

# **INVITATION TO BID**

**Provision for Operations Services**

**ITB/UNDP/GSSU/006/2016**



**United Nations Development Programme**

February, 2016

## **Section 1. Letter of Invitation**

1<sup>st</sup> February 2016

### **Provision for Operations Services**

Dear Mr/Ms:

1. The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.
2. The Office of Sourcing and Operations (OSO) of UNDP, on behalf of UNDP Global Shared Service Unit (GSSU) in Malaysia is issuing this tender document for the purpose of concluding a Long Term Agreements (LTAs) with the successful Proposers (up to 3 maximum) for the period of 3 (three) years, subject to satisfactory contract performance. Other UN Agencies may decide to piggyback on the contracts established where a separate contract might be needed to issue by relevant UN Agency.
3. An estimated volume of services within the next three years would be about USD1.7 million in total. While UNDP intends to establish the LTAs, there is no fixed committed contract amount and UNDP reserves the right to utilize other sources at its discretion to assure value for money. Once the contract is established with the winning vendors, orders for services will be placed through the Purchase Orders and the General Conditions and Terms of the Contract will be in force.
4. This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Terms of Reference (ToR)
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Performance Security - Not Applicable
- Section 9 – Long Term Agreement (LTA) for the Provision of Services, including General Terms and Conditions (GTCs).

5. Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in accordance with Section 2.
6. You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme  
[Pan.nee.lee@undp.org](mailto:Pan.nee.lee@undp.org) , Lee Pan Nee  
[nazim.razak@undp.org](mailto:nazim.razak@undp.org) , Nazim Razak

The letter should be received by UNDP no later than **10<sup>th</sup> February 2016**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,

Bakhtiyor Khamraev  
Team Lead  
Office of Sourcing and Operations  
Bureau for Management Services

Global Shared Service Unit  
Cyberjaya, Malaysia  
United Nations Development Programme

## Section 2: Instruction to Bidders

### Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencycdocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protect/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protect/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the following must be disclosed in the Bid:
  - 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
  - 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

**Failure of such disclosure may result in the rejection of the Bid.**

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF BID**

### **9. Sections of Bid**

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

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

### **10. Clarification of Bid**

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

## **11. Amendment of Bid**

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

## **C. PREPARATION OF BID**

### **12. Cost**

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **13. Language**

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

### **14. Bid Submission Form**

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

### **15. Technical Bid Format and Content**

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26

for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

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

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



- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## 18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) An expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

## **19. Joint Venture, Consortium or Association**

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

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

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

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

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

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

the individual experts themselves in their presentation of their individual credentials.

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

## **20. Alternative Bid**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

## **21. Validity Period**

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

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## **22. Bidder's Conference**

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

# **D. SUBMISSION AND OPENING OF BID**

## **23. Submission**

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper

sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.
- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Deadline for Submission of Bid and Late Bids**

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

#### **25. Withdrawal, Substitution, and Modification of Bid**

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **26. Bid Opening**

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

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

# **E. EVALUATION OF BID**

## **28. Preliminary Examination of Bid**

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

## **29. Evaluation of Bid**

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation

provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Bid**

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

### **31. Responsiveness of Bid**

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

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

### **32. Nonconformities, Repairable Errors and Omissions**

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, 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.

### **36. Contract Signature**

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

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

### **37. Performance Security**

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

### **38. Bank Guarantee for Advanced Payment**

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

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  
<http://www.undp.org/procurement/protest.shtml>



## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	The Long Term Agreements (LTA) for Provision for Operations Services
2		Title of Goods/Services/ Work Required:	Provision for Operations Service
3		Country:	Malaysia
4	C.13	Language of the Bid:	English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	No partial bids are allowed. Bidders are requested to submit complete bids only.
6	C.20	Conditions for Submitting Alternative Bid	Shall not be considered
7	C.22	A pre-Bid conference will be held on:	<p>Venue : UNDP-Global Shared Service Unit  1<sup>st</sup> Floor, Block C, Cyberview Tower 12  MKN Embassy Techzone  No 3200 Jalan Teknokrat 2  63000 Cyberjaya, Selangor, Malaysia</p> <p>Date : TBA  Time : TBA</p> <p>The focal person for the arrangement is :  Mrs. Lee Pan Nee  Email : <a href="mailto:Pan.nee.Lee@undp.org">Pan.nee.Lee@undp.org</a></p>

