



## REQUEST FOR PROPOSAL (RFP)

TO: INTERESTED COMPANIES	DATE: 17 July 2015
	REFERENCE: RFP/UNDP/006/2015/OIST

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of the following consulting services:  
**Consulting Services – United Nations Development Programme (UNDP) Atlas Consortium: Enterprise Resource Planning (ERP) Strategy & Roadmap.**

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

Proposals shall be submitted on or before **5.00 PM Eastern Standard Time, Friday, 31 July 2015** via email address below:

[CPU.Bids@undp.org](mailto:CPU.Bids@undp.org)

**Email Reference :** RFP/UNDP/006/2015/OIST – Consulting Services – United Nations Development Programme (UNDP) Atlas Consortium: Enterprise Resource Planning (ERP) Strategy & Roadmap

### **A Proposer's Conference will be held:**

Venue: Teleconference

Date: **22 July 2015 at 10:00 AM Eastern Standard Time**

Place: NY (Audio conference details will be provided to the prospective Proposers that have confirmed their intended participation)

**Please send your interest to participate in the conference to the following email address before 5.00 PM 21 July 2015:**

[karla.dalimunthe@undp.org](mailto:karla.dalimunthe@undp.org)

Your Proposal must be expressed in the English language and valid for a minimum period of 120 days. **Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed five megabytes (5 MB).** As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

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. 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 General Terms and Conditions of UNDP, herein attached as Annex 4.

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,

A handwritten signature in black ink, appearing to read 'Karla', with a long, sweeping horizontal line extending to the right.

Karla Dalimunthe  
Procurement Specialist

## ATTACHMENT I

### Description of Requirements

Context of the Requirement	Consulting Services – United Nations Development Programme (UNDP) Atlas Consortium: Enterprise Resource Planning (ERP) Strategy & Roadmap
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	Please refer to Terms of Reference (Annex I)
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference (Annex I)
Person to Supervise the Work/Performance of the Service Provider	Please refer to Terms of Reference (Annex I)
Frequency of Reporting	Please refer to Terms of Reference (Annex I)
Progress Reporting Requirements	Please refer to Terms of Reference (Annex I)
Location of work	Please refer to Terms of Reference (Annex I)
Expected duration of work	8 weeks
Target start date	8 September 2015
Latest completion date	30 October 2015
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNDP	Please refer to Terms of Reference (Annex I)
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in	<input checked="" type="checkbox"/> Required

completing the services	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal <sup>1</sup>	All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<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"/> Proposals on sub-parts are not allowed and will be rejected.
Conditions and Procedures for electronic submission	<ul style="list-style-type: none"> <li>✓ Official Address for e-submission: <a href="mailto:cpu.bids@undp.org">cpu.bids@undp.org</a></li> <li>✓ Free from virus and corrupted files</li> <li>✓ Format : PDF files only</li> <li>✓ Password <u>must</u> not be provided to UNDP</li> <li>✓ Max. File Size per transmission: <b>5 MB</b></li> <li>✓ No. of copies to be transmitted : <b>1</b></li> <li>✓ Mandatory subject of email: <b><i>See below instruction for details.</i></b></li> <li>✓ Virus Scanning Software to be Used prior to transmission: <b>Yes</b></li> <li>✓ Time Zone to be Recognized: <b><i>Eastern standard time</i></b></li> <li>✓ Other conditions: <b><i>See below instruction for electronic submission.</i></b></li> </ul> <p style="text-align: center;"><b>Instruction for electronic submission</b></p> <p>The Proposer shall submit their proposals by e-mail to <a href="mailto:cpu.bids@undp.org">cpu.bids@undp.org</a>. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s).</p> <p>Having prepared the Technical Proposal in paper formats as specified in Annex II. The entire Technical Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. Same should be done for Annex III – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state: <b>“Technical proposal RFP/UNDP/006/2015/OIST – Consulting Services – United Nations Development Programme (UNDP) Atlas Consortium: Enterprise Resource Planning (ERP) Strategy &amp; Roadmap”</b>; and separate email <b>“Financial proposal for the RFP/UNDP/006/2015/OIST – Consulting Services – United Nations Development Programme (UNDP) Atlas Consortium: Enterprise Resource Planning (ERP) Strategy &amp; Roadmap - DO NOT OPEN”</b></p>

