



Request for Proposal (RFP)

	DATE: 23 rd April 2010
	REF: UNDPSO/RFP/10-0009/GOV "ACCA Training Institutions"

Dear Sir/Madam,

1. UNDP Somalia hereby solicits to your proposal for **"ACCA Training Institution Services"** as per the enclosed Terms of Reference (TOR) – Annex III
2. To enable you to submit a proposal, attached are:

General Information:

- Memo to Bidders (Annex I)
- Instructions to Bidders (Annex II)
- General Conditions of Contract (Annex III)
- Terms of Reference (TOR) (Annex IV)

Forms and Formats

- RFP Acknowledgement Form (Annex V)
- Proposal Submission Form (Annex VI)
- Price Schedule Format (Annex VII)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **17th May 2010 on or before 15:00 hours** local time in Nairobi, Kenya

Deputy Country Director – Operations, UNDP Somalia
Springette, Spring Valley, Off Lower Kabete Road
P.O. Box 28832, 00200 Nairobi, Kenya
Tel : 254 20 4255000/ 4255100, Fax : (254 20) 4255101

UNITED NATIONS DEVELOPMENT PROGRAMME
LATE PROPOSALS WILL BE REJECTED

4. Any questions, clarifications or additional information must be sent in writing to the e-mail address below not later than **Monday 3rd May 2010** :

E-mail: procurement.so@undp.org
Fax: **+254 20 4255101.**

5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal by completing the Acknowledgement Letter (Annex V) no later than **5th May 2010** to the address mentioned here above
7. Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason whether its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment, including through provision of supplementary information. Prospective bidders are therefore encouraged to regularly check the UNDP Somalia website <http://www.so.undp.org/> for more information may be posted.

Yours sincerely,


Sergio Valdini
Deputy Country Director (Operations)

ANNEX I
MEMO TO BIDDERS

REF: UNDP/PSO/RFP/10-0009/GOV
“ACCA Training Institution Services”

EXAMPLES OF BID REJECTION

Bids and proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Request for Proposals contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids or proposals are rejected by UNDP. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- ☒ Late submission. The bid is handed in after the deadline for submission, either by hand or electronically. Note that there is a time gap for email submission and emailed proposals sent just before the deadline may arrive after the deadline and be rejected
- ☒ Bids not submitted to the correct physical or electronic address. Note that the email address for bid submission is different to the email address for bid questions
- ☒ The acknowledgment form and financial offer is not signed
- ☒ Insufficient documents have been provided
- ☒ Documents provided are not in English. Documents such as the registration of the organization or financial information about the organization may be submitted in Bahasa Indonesia but it is necessary that there be translations of the documents attached as well.
- ☒ Documents provided not directly address each point of the evaluation criteria
- ☒ Bids did not offer goods or services which have been specifically requested by UNDP in the Terms of Reference
- ☒ Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the RFP

The above examples illustrate some errors which may be made by bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

ANNEX-II
INSTRUCTIONS TO BIDDERS
REF: UNDP/PSO/RFP/10-0009/GOV
“ACCA Training Institution Services”

A. INTRODUCTION

1. General

The purpose of this assignment is for the successful training institution to provide quality training for the CAT program to prepare students for the international, beginning with the December 2010 examinations, ensuring high pass rates, similar to the global CAT pass rate. The incumbent training institution will work in collaboration with the six universities in Somalia that have been involved in the financial planner's certificate course. The training should lead to ACCA (CAT) certification of the students.

Cost of proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

2. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal.

3. Clarification of solicitation documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents and also be posted on the UNDP Somalia website <http://www.so.undp.org/>

4. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.

All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

5. Language of the proposal

The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity **shall be written in the English language**. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

6. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Bidder meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

7. Technical Proposal Format

The Bidder shall structure the operational and technical part of its Proposal as follows:

(a) Management Plan

This section should provide corporate orientation to include the year and state/country of incorporation and brief description of the Bidder's present activities. It should focus on service related to the Proposal.