<b>DS No.</b>	<b>Cross Ref. to Instructions</b>	<b>Data</b>	<b>Specific Instructions / Requirements</b>
8	C.21.1	Period of Bid Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Bid Security	Not Required
10	B.9.5	Acceptable forms of Bid Security	Not Applicable
11	B.9.5 C.15.4 a)	Validity of Bid Security	Not Applicable
12		Advanced Payment upon signing of contract	Not allowed.
13		Liquidated Damages	Will not be imposed
14	F.37	Performance Security	Not Applicable
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	MYR (Malaysian Ringgit)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	Clarifications will be provided on rolling basis and last request for questions/clarifications should be submitted to UNDP no later than 10 calendar days before the submission date. All responses provided by UNDP will be also posted on the UNDP procurement website, as an update to this ITB on <a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
17	B.10.1	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Mrs. Lee Pan Nee Mr. Nazim Razak</p> <p>E-mail address dedicated for this purpose: <a href="mailto:Pan.nee.lee@undp.org">Pan.nee.lee@undp.org</a> and copy to <a href="mailto:nazim.razak@undp.org">nazim.razak@undp.org</a></p> <p><i>(please direct clarifications/questions to both email addresses)</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Bidders by email and Posting on the website <a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a>
19	D.23.3	No. of copies of Bid that must be submitted	One (1) copy Through E-mail.
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p><a href="mailto:psb.bids@undp.org">psb.bids@undp.org</a></p> <p><b>ITB/UNDP/GSSU/006/2015 , Provision for Operations Service</b></p>
21	C.21.1 D.24	Deadline of Bid Submission	<p>Date and Time :</p> <p><b>24<sup>th</sup> February 2016,</b></p> <p><b>11.59 pm local Kuala Lumpur time.</b></p>
22	D.23.2	Manner of Submitting Bid	Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p><input checked="" type="checkbox"/> Official Address for e-submission: <b>psb.bids@undp.org</b></p> <p><input checked="" type="checkbox"/> Format : PDF files</p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> <b>Max.</b> File Size per transmission: <b>5 Mega Bytes</b></p> <p><input checked="" type="checkbox"/> <b>Max.</b> No. of transmission : <b>Unlimited</b></p> <p><input checked="" type="checkbox"/> Mandatory subject of e-mail: <b>ITB/UNDP/GSSU/006/2015</b></p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: Yes</p> <p><input checked="" type="checkbox"/> <b>Digital Certification/Signature: [All bids must be signed by signatory authority of submitting bidder]</b></p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p><input checked="" type="checkbox"/> Time Zone to be Recognized: Kuala Lumpur, Malaysia (GMT +8)</p> <p><input checked="" type="checkbox"/> Other conditions: See below <i>further instructions for electronic submission</i></p> <p><b>Bidders 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 Bidders to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.</b></p> <p><b>When choosing to submit their bids electronically, Bidders 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> <p><b>Please Note: Any bid sent to the private email addresses of any procurement staff will not be accepted.</b></p>
24	D.23.1 c)	Date, time and venue for opening of Bid	<b>Not applicable</b>
25		Evaluation method to be used in selecting the most responsive Bid	<p><input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements (Section 6); and</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid</p> <p><b>Memo to Bidders (<u>Examples of Bid Rejection</u>)</b></p> <p>Bids have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why bids are rejected. Bidders are urged to read this before submission and to check that their bids conform to each of these points and the instructions as noted in the bidding documents.</p> <p>➤ Bid is submitted <u>after</u> the deadline for submission, either by hand or electronically. Emailed bids sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your bids beforehand.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<ul style="list-style-type: none"> <li>➤ Bids <u>not</u> submitted to correct physical or electronic address. Note that the address for bid submission is different from the address for bid questions.</li> <li>➤ Bid is <u>not</u> signed as per the instructions in the ITB.</li> <li>➤ <u>Not</u> all sufficient documents have been provided.</li> <li>➤ Documents provided are <u>not</u> in English.</li> <li>➤ Documents provided do <u>not</u> directly address each point of the evaluation criteria.</li> <li>➤ Bid not specifically addressing the evaluation criteria of the ITB and Technical Specifications.</li> <li>➤ Bid does <u>not</u> offer services which have been specifically requested in the Technical Specifications.</li> <li>➤ Failure to enclose the Bids Submission Form (see Section 4).</li> <li>➤ The Bidder failed to consult the UNDP procurement website before the deadline for bid submission and did not see the changes to the ITB listed there which need to be incorporated in the bid.</li> <li>➤ The Bidder declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9).</li> <li>➤ Bids contain viruses and/or corrupted files. The Bidders should ensure that submitted bids DO NOT contain viruses and/or corrupted files. Such bids will be rejected.</li> </ul> <p>The above examples illustrate some errors which may be made by Bidders. This is a partial list. The bidding documents contain additional instructions which should be followed carefully.</p>
26	C.15.1	Required Documents that <b>must be Submitted</b> to Establish Qualification of Bidders (In “Certified True Copy” form only)	<ul style="list-style-type: none"> <li>☑ Company Profile including printed brochures and product catalogues relevant to the goods/services being procured. Company profile is a set of information used by the bidder for marketing purposes.</li> <li>☑ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any</li> <li>☑ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</li> <li>☑ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past three years or D&amp;B report</li> <li>☑ Self- Statement of Satisfactory Performance of the Top 3 Clients during the past 5 years in terms of Contract Value</li> </ul>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>☒ Information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.</p>
27		Other documents that may be Submitted to Establish Eligibility	Confirmation of non-inclusion of the bidder in the in UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List and in the list of vendors sanctioned by UNDP
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<p><b>IMPORTANT: Bidders are requested to complete and submit together with the bids the documentation required under Section 6 Technical Bid form of this ITB.</b></p> <p><b>THE FOLLOWING SHALL BE INCLUDED IN THE BID SUBMISSION (in addition to the documentation requested in <u>Clause 26 above</u>):</b></p> <p><b>]</b></p> <p><b>A) COMMERCIAL</b></p> <p>A.i. <b>Bid submission form:</b> Fully completed and duly authorized (see Section 4).</p> <p>A.ii. Technical Bid form (Section 6)</p> <p>A.iii. <b>Price Schedule form:</b> Fully completed and duly authorized (see Section 7).</p> <p><b>B) TECHNICAL</b></p> <p>B.i. <b>Description of the services:</b> Confirmation of services requested in the Terms of Reference and items in Section 6. .</p> <p><b>B.ii. Bidder's Statement Regarding Deviations/Non-Compliance</b> - Any departure from the provisions of the services requested in the Terms of Reference and items in <i>Section 6</i>.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
29		UNDP will award the contract to:	Up to maximum of three (3) Long Term Agreements. Secondary competition would apply for orders placing.
30	F.34	Criteria for the Award and Evaluation of Bid	<b><u>Award Criteria</u></b> See item 25 above
31	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
32		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Agreement with UNDP's General Terms and Conditions for Services as attached in the ITB and based on date of countersignature of the and duly executed contract