	<p>To secure your <u>financial offer</u> please <b>SET-UP A <u>PASSWORD</u></b> for the Financial Proposal which will be requested as follows:</p> <p>a) The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p> <p><b>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</b></p> <p>Proposers <b>may send as many e-mails as needed; however, <u>the size of each e-mail (including the attachments) should not exceed five megabytes (5 MB)</u></b>. As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are <u>received</u> after the deadline for bid submission.</p> <p><b>When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</b></p>								
Payment Terms	Payment will be processed upon satisfactory completion and acceptance by UNDP of the required deliverables.								
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager: To be named upon Contract award								
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services								
Criteria for Contract Award	<p>Stage 1: Non-Discretionary “Pass/Fail” Criteria on the Technical Specifications; and</p> <p>Stage 2: Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively.</p> <p>Only proposal passing the minimum 70% threshold (700 out of 1000 points) will be considered for financial evaluation.</p>								
Criteria for the Assessment of Proposal	<table><tr><th>Mandatory Pass/Fail Criteria</th><th>Compliance (Yes/No)</th><th>Comments</th></tr><tr><td>To confirm that the proposed proposer is not a software company, and if confirmed, does not have an alliance/relationship exclusively with one software</td><td></td><td></td></tr></table>			Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments	To confirm that the proposed proposer is not a software company, and if confirmed, does not have an alliance/relationship exclusively with one software		
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	company; thus eliminating conflict of interest between the strategy recommendation and the implementation later.																					
	Acceptance of UNDP's Terms and Conditions		If not, please explain. Please note that If vendor declines or proposes major deviations from UNDP's Terms and Conditions UNDP may reject the proposal.																			
	<p><b>Technical Evaluation Criteria</b></p> <table border="1"> <tr> <th colspan="2">Summary of Technical Proposal Evaluation Forms</th><th>Score Weight</th><th>Points Obtainable</th></tr> <tr> <td>1.</td><td>Expertise of Firm / Organization</td><td>30%</td><td>300</td></tr> <tr> <td>2.</td><td>Proposed Methodology, Approach and Implementation Plan</td><td>45%</td><td>450</td></tr> <tr> <td>3.</td><td>Management Structure and Key Personnel</td><td>25%</td><td>250</td></tr> <tr> <td colspan="3"><b>Total</b></td><td><b>1000</b></td></tr> </table>			Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	1.	Expertise of Firm / Organization	30%	300	2.	Proposed Methodology, Approach and Implementation Plan	45%	450	3.	Management Structure and Key Personnel	25%	250	<b>Total</b>		
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Technical Proposal Evaluation Form 1		Points obtainable																				
<b>Expertise of the Firm/Organization</b>																						
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing as well as Legal Standing of the Offeror (Litigation and Arbitration History); loose consortium, holding company or one firm, year of establishment; awards/recognition received; customers	50																				
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial stability/Financial Statement/Revenue for the last 3 years</li> <li>- size of the firm</li> <li>- Branches/Offices</li> </ul>	40																				

		<ul style="list-style-type: none"> <li>- strength of project management support</li> <li>- project financing capacity</li> <li>- project management controls</li> </ul>	
	1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	35
	1.4	Quality assurance procedures/methods, warranty, and Risk Management	45
	1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge - in ERP Roadmap Strategy Work</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>	130
			300
Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
	2.1	Clear presentation and the sequence of activities and the planning logical, realistic and promise efficient implementation to the project by defining an engagement approach, plan, and a time phased resource plan.	200
	2.2	The proposal discuss how it will approach answering the questions and considerations in section 3.3 and 3.4 of the ToR.	150
	2.3	The proposal contain an overall framework by which the Roadmap can be based on.	100
			450
Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel*			
	3.1	Project Lead / Project Manager	150
		- General Background suitable to this project	
		- Minimum 8 years experience in the field of ERP (zero points for this resource if not met)	
	3.2	Analyst	100
		- General Background suitable to this project	
		- Minimum 5 years experience in ERP (zero points for this resource if not met)	
			250
* For evaluation purposes the average score of CVs will be used.			



