and covering a population of about 450,000 employees.

### **3.0 SCOPE OF WORK**

#### **3.1 Malaysian Civil Service - People Survey 2015 Report**

1. Data Collection using survey instrument across 24 ministries and about 145 departments/agencies.
2. Analyse the survey data and prepare a full survey report on the Malaysian Civil Service - People Survey 2015 based on pre-proposed category(s) as follows:
  - Employee Engagement;
  - Organisational objectives and purpose;
  - Leadership and managing change;
  - Resources and workload;
  - My work;
  - My manager;
  - My team;
  - Learning and development;
  - Inclusion and fair treatment;
  - Pay and benefits;
  - Taking action; &
  - Organisation culture.
3. Based on the analysis, identify and gather secondary data on the employee well-being needed for the purpose of this report.
4. The Malaysian Civil Service - People Survey 2015 Report developed should also provide a comparative analysis of similar surveys conducted in the Asian/South East Asian Region (if any), United Kingdom Civil Service, Australian Public Service and other relevant Commonwealth countries. The report shall include analysis of findings by the various Ministries and departments in the federal government as well as by organisational types such as policy organisations, specialist organisations, regulatory organisations and delivery organisations.
5. The Malaysian Civil Service - People Survey 2015 Report developed should also highlight persistent issues/ challenges identified and provide implementable recommendations for the consideration of the Government.

#### **3.2 Sequence of Delivery of Outputs**

1. Based on the review of the structure of the *PSD Survey Instrument* and within 15 days of the contractual appointment, develop and submit:
  - (i) Suggestion for improvement on the survey instrument and secondary data to be collected;
  - (ii) Suggestion on sampling method and sample size for the study;

- (iii) proposed **Outline and Structure of *The Malaysian Civil Service - People Survey 2015 Report***;
2. Oversee and facilitate data collection from all ministries and departments over a period of 30 days;
  3. Upon completion of data collection and within 60 days, develop and submit the **Interim Findings and Analysis of *The Malaysian Civil Service - People Survey 2015 Report*** ;
  4. Within 15 days of the submission of the **Interim Findings and Analysis**, present and discuss the key findings to the *PSD-UNDP Technical Committee* through a detailed power point presentation;
  5. Upon receipt of feedback from the *PSD-UNDP Technical Committee* and within 30 days, develop and submit the **Final Draft of *The Malaysian Civil Service - People Survey 2015 Report***;
  6. Within 15 days of the submission of the **Final Draft Report**, present and discuss the key findings to the National Steering Committee (NSC) and representatives from key Ministries and agencies through a power point presentation;
  7. Upon receipt of feedback from the NSC and within 30 days, develop and submit the Submission of **Final Report of *The Malaysian Civil Service - People Survey 2015 Report*** in both Bahasa Malaysia and English;
  8. Make presentation to the stakeholders and selected ministries/agencies on the findings of the survey; and
  9. Conduct a one day Technical Workshop on the lessons learned from the consultancy for selected staff members from PSD and Ministry representatives. Focus will be on the concepts and techniques utilized as well as the comparative study of similar surveys undertaken across the region and globally.

#### **4.0 MANAGEMENT ARRANGEMENT**

##### **4.1 Management and Oversight**

1. During the period of consultancy, the appointed consultants will be working closely and under the oversight of PSD' Research, Planning and Policy Division's dedicated team for the Survey and by the UNDP Malaysia's Assistant Resident Representative (Programme).
2. No Administrative Support or Physical space will be provided. Official meetings will be coordinated and held at the premises of PSD. Scheduling of meetings (frequency and duration) will be arranged and fixed based on discussion(s) between the consultants, the PSD team and UNDP.

##### **4.2 Consultant Briefing**

1. Upon appointment, the consultants will receive a detailed briefing on the scope of work and deliverables.
2. Advice will be available to the consultants during the preparatory period, research development and submission.

## 5.0 DURATION OF WORK

The consultant is expected to conduct the survey in May 2015. The consultancy work will be completed over a period of eight (8) months from April – November 2015.

## 6.0 QUALIFICATIONS, SKILLS AND DOCUMENTATION DURING SUBMISSION OF PROPOSALS

1. Institution(s) of higher learning, social science researcher(s) or consulting firms with at least 5 years exposure and experience in leadership and organisational development research in Malaysia.
2. Qualified consultant(s) must submit the following document/ information to demonstrate their interest, qualifications, required resources and past experiences:
  - (a) Proposal/ Letter of Interest.
  - (b) Explaining why they are the most suitable for the work.
  - (c) Provide a brief methodology on how they will approach and conduct the work (if applicable). Emphasize the proposal on scope of work, deliverables and knowledge transfer.
  - (d) Financial proposal.
  - (e) Experience in similar projects and at least 1 reference.

## 7.0 FINANCIAL PROPOSAL

1. The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (whether payments fall in instalments or upon completion of the entire contract).
2. Payments are based upon output, (upon delivery of the services specified in the Term of Reference). In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

## 8.0 EVALUATION

The consultants will be evaluated based on the methodology of Cumulative Analysis.

- (i) The award of the contract will be made by UNDP to the consultant whose offer has been evaluated and determined as responsive, compliance and acceptable, and having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
  - (a) Technical criteria weight (70%).
  - (b) Financial criteria weight (30%).

Only candidate(s) obtaining a minimum of 50 points would be considered for the Financial Evaluation.

Criteria	Weight	Max point
Technical	70%	70
	(a) Technical knowledge on the project.	
	(b) Experience in social sciences research.	
	(c) Familiarity with the scope of research.	
Financial	30%	30

## **9.0 SELECTION OF CONSULTANT(S)**

The consultant(s) will be selected in line with UNDP's procurement processes.

## **10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

1. The consultant(s) will treat the survey administrative system, all materials provided, analysis and discussion(s) made during and concerning the project as confidential and are restricted from sharing any related information with any individual or external organisation(s) to the project without the explicit permission of the Director of Research, Planning and Policy Division of PSD of Malaysia and UNDP Malaysia, even after the consultancy is duly completed.
2. All data provided in the project will be used only for the purpose of the research. The expert shall not use any data provided for purposes other than the identified scope of work above.
3. Any publication(s) arising from the work undertaken above will require written consent of the Director of Research, Planning and Policy Division of PSD and UNDP Malaysia.