## Section 3: Terms of Reference

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### 3.1 Background

UNDP Global Shared Service Unit (GSSU) in Cyberjaya, Malaysia was established since January 1, 2012 to support UNDP's adoption of best practices on the International Public Sector Accounting Standards (IPSAS) and represents a key step towards increasing transparency, accountability and raising financial management standards. UNDP-GSSU is currently providing transactional and advisory support services in the areas of financial, accounting and procurement to all UNDP's network of offices, covering 177 countries and territories across multiple time zones.

In line with its expansion plan, UNDP-GSSU is seeking recruiting agencies to outsource contracting of skilled individual consultants. Those individuals consultants must be fluent in English (and fluency in other UN official languages such as French, Spanish, etc. would be desirable), to join UNDP-GSSU as part of its operations services providers.

### 3.2 Objective

UNDP-GSSU wishes to enter into a Long Term Agreements (LTAs) with up to three (3) qualified and experienced professional Recruitment Agencies for up to three (3) years subject to satisfactory contract performance.

### 3.3 Services required by UNDP-GSSU

Selected Recruitment Agencies shall provide UNDP-GSSU with qualified individual consultants' services as per sample/indicative job descriptions (see Annex 1) of this ITB. The Recruitment Agencies shall carefully pre-screen all personnel prior to referral to UNDP-GSSU to assure that they possess all of the required skills and abilities to perform the assigned tasks. The personnel provided shall meet the minimum qualifications, education and experience required as provided in the sample/indicative job descriptions (Annex 1) for the job to be performed. The Recruitment Agencies shall be informed of the specific duties, length of assignment, any special skills or abilities required and other pertinent requirements as deemed appropriate by UNDP-GSSU. A copy of the relevant requirements for the services requested shall be sent by UNDP-GSSU to the Recruitment Agencies at the time of request.

### 3.4 Scope of work

Pursuant to the services required by UNDP-GSSU, the Recruitment Agencies shall perform the following functions:

- Engage with UNDP-GSSU to get the understanding of its operations, work environment, work culture, expansion plan and other relevant information.
- Recruitment Agencies are required to absorb and manage the existing individual consultants
- Develop a recruitment strategy in consultation with UNDP-GSSU and selection methodology that will support the immediate placement of resources required by the UNDP-GSSU to deliver its services
- Publish advertisements and receive applications
- Conduct outreach activities for specific profiles upon request
- Conduct a thorough assessment of candidates on the basis of their application against the requirements outlined in the Job Description provided by UNDP-GSSU
- Conduct tests (language and functional) and interviews when required



- Undertake reference verifications for shortlisted candidates
- Present for acceptance by UNDP-GSSU a shortlist/report of qualified candidates
- Contract the selected candidate and assign them to UNDP-GSSU premises to perform the functions outlined in sample/indicative job descriptions (see Annex 1)
- Process individual consultant's salaries, entitlements and benefits as per current labor laws in Malaysia
  - Employees Provident Fund (EPF) contributions – as per rate of distribution table listed in **Employees Provident Fund Act 1991 Subsection 43(3)**
  - Social Security Organization (SOSCO) contributions - as per rate of distribution table listed in **PERKESO website**
  - Insurance Policy – Total monthly value equal to RM 65.00 per individual consultant
  - Public Holidays – 10 days public holiday per annum as per UNDP clause
  - Annual Leave – 1 day per month on an earning basis. No salary in-lieu can be claimed for unutilized annual leave
  - Medical Leave – 14 days sick leave per annum on a pro-rated basis prior to contract period
  - Hospitalization Leave – 60 days hospitalization leave per annum inclusive of paid sick leave entitlement
  - Maternity Leave – 60 days maternity leave per child, only eligible for entitlement upon completion of at least 6 months contract at UNDP-GSSU
- Pay, withhold and transmit applicable taxes
- Handle individual consultant's compensation claims
- Require assigned individual consultant to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions or retirement plans or any other benefits offered or provided by UNDP-GSSU to its staff members
- Require assigned individual consultant to sign confidentiality agreements before they begin their assignments with UNDP-GSSU
- Provide replacement if UNDP-GSSU, in its sole discretion and at any time of the assignment of the individual consultant, determines that she/he is not suitably qualified or otherwise fit to undertake the Service
- Conduct discussion / meeting with regards to work progress, issues resolution, etc. as and when required by UNDP-GSSU
- Conduct individual consultant performance review with UNDP-GSSU at least once during the his/her service period
- Recruitment Agencies are requested to conduct individual consultants' satisfactions surveys to assess the job satisfaction and learning opportunities

### **3.5 Contracting plan**

Contract duration for the individual consultant initially will be for 6 months and may be extended subject to satisfactory performance and budget availability.