	<p><b>Final Combined Scoring Method</b></p> <p><b><u>Financial Proposal (100%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><b><u>Total Combined Score:</u></b></p> <p>(TP Rating) x (Weight of TP, e.g. 70%)  + (FP Rating) x (Weight of FP, e.g., 30%)</p> <hr/> <p><b>Total Combined and Final Rating of the Proposal</b></p>
UNDP will award the contract to:	One company with the highest combined total score of technical and financial proposal.
Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (See ToR below under Annex I) <input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex II) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex III) <input checked="" type="checkbox"/> General Terms and Conditions/Special Conditions (Annex IV)
Contact Person for Inquiries (Written inquiries only)	<p>Focal Person in UNDP: Karla Dalimunthe  Title: Procurement Specialist</p> <p>E-mail address dedicated for this purpose: karla.dalimunthe@undp.org and cc: ferouze.mohamed@undp.org</p> <p>Last day to submit questions to UNDP is 3 business days before the submission date. UNDP will provide responses on a rolling basis for each.</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 Related to the RFP	<a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a>

# ANNEX I

## Consulting Services – United Nations Development Programme (UNDP)

### Atlas Consortium:

### Enterprise Resource Planning (ERP) Strategy & Roadmap

#### ***3.1 Introduction***

UNDP, acting in its capacity as lead agency of the Atlas Consortium, is seeking the assistance of a qualified firm, (the “Consultant”), to assist with the formal elaboration and drafting of the Consortium’s ERP Strategy & Roadmap. The outcome of the final deliverable will serve as the basis for the Consortium’s strategic direction and roadmap over the next three to five years.

As it stands currently, the ERP roadmap is comprised of a Hybrid model consisting of applications in the cloud via the software as a service model (SaaS) and on premises (“on-prem”).

Recently, the Consortium has concluded an agreement for the purchase subscription services of numerous cloud modules from Oracle in the areas of Talent Management, Customer Relationship Management, Analytics, as well as trial licenses of core Financials and HR ERP in the cloud. Numerous members have stated their intention of deploying some modules by the end of 2015. Also, the vendor has proposed that the Consortium consider migrating away from its on-prem components within the next three to five years. The details of the “on-prem” components are described in the next section.

The current Consortium work plan calls for upgrading the core on-prem PeopleSoft platforms (HCM and Finance/SCM) over the next 12-18 months.

Based on all the above, the review is expected to deliver a strategy and roadmap for the evolution of the platform and architecture going forward. Also, the report shall discuss the possibilities for evolution beyond the current course and some key factors for consideration.

The intention of this tender is not to conduct a full blown, detailed evaluation of different functionalities and components of ERPs in the marketplace or SaaS offerings, nor to architect a detailed technical ecosystem meeting each members’ needs, but rather based on key factors, to lay down the Strategic Roadmap of ERP platform and deployment approach.

The selected bidder will provide such professional services and work described in section 3.5 Roadmap/ Strategy Deliverable & Key Activities Details.

#### ***3.2 Consortium Background and Current Footprint***

UNDP, UNFPA, UNWOMEN, UNCDF, UNU, UNV, and UNOPS currently form the Atlas Consortium. Atlas is the internal branding given to the inter-agency PeopleSoft ERP platform. It constitutes the core, inter-Agency enterprise resource planning (ERP) system for programme delivery, risk mitigation, accountability, and business safeguards. Atlas includes integrated functions such as Finance, Human Resources, Procurement, and Project Management, supported with dashboards, enterprise portal and reporting tools. Atlas Wave I and Wave II implementations (2004-2007) managed the initial rollout and stabilization of this global operations support platform. The platform is hosted at the United Nations International Computing Center (UNICC) located in Geneva Switzerland. UNICC is the UN’s internal hosting provider for numerous ERP and Non-ERP applications. The Atlas ERP Consortium is currently celebrating its 10-year anniversary.

As of today, approximately 16,000 distinct users access one or multiple of the following products/components of Atlas utilizing approximately three terabytes of data:

Product	Version	Modules & Notes
PeopleSoft Financials	9.0	General Ledger, Commitment Control, Treasury, Accounts Receivable, Billing, Projects, Contracts, Grants, Strategic Sourcing, eProcurement, Procurement, Accounts Payable, Receiving, Payables, Asset Management
PeopleSoft HCM	9.1	Human Resource, Base Benefits, Payroll, Candidate Gateway, Talent Acquisition Manager, eProfile, ePay, ePerformance, Employee Self Service, Manager Self Service.
PeopleSoft ELM	9.0	Note, only UNFPA is using this product
PeopleSoft Portal	9.2	Gateway to Financials, HCM, and ELM. No portlets or pagelets deployed.
PeopleSoft CRM	9.2	Service Desk
PeopleSoft EPM	9.1	Using only data model and ETLs. Serving as de facto ERP Enterprise Data Warehouse
PeopleTools	8.53	Applies to all PeopleSoft Platforms
Oracle Business Intelligence Enterprise Edition	11.1.1.7	Used for Enterprise Dashboard reporting and ad-hoc report needs
Hyperion HFM	11.1.2.3	Project Currently underway, projected go-live Q2 2015
Hyperion Budget & Planning	11.1.2.3	Not implemented
Oracle Governance Risk and Compliance	N / A	Not Implemented
*External Access	N / A	Cold Fusion skin into specific PeopleSoft Transactions
*Argus	N / A	Account and Role provisioning bolt on built in the PeopleSoft Portal. Authentic
Oracle Database	11g	Supports above applications