UNITED NATIONS DEVELOPMENT PROGRAMME

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealings with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current capabilities/facilities and any plans for their expansion

(c) Proposed Methodology

This section should demonstrate the Bidder's responsiveness to TOR's by identifying the specific components proposed, addressing the requirements, as specified, point by point: providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the TOR's. The operational and technical part of the proposal should not contain any pricing information whatsoever on the services offered. Pricing Information shall be separated and only contained in the appropriate Price Schedules

It is mandatory that the bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive materials and brochures should be included in the appropriate response paragraph, through material/documents themselves may be provided as annexes to the proposal/response

Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly

8. Price Schedule

The Bidder shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

9. Proposal currencies

All prices shall be quoted in USD (US Dollars)

10. Period of validity of proposals

Proposals shall remain valid for **Ninety** (90) days after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

UNITED NATIONS DEVELOPMENT PROGRAMME

In exceptional circumstances, UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

11. Format and signing of proposals

The Bidder shall prepare **2 (two) copies of the Proposal**, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

12. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. SUBMISSION OF PROPOSALS

13. Sealing and marking of proposals

The Bidder shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Deputy Country Director – Operations, UNDP Somalia
Springette, Spring Valley, Off Lower Kabete Road
P.O. Box 28832, 00200 Nairobi, Kenya

- marked with –

UNDPSO/RFP/10-0009/GOV “ACCA Training Institutions”

Both inner envelopes shall indicate the name and address of the Bidder. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

14. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **17th May 2010 at 15:00 Hrs local time in Nairobi, Kenya.**

UNDP may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of UNDP and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

Any Proposal received by UNDP after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

16. Modification and withdrawal of Proposals

The Bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. OPENING AND EVALUATION OF PROPOSALS

17. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the Head of the UNDP Procurement Unit.

18. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

UNITED NATIONS DEVELOPMENT PROGRAMME

19. Preliminary examination

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

20. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only proposals which reach a 70% technical evaluation will be reviewed for price.

21. Technical Evaluation Criteria

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The technical evaluation forms are;

Form 1: Expertise of Firm/Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are alternative and should be changed depending on the need or major attributes of technical proposal.

UNITED NATIONS DEVELOPMENT PROGRAMME

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of the Firm / Organization submitting Proposal with regard to successful management of ACCA or Similar programs internationally	40%	400					
2.	Quality , feasibility and completeness of Proposed methodology and /Approach	30%	300					
3.	Personnel	30%	300					
	Total		1000					

Evaluation forms for technical proposals follow on the next pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form **1:** Expertise of Firm / Organization Submitting Proposal

Form **2:** Proposed Methodology/ Approach

Form **3:** Profile of Proposed Personnel for the assignment

UNITED NATIONS DEVELOPMENT PROGRAMME

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Demonstrable experience of the institution in successfully designing and implementing ACCA programs	80					
1.2	Whether or not the institution has been accredited by ACCA to provide tuition for ACCA students and or by ISO 9001(or higher) and a training institution	55					
1.3	Capacity of the institution to implement a large program in all the 6 locations in Somalia (2 in South Central, 2 in Somaliland and 2 in Puntland as indicated by the size of the past and current programs managed by the bidder	45					
1.4	Demonstrable capacity to secure accreditation of an ACCA exam centre , for both the hand written exams and the Computer Based Exams (CBE)by the ACCA Head office	70					
1.5	Quality assurance procedures	50					
1.6	Reputation of the firm in achieving high students pass rates (compared to the global pass rates) in ACCA or similar professional Accounting courses	80					
1.7	Extent to which any work would be subcontracted /feasibility of proposed partnership (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	20					
		400					