### **3.6 Guidance to secondary competition**

UNDP-GSSU intends to award three (3) LTAs to the responsive Proposers. After the LTAs are established with winning vendors, the award of an assignment for specific demand will be made to at least one of LTA holders through secondary competition. LTA holders must be able to provide resources for services requested and must have appropriate capacity to provide qualified candidates for the required period on time. Selection of the candidates will be based on the quality of CVs (skills, experience), availability and total price. The lowest price is not the main factor.

### **3.7 Remuneration for Services**

The successful Recruitment Agencies will be remunerated on a monthly basis of percentage of monthly gross payment of successfully placed individual consultants with UNDP-GSSU. Recruitment Agencies Service fee shall be based on the following fee structure:

- a. Recruitment fee – Sourcing and hiring of new individual consultant as per UNDP-GSSU requirement; And
- b. Maintenance fee – Post onboarding, where is Recruitment Agencies shall be remunerated for the services provided in maintaining/ administering individual consultant engaged by UNDP-GSSU.

Recruitment fee shall not be paid to the recruitment agency in the situations where the individual consultant were originally sourced (or to be sourced in the future) by UNDP-GSSU. Those individual consultant are expected to be migrated/contracted by winner recruiting agency(ies) to administer and manage them under “Maintenance” services.

### **3.8 Employment status**

The individual consultant assigned by the Agencies to UNDP-GSSU shall not be recognized as UNDP’s staff and therefore shall not be subject to UNDP’s Staff Regulations and Staff Rules and shall not have any privileges and immunities enjoyed by UNDP’s staff.

### **3.9 Salary range**

A table of monthly salary scale for range of consultants will be provided only to the Bidders that express an interest to bid. Please contact procurement persons indicated in RFP, Section 1, Data Sheet to obtain the salary scale.

### **3.10 Terms of payment**

Payment will be made within thirty (30) days after the receipt and certification of the recruitment agency’s invoice, which shall be submitted only after completion of the services to which it relates and only if UNDP-GSSU has certified that the services have been satisfactorily performed by the individual consultant.

- Salary to be calculated based on 21.75 working days per month
- Timesheets to be submitted by 24<sup>th</sup> of each month (Mobile/online submission of timesheets preferred)
- Salary to be disbursed to individual consultant on last calendar day of each month

### **3.11 Other Information**

Successful Individual contractors are required to follow the following working hours:

- Monday to Friday, starts between 08.00am–09.30am, ends between 04.30pm – 06.00pm. Total of 7.5 working hours per day
- Individual consultant will be required to do night shift when requested by UNDP-GSSU , for 5 working days on a 2 to 3 month cycle, shift starts at 03.00pm and ends at 12.00am.

## Annex 1 – Sample/ Indicative Job Descriptions and Specifications

1.1	Position	Junior Finance Accounting Consultant
1.2	Duties & Responsibilities	<p><u>Surge Support</u></p> <p>During periods of Peak Volume and Exceptional Activities, provide support and assistance to the Regional Teams or Functions with the processing of Revenue, Asset or Expense transactions including;</p> <ul style="list-style-type: none"> <li>• Document Preparation Review and Filing</li> <li>• Preparation of Asset, Revenue ,Expense or related Transactions for Input</li> <li>• Basic Input of Transactions to pre-Approval stage</li> <li>• Reconciliation of Transaction of Tracking systems</li> <li>• Closing of Completed Tasks and reconciliation of Outstanding tasks</li> </ul> <p><u>Additional Asset Work</u></p> <ul style="list-style-type: none"> <li>• <u>Asset Verifications</u>; Perform, Analyse and Summarise the review of the Asset Verification Submission</li> <li>• <u>Inter Modular Reconciliations</u>; Perform and Analyse the Reconciliation between Atlas Modules in relation to Asset Transactions</li> <li>• <u>Financial Review</u>; Perform, Analyse and Summarise the Financial Impacts by period of the Asset Transactions processed by the UNDP-GSSU.</li> <li>• <u>Data Analysis and Update</u>; Add, Update, Correct or Amend to the Tracking Analysis Data and perform Ad Hoc Reviews</li> </ul> <p><u>Additional Revenue Work</u></p> <ul style="list-style-type: none"> <li>• Regional Bureaux Required Data; Design, Develop and Implement the Regional Bureau monthly update which provides the information of the UNDP-GSSU activities</li> <li>• Assist in the Implementation of the AR Balance Sheet Reviews and Past Milestones Analysis</li> <li>• Assist with the following Revenue Projects , requiring data analysis and implementation <ul style="list-style-type: none"> <li>• Project Activated, Amount not Allocated</li> <li>• Pending Projects Review</li> <li>• Milestone Past Due Review</li> </ul> </li> </ul> <p><u>General Data Analysis, Reconciliation and Clean Up</u></p> <ul style="list-style-type: none"> <li>• Assist with the Dashboard Implementation for the UNDP-GSSU, including testing, analysis and results review to ensure data quality and accuracy</li> <li>• Assist with tasks related to General Dashboard or Data clean up exercises as determined internally or assigned by Headquarters</li> </ul>