The current ICT Roadmap calls for upgrading the HCM and Financials platforms to 9.2 within the next 12-18 months. Since the elaboration of the ICT Roadmap in 2013, the ERP landscape has somewhat shifted and the Consortium wish to identify and incorporate all necessary inputs and variables in order to not just execute on an upgrade plan but to achieve a greater strategic roadmap for the ERP platform. Also, given that the Consortium is in its 10<sup>th</sup> year, it is an opportunity to affirm, re-affirm, or update the goals and objectives of the Consortium.

### ***3.3 Current ERP Direction, Roadmap, Strategy***

As mentioned in the introduction, the Consortium has purchased numerous Oracle Cloud subscriptions and intends to implement them gradually over the next six to 12 months and to interface them with the on-prem ERP. Also, the Consortium is planning to upgrade its PeopleSoft on-prem HCM and Finance/SCM to versions 9.2 on PeopleTools 8.54 over the next 12-18 months.

Given this current course, the study should address the full three to five year cycle of the ERP Strategy and Roadmap. After the upgrades, how should the Consortium approach the cloud for the balance of its portfolio? What are some key considerations and factors it should take into account? Should the ultimate objective be to eliminate on-prem ERP in the future? Should it look at solutions that may be more in line with the data and objectives collected as part of this exercise? Should a second-tier ERP be considered or other options? If so, what are some factors that should go into making such a decision?

### ***3.4 Variables for Roadmap Consideration and Guiding Principles***

Below are some of the pressures that each agency is facing and either directly or indirectly having an influence on the ERP platform strategy and direction. These must be factored into any recommendation:

- **Agility.** The legacy ERP deployment method largely based on a waterfall approach has had a mixed track record of success at best. What platform/approach best leverages an agile approach to quickly “bring solutions to market” as current internal business customers are demanding?
- **Shifting Atlas Consortium Agency Members.** Numerous smaller UN agencies have inquired about using Atlas as their ERP platform. These agencies do not see a fit to be transitioned over to the UN Secretariat’s SAP platform called UMOJA. The ERP Strategy should factor in the capability of accommodating and hosting smaller UN agencies that might otherwise not be able to afford access to an ERP platform on their own.
- **Cost Pressures and Funding Allocation.** Each agency is facing significant internal pressures to reduce its overhead budgets and hence the funding available to the ERP. Given this state, can cloud computing achieve certain cost savings? How feasible is it in the current Consortium context? Is the funding commitment from the Consortium sufficient to fund the current on-prem model to keep it in line with expectations and Consortium alignment? What are the options available? Full cloud? Hybrid cloud? Movement to a second-tier ERP Platform? Final deliverable should clearly highlight funding situation with ERP platform expectation alignment.
- **Ease of Maintenance (upgrades, patches, fixes).** Given the current funding levels and high demand for ERP solution deployment, the Consortium has de-emphasized the structured and methodical maintenance process of applying patches and bundles and has put its emphasis on deploying new features and functionality instead. As a result, there hasn’t been a concerted patch and bundle application effort in the last five years leading to certain instability issues. A key consideration for a platform going forward is the availability of tools and mechanisms to facilitate ease of maintenance with minimal intervention (funding and human) required from the Consortium members.
- **Operating Model.** Currently, UNDP is the custodian of the ERP and bills each agency on a cost recovery basis for products and services delivered. Given the possible options being considered, what are the implications on the current model? What possible models can be considered going forward? Connected with this, an ERP requires organizational resources, both in project and operational modes. What types of human resources are needed to effectively deliver on the ERP strategy in both project and operational modes? What are the implications on current human resource skill sets?
- **ERP Interoperability.** The United Nations General Assembly has stated that each agency’s ERP should be able to interact with each other’s in order to achieve greater efficiencies in the field at the Country Office level where multiple UN agencies are operate and need to interact and collaborate. Given this stated objective, what best platform approach and architecture is best suited going forward?
- **Mobile Access.** The rise of smartphones and tablets has opened up new opportunities for users to transact and get information from the ERP. Should mobile delivery of services and transactions be incorporated as part of an ERP platform (cloud or on-prem) or should there be an investment into a mobile platform separately? What are the cost and change implications?