UNITED NATIONS DEVELOPMENT PROGRAMME

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed methodology and /Approach							
2.1	Extent to which the bidder understands the scope of the assignment and the environment (and limitation of operating) in Somalia	20					
2.2	Quality , feasibility, sustainability and logical sequence of the ACCA implementation strategy from initiation to the advancement of the ACCA program	30					
2.3	Specific strategy proposal to ensure high pass rates	25					
2.4	Proposed methodology for managing the administrative tasks such as student mails, correspondences with ACCA Head office in Glasgow, registration of students , securing exemptions , securing additional accredited examination centers in other parts of Somalia etc	25					
2.5	A clear strategy and time frame for building the capacities of the local counterpart universities and lecturers to take over and manage future professional accounting programs	35					
2.6	Proposed methodology (and number of lecture hours per subject to be provided) for delivering lectures and additional support to enhance students chances of understanding and retaining knowledge, and quality of supplementary study materials(samples to be submitted with the bid)	85					
2.7	Proposal to introduce complementary courses in the future to fully equip professional accountants in the making	20					
2.8	Proposal on how to monitor the quality and timeliness of lectures using successful experiences	20					
2.9	Demonstrable experience of designing and implementing a similar program in a post conflict country such as Somalia	25					
2.10	Good understanding of Somalia	15					
		300					

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity				
					A	B	C	D	E
3.1	Task Manager/Team Leader			120					
	General Qualification								
	Suitability for the Program								
	Demonstrable experience in successfully managing a similar professional Accounting program in large institutions (over 200 students)	35							
	Experience as a team leader and / lead trainer /college principal in a reputable professional accounting or management training institution	30							
	Relevant Academic Qualifications	25							
	Knowledge of the region/post conflict experience	10							
	Administrative experience in running training institutions, such as hiring lecturers, processing exemptions for students, correspondences with course providers etc.	20							
			120						

UNITED NATIONS DEVELOPMENT PROGRAMME

3.2	First Senior Lecturer		90					
	General Qualification							
	Suitability for the Project							
	Experience in lecturing on professional accounting programs	25						
	Specific subjects of expertise	15						
	ACCA membership	25						
	Knowledge of the region, and specifically Somalia	10						
	Capacity building experience in the Public sector	15						
			90					
3.3	Second Senior Lecturer		90					
		Sub-Score						
	General Qualification	80						
	Suitability for the Project							
	Experience in lecturing on professional accounting programs	25						
	Specific subjects of expertise	15						
	ACCA membership	25						
	Knowledge of the region, and specifically Somalia	10						
	Capacity building experience in the Public sector	15						
			90					
	Total Part 3		300					

F. AWARD OF CONTRACT

22. Award criteria, award of contract

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, UNDP will award the contract to the qualified Bidder whose Proposal after being evaluated achieved the highest combined score of technical and price (out of a total 100 points, 70 for technical and 30 for price).

23. UNDP's right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to UNDP.

ANNEX-III
GENERAL CONDITIONS OF CONTRACT
REF: UNDP/PSO/RFP/10-0009/GOV
“ACCA Training Institution Services”

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. 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 its 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:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 UNDP, of such occurrence

UNITED NATIONS DEVELOPMENT PROGRAMME

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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request

UNITED NATIONS DEVELOPMENT PROGRAMME

for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its

Provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 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 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

20

UNITED NATIONS DEVELOPMENT PROGRAMME

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 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 AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

ANNEX-IV

TERM OF REFERENCE

**UNDP/RO/RFP/10-0009/GOV
“ACCA Training Institution Services”**

Background

After many years of civil war and unrest, central government system and administrative structures have been completely destroyed. The education system was interrupted; many skilled workforces fled the country for their safety and sought employment abroad. Consequently there is a serious lack of skilled manpower and lack of functional systems in Somalia, particularly in the public sector.

Phase I

UNDP's Capacity building Project (Capacity Building for Somali Planners Project-CBSP) that was financed by the World Bank trained over 100 students from all the three regions of Somalia in a financial planning course that was delivered through a partnership between UNDP, six universities, two from each of the three regions in Somalia and a consortium firm (Comprised of the University of Fort Hare and the International Management Consultants Ltd-IMCL). The course modules were based on the Association of Chartered Certified Accounts (ACCA), Certified Accounting Technician (CAT) course materials, papers 1 to 4. The over 100 students who completed the entire 4 subjects and one other tailored subject in public financial management were awarded certificate in financial planning from Fort Hare University. This was the first phase of the capacity building program.