		<ul style="list-style-type: none"> <li>Tracking Analysis will require update, past case review, additional information on an adhoc basis</li> </ul>
1.3	Eligibility	Candidates must be Malaysian Citizen or Resident (with valid work permit). People with disabilities and other rightly qualified people are encouraged to apply.
1.4	Education Requirement	At a minimum, Diploma in Finance, Accounting, Business or Administration and interested in pursuing a Professional Accounting Qualifications. Part/full professional accounting qualifications is desirable but not a requirement.
1.5	Experience Requirement	This is an entry to early career level position. relevant work experience in accounting and finance is desirable but not a requirement
1.6	Competencies Required	<ul style="list-style-type: none"> <li>Sound knowledge of Accounting Principles and Concepts including international accounting standards, accrual and asset accounting</li> <li>Financial and Data Analysis using Microsoft Office tools</li> <li>Numerate, attentive to detail and customer focused</li> <li>Good command of English, both verbal and written</li> <li>A team player who is proactive, open and effective in communication within the team</li> </ul>

2.1	Position	Senior Finance Accounting Consultant
2.2	Duties & Responsibilities	<p><u>Surge Support</u></p> <p>During periods of Peak Volume and Exceptional Activities, provide support and assistance to the Regional Teams or Functions with the processing of Revenue, Asset or Expense transactions including;</p> <ul style="list-style-type: none"> <li>• Document Preparation Review and Filing</li> <li>• Preparation of Asset, Revenue Expense or related Transactions for Input</li> <li>• Basic Input of Transactions to pre-Approval stage</li> <li>• Reconciliation of Transaction of Tracking systems</li> <li>• Closing of Completed Tasks and reconciliation of Outstanding tasks</li> </ul> <p><u>Additional Asset Work</u></p> <ul style="list-style-type: none"> <li>• Asset Verifications; Perform, Analyse and Summarise the review of the Asset Verification Submission</li> <li>• Inter Modular Reconciliations; Perform and Analyse the Reconciliation between Atlas Modules in relation to Asset Transactions</li> <li>• Financial Review; Perform, Analyse and Summarise the Financial Impacts by period of the Asset Transactions processed by the UNDP-GSSU.</li> <li>• Data Analysis and Update; Add, Update, Correct or Amend to the Tracking Analysis Data and perform Ad Hoc Reviews</li> </ul> <p><u>Additional Revenue Work</u></p> <ul style="list-style-type: none"> <li>• Regional Bureaux Required Data; Design, Develop and Implement the Regional Bureau monthly update which provides the information of the UNDP-GSSU activities</li> <li>• Assist in the Implementation of the AR Balance Sheet Reviews and Past Milestones Analysis</li> <li>• Assist with the following Revenue Projects , requiring data analysis and implementation</li> <li>• Project Activated, Amount not Allocated</li> <li>• Pending Projects Review</li> <li>• Milestone Past Due Review</li> </ul> <p><u>General Data Analysis, Reconciliation and Clean Up</u></p> <ul style="list-style-type: none"> <li>• Assist with the Dashboard Implementation for the UNDP-GSSU, including testing, analysis and results review to ensure data quality and accuracy</li> <li>• Assist with tasks related to General Dashboard or Data clean up exercises as determined internally or assigned by Headquarters</li> <li>• Tracking Analysis will require update, past case review, additional information on an ad-hoc basis</li> </ul>
2.3	Eligibility	Candidates must be Malaysian Citizen or Resident (with valid work permit). People with disabilities and other rightly qualified people

		are encouraged to apply.
2.4	Education Requirement	At a minimum, third level qualifications (Degree) in Finance, Accounting, Business or Administration and interested in pursuing a Professional Accounting Qualifications. Part/full professional accounting qualifications is desirable but not a requirement.
2.5	Experience Requirement	At least 3 years of relevant financial work experience in a large multinational corporation is required
2.6	Competencies Required	<ul style="list-style-type: none"> <li>• Sound knowledge of Accounting Principles and Concepts including international accounting standards, accrual and asset accounting</li> <li>• Financial and Data Analysis using Microsoft Office tools</li> <li>• Numerate, attentive to detail and customer focused</li> <li>• Good command of English, both verbal and written</li> <li>• A team player who is proactive, open and effective in communication within the team</li> </ul>