### ***3.5 Roadmap/ Strategy Deliverable & Key Activities Details***

This section describes UNDP’s expectations in detail for the deliverable and some key activities anticipated to be performed by the Consultant.

#### **3.5.1 Deliverable**

The deliverable to be handed over by the Consultant should be a document entitled “Atlas Consortium ERP Strategy and Roadmap”. The final deliverable should contain at a minimum the following sections:

1. Statement of goals and objectives of the Consortium
2. Presentation of options in section 3.3 discussing advantages and challenges of each along with pertinent variables the Consortium should factor in.
3. How each option fits with variables stated in section 3.4
4. Present Interview findings and themes emerging from the interviews
5. An evaluation framework

### **3.5.2 Key Activities**

In support of the final deliverable, it is expected that the consultant will conduct the following activities:

- Interview each agency's senior leadership to gather information surrounding the Consortium objective and value add of the Consortium. Also collect other pertinent data points from this group.
- Interview key business process owners for purposes of gathering information as to expectations from an ERP and what has worked well and what can be improved going forward from a business objective, technical, and governance perspective.
- Interview key technology stakeholders for purposes of gathering information as to expectations from an ERP and what has worked well and what can be improved going forward from a business objective, technical, and governance perspective.
- Review each agencies' funding commitment to current platform
- Analyze aspirational end state goals in connection with the current state and identify gaps with possible gap mitigation approaches in the areas of operational model, funding, and human resource skill sets.

### **3.6 Project Timelines**

UNDP anticipates an eight week effort with the deliverable being tabled during the final week as proposed by the vendor. Anticipated start date would be 8 September 2015.

### **3.7 Additional Information**

In preparing its submission, the Consultant should take into account the following UNDP requirements:

- Consultant Proposal should contain in addition to elements articulated in section 3.5.1:
  - Relevant firm experience in ERP Roadmap Strategy Work
  - Time Phased Resource Plan (resources to be used with level of involvement by project phase)
  - Curriculum Vitae of all proposed project resources
- Proposed CVs and project structure should contain a minimum of a Lead/Project Manager with over 8 years' experience in the field of ERP and an analyst with a minimum of 5 years' experience in ERP.
- Project Central will be at UNDP HQ in New York. There is no anticipated foreign travel. Any stakeholder interviews of staff based outside of New York will be conducted from UNDP's New York Offices using videoconferencing capabilities. If part of the work or Consultant staff will be based in a location other than New York, this should be clearly stated in the Consultant's proposal
- UNDP will supply office space and network connectivity to Consultants. No hardware will be issued.
- The project will be governed by the appointed Atlas Consortium ERP Strategy & Roadmap Review Committee and adhere to the PRINCE2 (P**R**ojects **I**N C**o**ntr**o**lled E**n**vironments) methodology which is a widely used project management method and is a process-based method for effective project management. It is expected the Consultant will conform to this process.

**ANNEX II**  
**FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL<sup>2</sup>**

***(This Form must be submitted only using the Service Provider's Official Letterhead<sup>3</sup>)***

[insert: Location].  
[insert: Date]

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

Dear Sir/Madam:

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

<b>TECHNICAL PROPOSAL FORMAT</b>
<b>Consulting Services – United Nations Development Programme (UNDP) Atlas Consortium: Enterprise Resource Planning (ERP) Strategy &amp; Roadmap</b>

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

<b>Name of Proposing Organization / Firm:</b>											
<b>Country of Registration:</b>											
<b>Name of Contact Person for this Proposal:</b>											
<b>Address:</b>											
<b>Phone / Fax:</b>											
<b>Email:</b>											
<table border="1" style="width: 100%;"><thead><tr><th style="width: 50%;">Mandatory Pass/Fail Criteria</th><th style="width: 15%;">Compliance (Yes/No)</th><th style="width: 35%;">Comments</th></tr></thead><tbody><tr><td>To confirm that the proposed proposer is not a software company, and if confirmed, does not have an alliance/relationship exclusively with one software company; thus eliminating conflict of interest between the strategy recommendation and the implementation later.</td><td></td><td></td></tr><tr><td>Acceptance of UNDP's Terms and Conditions</td><td></td><td>If not, please explain. Please note that If vendor declines or proposes major deviations from UNDP's Terms and Conditions UNDP may reject the proposal.</td></tr></tbody></table>			Mandatory Pass/Fail Criteria	Compliance (Yes/No)	Comments	To confirm that the proposed proposer is not a software company, and if confirmed, does not have an alliance/relationship exclusively with one software company; thus eliminating conflict of interest between the strategy recommendation and the implementation later.			Acceptance of UNDP's Terms and Conditions		If not, please explain. Please note that If vendor declines or proposes major deviations from UNDP's Terms and Conditions UNDP may reject the proposal.
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<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