Phase II

UNDP launched a new project, the Somali Institutional Development Project-SIDP, with four pillars, three of which are Capacity building, Human resource Development and Public Financial Management. The project is funded by a number of donors including Denmark, EC, Norway, SIDA and USAID. Through SIDP, UNDP already began the process of registering all the 100 students that completed financial planning course (equivalent to introductory and intermediate levels of CAT) for ACCA and procured the first batch of the necessary books. In addition, UNDP, through the ACCA regional office in Nairobi is pursuing exemptions for the students who completed the certificate course, there are others (about 100 in total) who only passed some of the subjects and thus did not receive certificates and who should be registered. Furthermore, UNDP would like to recruit new students from the public sector who were not originally studying for the financial planner's certificate but are involved in financial/ audit related work in the public sector.

I. Objective of the assignment

The purpose of this assignment is for the successful training institution to provide quality training for the CAT program to prepare students for the June and December 2010 examinations, ensuring high pass rates, similar to the global CAT pass rates. The incumbent training institution will work in collaboration with six universities in Somalia that have been involved in the financial planner's certificate course. The training should lead to ACCA CAT certification of the students.

II. Methodology

Increased training institutions are requested to propose a methodology for delivering the CAT program that should include but not be limited to the following aspects.

- 1) The methodology must have been proven to be feasible and effective in similar settings (post conflict or in conflict environments, limited public library facilities and absence of strong educational background).
- 2) Providing classroom teaching, tests, mock exams, and intensive revision classes towards the exam dates.
- 3) Formation of discussion groups.
- 4) The course will be part-time, to accommodate students who are in regular employment from 7.30am to 2.00pm.
- 5) The tuition provider will be expected to propose a comprehensive training program for delivering the course material to prepare students for the June 2010 exams, which will ensure maximum pass rates.
- 6) The successful training institution shall be expected to partner (due to its lack of presence in Somalia) with the following universities to provide premises for administering class lectures:

A. SOMALILAND

- i. University of Hargeisa
- ii. Amoud University
- iii. Burao University

B. PUNTLAND STATE

- i. East Africa University
- ii. Puntland State University

C. SOUTH CENTRAL – THE TRANSITIONAL FEDERAL GOVERNMENT (TFG)

- i. SIMAD, and
- ii. Mogadishu University

Note: For A and B above, the successful training institution (TI) will provide tutors to physically teach students. Because of security situation in C (South Central), the successful TI will only co-ordinate with the two universities mentioned (SIMAD and Mogadishu), who will hire their own lecturers. The TI will have to provide quality assure and ensure that competent lecturers are hired and that students receive adequate preparation to sit the exams. **These differences in approach should come out very clearly in the bidder's proposal - Each region should be quoted separately, in one submission.**

The seven universities above were already involved in Phase I of the capacity building program. In addition, they each have VSAT connectivity and computer labs that could be used to facilitate training. This was the basis of their retention for phase II of the program.

III. Scope of Services

The responsibilities of the successful training institution shall include the following: -

- a) Designing a training strategy for implementing the CAT program for two-year horizon.
- b) Developing user friendly course materials to be delivered to the students that will simplify text books materials.
- c) Delivering training in various forms-classrooms teaching, tests, mocks, intensive revision classes run from January to May (for the June exams) and August to November (for the December exams) each year, beginning 2010 to December 2011, for the initial contract.
- d) Registering additional students to the program as necessary, in accordance with the ACCA program concept note.
- e) Managing all mail (physical) correspondences from ACCA head office to the students and vice versa.
- f) Pursuing exemptions for students with qualifying academic backgrounds and work experience.
- g) Procuring study materials for students.
- h) Revolving any pending issues between students and the ACCA.
- i) Monitoring class attendance and students' performance and providing solutions as appropriate.
- j) Providing periodic reports (monthly, quarterly, bi-annual and annual) on program implementation progress and recommendations for program adjustments if any.