3.1	Position	Junior Expansion Support Consultant
3.2	Duties & Responsibilities	<p><u>Recruitment process</u></p> <ul style="list-style-type: none"> <li>• Recruitment <ul style="list-style-type: none"> <li>○ Assist on the development of a revised recruitment program for Phase 2 of the UNDP-GSSU expansion.</li> <li>○ Coordinate the end-to-end UNDP-GSSU recruitment and selection process according to UNDP policies and procedures, including candidate management and sourcing requirements</li> <li>○ Act as UNDP-GSSU focal point in liaising with Recruitment Agencies in building the resource pipeline</li> <li>○ Liaise with relevant parties to run successful recruitment campaigns via effective communication/channels</li> <li>○ Coordinate the resource planning, onboarding and induction of new UNDP-GSSU Staff.</li> </ul> </li> <li>• Campus engagement and Internships <ul style="list-style-type: none"> <li>○ Perform outreach to students at universities/campuses to build interests in pursuing a career with UNDP-GSSU mission</li> <li>○ Assist in delivering effective internship experience at the UNDP-GSSU</li> </ul> </li> </ul> <p><u>Training and Development</u></p> <ul style="list-style-type: none"> <li>• Coordinate applicable training programs/modules that would be suitable for UNDP-GSSU staff development</li> <li>• Liaise with respective corporate trainers to ensure impactful training delivery for UNDP-GSSU staff</li> <li>• Monitor performance of trainers and provide feedback/recommendations to UNDP-GSSU management</li> <li>• Engage with professional accounting bodies and other initiatives to keep the UNDP-GSSU abreast of opportunities in staff development or recruitment</li> <li>• Assist in the development and Implementation of the long term UNDP-GSSU rotational plan in line with UNDP policies and guidelines</li> <li>• Encourage the uptake of Professional development opportunities of UNDP-GSSU Staff</li> </ul> <p><u>Stakeholder Management</u></p> <p>Manage internal and external UNDP-GSSU stakeholders impacted by the UNDP-GSSU expansion plans in the following areas:</p> <ul style="list-style-type: none"> <li>• External/stakeholder relations</li> </ul>

		<ul style="list-style-type: none"> <li>○ Support the engagement of various internal and external stakeholders as a focal point, including Government departments and agencies</li> <li>○ Keeping UNDP-GSSU staff updated on latest developments</li> <li>• Office Space <ul style="list-style-type: none"> <li>○ Act as a focal point between UNDP-GSSU and relevant parties (Government of Malaysia, Landlord, Contractors) in relation to temporary office space and the expanded office space planning and renovation, including agreement finalization, project management, etc.</li> </ul> </li> </ul>
3.3	Eligibility	Candidates must be Malaysian Citizen or Resident (with valid work permit). People with disabilities and other rightly qualified people are encouraged to apply.
3.4	Education Requirement	At a minimum, a Bachelor's Degree in Management/Administration or a related field.
3.5	Experience Requirement	This is an entry to early career level position. Relevant consulting related work experience is desirable but not a requirement
3.6	Competencies Required	<ul style="list-style-type: none"> <li>• Demonstrates commitment to UNDP's mission, vision and values;</li> <li>• Can demonstrate Project Management Skills;</li> <li>• Experience in Stakeholder liaison is desirable</li> <li>• Good command of English, both verbal and written</li> <li>• Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;</li> <li>• Demonstrate corporate knowledge and sound judgment;</li> <li>• Acting as a team player and facilitating team work;</li> <li>• Facilitating and encouraging open communication in the team, communicating effectively and proactive;</li> <li>• Managing conflict;</li> <li>• Learning and sharing knowledge and encourage the learning of others. Promoting learning and knowledge management;</li> <li>• Informed and transparent decision making;</li> <li>• Numerate, attentive to detail and customer focused.</li> </ul>



4.1	Position	Senior Expansion Support Consultant
4.2	Duties & Responsibilities	<p><u>Recruitment Process</u></p> <ul style="list-style-type: none"> <li>Recruitment <ul style="list-style-type: none"> <li>Provide strategic advice towards the development of a revised recruitment program for Phase 2 of the UNDP-GSSU expansion.</li> <li>Advise and manage the end-to-end UNDP-GSSU recruitment and selection process according to UNDP policies and procedures, including candidate management and sourcing requirements</li> <li>Act as UNDP-GSSU focal point in liaising with Recruitment Agencies in building the resource pipeline</li> <li>Liaise with relevant parties to run successful recruitment campaigns via effective communication/channels</li> <li>Manage the resource planning, onboarding and induction of new UNDP-GSSU Staff.</li> </ul> </li> <li>Campus engagement and Internships <ul style="list-style-type: none"> <li>Perform outreach to students at universities/campuses to build interests in pursuing a career with UNDP-GSSU mission</li> <li>Develop structured internship programs to deliver effective internship experience at the UNDP-GSSU</li> </ul> </li> </ul> <p><u>Training and Development</u></p> <ul style="list-style-type: none"> <li>Identify, advise and implement applicable training programs/modules that would be suitable for UNDP-GSSU staff development</li> <li>Liaise with respective corporate trainers to ensure impactful training delivery for UNDP-GSSU staff</li> <li>Monitor performance of trainers and provide feedback/recommendations to UNDP-GSSU management</li> <li>Engage with professional accounting bodies and other initiatives to keep the UNDP-GSSU abreast of opportunities in staff development or recruitment</li> <li>Develop and implement the longer term UNDP-GSSU rotational plan in line with UNDP policies and guidelines</li> <li>Encourage the uptake of Professional development opportunities of UNDP-GSSU Staff</li> </ul> <p><u>Stakeholder Management</u></p> <p>Manage internal and external UNDP-GSSU stakeholders impacted by the UNDP-GSSU expansion plans in the following areas:</p> <ul style="list-style-type: none"> <li>External/stakeholder relations</li> </ul>