## SECTION: TECHNICAL COMPONENT

### 1. Expertise of the Firm/Organization

*This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement.*

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

Provide a brief description of the organization/firm submitting the proposal (holding company or one firm), including the year and country of incorporation, types of activities undertaken, awards/recognition received, and customers.

Legal Standing of the Offeror (Litigation and Arbitration History): Include any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

#### 1.2 General Organizational Capability which is likely to affect implementation:

The Offeror shall demonstrate its corporate capability with regard to the requirements of the Terms of Reference. Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in.

Please provide General Organizational Capability which is likely to affect implementation (i.e. size of the firm / organization, branches/offices, strength of project management support e.g. project financing capacity and project management controls).

#### 1.3 Extent to which any work would be subcontracted

Subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.

#### 1.4 Quality assurance procedures, warranty, and Risk Management

#### 1.5 Relevance of Specialized Knowledge and Experience on Similar Projects

Describe the experience of the organization performing similar services in ERP Roadmap Strategy Work. Please provide the similar client list over the last 3 years.

Project	Client	Contract Value	Period of activity (from/to)	Role on the Project	Reference Contact Details (Name, Phone, Email)
1-					
2-					
3-					

### 2. Proposed Methodology, Approach and Implementation Plan

#### 2.1 Implementation of the Project

Clear presentation and the sequence of activities and the planning logical, realistic and promise efficient implementation to the project by defining an engagement approach, plan, and a time phased resource plan.

2.2 The proposal discuss how it will approach answering the questions and considerations in section 3.3 and 3.4 of the ToR.

2.3 The proposal contain an overall framework by which the Roadmap can be based on.

### 3. Management Structure and Key Personnel

*Please include Curriculum Vitae for the team proposed for this project and specify team structure (including roles and responsibilities). CVs should demonstrate qualifications in areas relevant to the Terms of Reference (TOR) in Annex II: Does the assigned staff have the relevant technical skills required for the service defined in the proposal, including relevant experience? Should state why the person is the best suitable for the project. The suitability of both proposed key personnel and team structure will be an evaluation factor.*

*Please use the format below, with each CV no more than THREE pages in length.*

<b>Name:</b>	
<b>Position for this Assignment:</b>	
<b>Nationality:</b>	
<b>Language Skills:</b>	
<b>Educational and other Qualifications:</b>	
<b>Summary of Experience:</b> (include all relevant work experience; stating the contract period as well as summary of the assigned tasks)	

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

*[Designation]*

*[Date]*



**ANNEX III**  
**FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL<sup>4</sup>**

**Cost Breakdown per Deliverables\***

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable .....	20%	
2	Deliverable .....	80%	
	Total	100%	USD .....

*\*Basis for payment tranches*

The Proposers are requested to provide the cost breakdown for each deliverable based on the below format (Please Note that the item listed serves only as examples). UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

**A- Consulting Services - Fixed Cost**

Staffing / Deliverable	Daily Rate in USD	No of Days	Total Price	Remarks (if any)
Consultant 1				
Consultant 2				
Total Consulting Services				

**B- Consulting Services – (Reimbursable Cost but the proposed amount would be used as the ceiling )**

Estimates	Total Price	Remarks (if any)
Estimates for cost-reimbursable items, if any, such as travel and out of pocket expense related to travel to NY		

**C- Totals – Not to Exceed Cost**

Total Report Cost	Total Price	Remarks (if any)
Services (A) + Reimbursable Costs (B)		

<sup>4</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

## **ANNEX IV**

### ***General Terms and Conditions for Services***

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees,

officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

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

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

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

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

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

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

## **22.0 SEXUAL EXPLOITATION:**

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

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract



is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

### **23.0 SECURITY:**

#### **23.1** The Contractor shall:

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

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

### **24.0 AUDITS AND INVESTIGATIONS:**

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

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

### **25.0 ANTI-TERRORISM:**

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

### **26.0 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 Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.