IV. Deliverables:

- A training strategy document for CAT program, detailing the institutions proposed roadmap for implementing the program.
- Comprehensive Training conducted for all the students in preparation for the June and December Exams, beginning June 2010 exams.
- At least 80 (30% female) additional of students registered with ACCA mainstream professional program/CAT, as appropriate, by end of 2011.
- A CBE and a paper based exam centre(s) established in Somalia a

UNITED NATIONS DEVELOPMENT PROGRAMME

- Post Office Mail Box registered in Nairobi where student's physical ACCA mails are delivered.
- Quarterly reports on implementation progress and any recommendations arising from implementation experience.
- Exemptions secured for all students with appropriate academic qualifications and work experience.

V. Duration of the assignment

The initial contract period shall be one year, renewable, subject to satisfactory performance of the training institutions and the students, availability of funding and mutual agreement by both parties.

VI. Role of partner institutions

1) Somalia partner institutions

It is envisaged that Partner institution shall include the 7 universities in III above. Somali Partner Institution shall be responsible for the following:

- Providing and maintain premises for conducting classes throughout the period of the tripartite contract between UNDP, the Somalia Institution and successful training institution.
- Providing and maintaining premises for the ACCA office which will double as the office for the training institute.
- Maintaining working and permanent records of all ACCA students details.
- Coordinating with the training institution in ensuring that students attend classes regularly.
- Collecting a monthly sum of US\$10 from each student per month (three times for the June sitting and 3 times for the December sitting, totaling US\$60 per student per two sittings in a year). The fees collected shall be used to meet university's administrative expenses.
- Where it is not practical to take lectures from the training institution, the relevant Somali institution shall provide own qualified lectures to provide own qualified lecturers to provide tuition and such lectures shall be used to meet university's administrative expenses.
- Where it is not practical to take lectures from the training institution, the relevant Somali institution shall provide own qualified lecturers to provide tuition and such lecturers shall be trained and supported with the relevant training materials and other forms of support.

UNITED NATIONS DEVELOPMENT PROGRAMME

- Coordinating with the training institution to maintain discipline and ensure that students cooperate with the institutions implementing the ACCA CAT program.
- When called upon, participating in supervision or invigilation of tests and or exams.
- Any other tasks mutually agreed among the signatories to the tripartite agreement.
- Provide library facility to the students for study during their free time, time leading to and during exams.

2) UNDP

- UNDP shall contract the training institution and monitor its performance through periodic visits to the learning centers, discussions with students, review of reports and pass rates etc.
- Provide financial support and Fiduciary management.
- Work with the training institution and the relevant Somali institute to establish an accredited ACCA exam in Somalia.
- Provide overall coordination of the entire program.
- Provide technical assistance where necessary.

VII. Submission and selection procedures

Interested eligible training institutions are invited to express their interests in providing the consultancy services. The application must include the full profile of the training institution and the individual consultants to be deployed for the assignment and their specific experience in implementing ACCA CAT training to a similar target group in a post conflict and in-conflict environments.

Applications should be submitted separately for each geographical location as follows: -

- i. South Central- Somalia
- ii. Somaliland
- iii. Puntland State

VIII. Qualification of the Training Institution

- a. The incumbent training institution must be reputable and been in the business of professional accounting, specifically ACCA, capacity building programs for at least the last 5 years, with demonstrable average pass rates of not less than 10% of the worldwide ACCA pass rates. Thus, if worldwide pass rates is 45%, the institutions pass rates should not be less than 35%.
- b. The institution must have been accredited by ACCA a tuition provider. ISO 9001(or higher) certification shall be added advantage.
- c. Lecturers to be deployed must be full members of ACCA or similar professional accounting body, with not less than 3 years of post-qualification teaching experience.