		<ul style="list-style-type: none"> <li>○ Support the engagement of various internal and external stakeholders as a focal point, including Government departments and agencies</li> <li>○ Keeping UNDP-GSSU staff updated on latest developments</li> <li>• Office Space <ul style="list-style-type: none"> <li>○ Act as a strategic advisor and focal point between UNDP-GSSU and relevant parties (Government of Malaysia, Landlord, Contractors) in relation to temporary office space and the expanded office space planning and renovation, including agreement finalization, project management, etc.</li> </ul> </li> </ul>
4.3	Eligibility	Candidates must be Malaysian Citizen or Resident (with valid work permit). People with disabilities and other rightly qualified people are encouraged to apply.
4.4	Education Requirement	At a minimum, a Bachelor's Degree in Management/Administration or a related field.
4.5	Experience Requirement	Minimum of 3 years of relevant consulting to major multinationals corporations
4.6	Competencies Required	<ul style="list-style-type: none"> <li>• Demonstrates commitment to UNDP's mission, vision and values;</li> <li>• Can demonstrate Project Management Skills;</li> <li>• Experience in Stakeholder liaison is desirable</li> <li>• Good command of English, both verbal and written</li> <li>• Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;</li> <li>• Demonstrate corporate knowledge and sound judgment;</li> <li>• Acting as a team player and facilitating team work;</li> <li>• Facilitating and encouraging open communication in the team, communicating effectively and proactive;</li> <li>• Managing conflict;</li> <li>• Learning and sharing knowledge and encourage the learning of others. Promoting learning and knowledge management;</li> <li>• Informed and transparent decision making;</li> <li>• Numerate, attentive to detail and customer focused.</li> </ul>

5.1	Position	ICT Consultant
5.2	Duties & Responsibilities	<p><u>Help Desk and Infrastructure Support (Mandatory)</u></p> <ul style="list-style-type: none"> <li>• Being the dedicated point of contact and help-desk support for UNDP-GSSU users including assigning priority levels and maintaining the case log register</li> <li>• Maintain, manage, monitor and provide 1st level support and escalation, alert, incident management and work with respective vendor to resolve issues for the following applications but not limited to: <ul style="list-style-type: none"> <li>➤ Microsoft Office suite</li> <li>➤ Adobe Acrobat</li> <li>➤ Internet Browser</li> <li>➤ Anti-virus</li> </ul> </li> <li>• Manage installations and support of all ICT hardware including user peripherals such as laptops and workstation using Windows 7, 8 or 8.1 and software including patches and latest updates</li> <li>• Manage installations, synchronization and support of Microsoft Surface Pro / mobile devices (iPhone)</li> <li>• Manage, maintain and monitor the smooth and continuous operation of the following components but not limited to: <ul style="list-style-type: none"> <li>➤ Servers (file servers, mail servers, web servers, application servers, backup systems, print servers, email archiving servers, telephony systems and video conferencing equipment)</li> <li>➤ IT equipment/peripherals (printers, wireless access points, UPS, fire detection and access control of the IT/server room).</li> <li>➤ Network connectivity, accessibility and authentication</li> <li>➤ Service availability and fault resolution of virtual environment (VMware)</li> <li>➤ Storage environment (SAN storages &amp; switches)</li> <li>➤ Backup and restoration applications (Symantec backup 2014)</li> </ul> </li> <li>• Warranties and maintenance contracts with vendors</li> <li>• Provide the following monitoring tool &amp; reporting to UNDP-GSSU management: <ul style="list-style-type: none"> <li>➤ Status reporting and weekly/monthly updates covering ICT operational matters and service performance reports</li> <li>➤ Network monitoring tool and dashboard on network performance</li> </ul> <p>Highlight via proper alert, escalation and notification to UNDP-GSSU in the event of expected/unplanned system downtime</p> </li> </ul>