UNITED NATIONS DEVELOPMENT PROGRAMME

- d. Experience in capacity building of the public sector would be an added advantage.
- e. Experience of working in Somalia or any other post-conflict/in-conflict countries would be a desirable.
- f. Knowledge of Somali by the lectures is desirable but not mandatory.

ANNEX V
ACKNOWLEDGEMENT FORM
UNDPSO/RFP/10-0009/GOV
“ACCA Training Institution Services”

We the undersigned acknowledge receipt of your Request for a Proposal dated 23rd April 2010 for **ACCA Training Institution Services** and hereby confirm that:

a) ☐ we intend

☐ we do not intend

To submit a proposal to the United Nations Development Programme by the deadline of **17th May 2010 at 15:00Hrs** Local time in Nairobi, Kenya

Names of our representative(s) designated for this engagement		1.; and 2.			
Firm/Company's name (Proposer):					
Address:					
City:		State:		Zip :	
Signature of Authorized Representative:					
Name:			Title:		
Telephone No.:		Ext.:		Fax No.:	
Email address:					

ATTACHMENT VI
PROPOSAL SUBMISSION FORM
“UNDP/ISO/RFP/10-0009/GOV
“ACCA Training Institution Services”

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for **"ACCA Training Institution Services"** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of **90 days** from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated: _____
(Date) (Month) (Year)

Signature:

Name: _____

Title	Author	Year	Journal	Volume	Page
1. The Effect of Temperature on the Rate of Reaction of Hydrogen Peroxide with Potassium Iodide	John Doe	2015	Journal of Chemical Education	92	1234
2. Synthesis and Characterization of Poly(vinylidene fluoride) (PVDF) Nanofibers	Jane Smith	2016	Polymer Letters Edition	14	5678
3. Kinetic Study of the Oxidation of Sulfur Dioxide by Hydrogen Peroxide	Robert Brown	2017	Environmental Science and Technology	51	9101
4. Preparation and Properties of Poly(ethylene glycol) (PEG) Hydrogels	Emily White	2018	Biomaterials	175	2345
5. Effect of pH on the Adsorption of Lead(II) Ions by Activated Carbon	Michael Green	2019	Water Research	160	3456
6. Synthesis of Poly(amide-imide) Nanocomposites with Carbon Nanotubes	Sarah Black	2020	Composites Science and Technology	198	7890
7. Kinetic Analysis of the Reaction Between Nitric Oxide and Ozone	David Blue	2021	Atmospheric Chemistry and Physics	21	1122
8. Synthesis and Properties of Poly(ether ether ketone) (PEEK) Membranes	Lisa Pink	2022	Journal of Membrane Science	645	3344
9. Effect of Temperature on the Adsorption of Cadmium(II) Ions by Zeolite	James Yellow	2023	Applied Clay Science	115	5566
10. Synthesis and Characterization of Poly(oxazone) Nanofibers	Anna Purple	2024	Polymer	278	7788

Duly authorised to sign Proposal for and on behalf of

Annex VII
PRICE SCHEDULE
“UNDPSO/RFP/10-0009/GOV
“ACCA Training Institution Services”

Annex V
PRICE SCHEDULE

The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Bidders.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

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

Estimates for cost-reimbursable items, if any, 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. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible) or CD

UNITED NATIONS DEVELOPMENT PROGRAMME

Price schedule:

Request for Proposals for services

Description of Activity/Item		Number of staff	Monthly rate	Estimated Amount
1.	Remuneration			
	Administering teaching classes, tests, mock exams, intensive revision classes.			
1.1	Formation of discussion groups			
1.2	Staff costs			
	- Fee for task manager/team leader			
	- Fee for first senior lecturer			
	- Fee for second senior lecturer			
1.3	Overhead costs			
1.4	Management Fee			
2.	Out of pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and reports			
2.5	Equipment and other items			
2.6	Other			