		<p><u>Value added services</u></p> <ul style="list-style-type: none"><li>• Provide consultation support or implement special projects such as migrations, testing of new technologies, etc. to keep UNDP-GSSU up to date on usable and relevant implementations.</li><li>• Provide recommendations on hardware/software procurement requirements and liaise with relevant UNDP-GSSU personnel for the procurement and disposal of all ICT hardware for use within the office</li><li>• Identify ICT risks and provide advice to UNDP-GSSU management including potential improvements to Business Continuity Plan (BCP) and Disaster Recovery procedures as part of risk management process.</li><li>• Manage technical documentation and provide user guides, if necessary.</li><li>• Assist in user training and improvement of systems usage.</li></ul> <p>Perform other related duties, as required</p>																				
5.3	Eligibility	Candidates must be Malaysian Citizen or Resident (with valid work permit). People with disabilities and other rightly qualified people are encouraged to apply.																				
5.4	Education Requirement	At Relevant academic qualification (e.g. Degree in Computer Science) and Certification in ICT such as MCP, MCSE, etc.																				
5.5	Experience Requirement	A track record of at least five years of experience in large ICT infrastructure having LAN/WAN, Internet/Intranet services in Windows environment																				
5.6	Competencies Required	<ul style="list-style-type: none"><li>• Technical Expertise in the following technologies required:<table><tr><th>Category</th><th>Details</th></tr><tr><td>Operating System</td><td>Windows 2008/2012</td></tr><tr><td>Messaging Solutions</td><td>Microsoft Exchange 2010</td></tr><tr><td>Virtualization</td><td>VMWare/ Hyper-V</td></tr><tr><td>Network</td><td>Cisco</td></tr><tr><td>Platform</td><td>Dell</td></tr><tr><td>Applications</td><td>- Microsoft Office Suite - Adobe Acrobat - Internet Browser - Anti-virus</td></tr><tr><td>Video Conferencing</td><td>Polycom, Skype</td></tr><tr><td>Backup solutions</td><td>Symantec backup 2014</td></tr><tr><td>Phone system</td><td>Cisco PABX / VOIP / Voicemail server</td></tr></table></li><li>• Knowledge and skills in networking, Windows 8, Windows servers, Microsoft Office Suite, antivirus, PC trouble-shooting</li></ul>	Category	Details	Operating System	Windows 2008/2012	Messaging Solutions	Microsoft Exchange 2010	Virtualization	VMWare/ Hyper-V	Network	Cisco	Platform	Dell	Applications	- Microsoft Office Suite - Adobe Acrobat - Internet Browser - Anti-virus	Video Conferencing	Polycom, Skype	Backup solutions	Symantec backup 2014	Phone system	Cisco PABX / VOIP / Voicemail server
Category	Details																					
Operating System	Windows 2008/2012																					
Messaging Solutions	Microsoft Exchange 2010																					
Virtualization	VMWare/ Hyper-V																					
Network	Cisco																					
Platform	Dell																					
Applications	- Microsoft Office Suite - Adobe Acrobat - Internet Browser - Anti-virus																					
Video Conferencing	Polycom, Skype																					
Backup solutions	Symantec backup 2014																					
Phone system	Cisco PABX / VOIP / Voicemail server																					

		<p>tools/utilities; trouble-shooting and maintenance of servers, PCs, printers, UPSs, Stabilizers, telephony systems, Networking Devices and other peripherals</p> <ul style="list-style-type: none"> <li>• Technical expertise and experience in providing end-user support, trouble-shooting &amp; maintenance of ICT hardware and software systems, etc. per the technologies described above.</li> <li>• Knowledge/experience in Shared Service Centre operations is desirable</li> <li>• Good knowledge of the UN system and its processes is desirable but not a requirement</li> <li>• Fluent in both written and oral English is essential</li> </ul>
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6.1	Position	Senior Consultant (in various disciplines of operations)
6.2	Duties & Responsibilities	<p><b>Recruitment/ HR</b> Manage the end-to-end process of the recruitment of Fixed Terms and Contractors; and develop the HR Function including but not limited to employee performance review, training and development.</p> <p><b>Finance/Transition</b> Provide strategic advice and support on the expansion of Share Service Centre in the areas including but not limited to KPI and performance reporting, case management tracking models, service agreements, costing models and procure to pay service expansion.</p> <p><b>Communications</b> Assess the information needs of UNDP-GSSC's stakeholders and implement effective communication plans for maximum reach at efficient costs, in alignment with the UN guidelines, policies and procedures.</p> <p><b>Other Areas</b> There may be other operational positions to be made available in light of the expansion of UNDP-GSSU in the next 3 years.</p> <p>Note: More detailed TORs will be provided as when the demand of the positions arise.</p>
6.3	Eligibility	Candidates must be Malaysian Citizen or Resident (with valid work permit). People with disabilities and other rightly qualified people are encouraged to apply
6.4	Education Requirement	<p>At a minimum, a Bachelor's Degree relevant to the areas of duties and responsibilities, e.g. Finance, Accounting, Management, Administration, Communications or a related field.</p> <p>For Finance related positions, full professional accounting qualifications is a requirement.</p>
6.5	Experience Requirement	A minimum of 5 year MNC experience relevant to the areas of duties and responsibilities stated.
6.6	Competencies Required	<ul style="list-style-type: none"> <li>• Demonstrates commitment to UNDP's mission, vision and values;</li> <li>• Excellence Project Management Skills;</li> <li>• Experience in Stakeholder liaison is desirable</li> <li>• Good command of English, both verbal and written</li> <li>• Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;</li> </ul>

		<ul style="list-style-type: none"> <li>• Demonstrate corporate knowledge and sound judgment;</li> <li>• Facilitating and encouraging open communication in the team, communicating effectively and proactive;</li> <li>• Learning and sharing knowledge and encourage the learning of others. Promoting learning and knowledge management;</li> <li>• Informed and transparent decision making;</li> </ul> <p>Numerate, attentive to detail and customer focused</p>
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## Annex 2 – Contracting/Resource Estimate

#	Position	Projected Headcount			
		Y2016	Y2017	Y2018	Y2019
1	Junior Finance Accounting Consultant	22	22	22	22
2	Senior Finance Accounting Consultant	4	4	4	4
3	Junior Expansion Support Consultant	2	2	2	2
4	Senior Expansion Support Consultant	1	1	1	1
5	ICT Consultant	1	1	1	1
6	Senior Consultant	3	3	3	3
	<b>Total</b>	<b>33</b>	<b>33</b>	<b>33</b>	<b>33</b>

Note:

- Out of 33 consultants, an estimate of 21 are already on board with the remaining 12 positions to be a new contracted.
- The total number of consultants remain constant year to year.



Section 4: Bid Submission Form<sup>1</sup>

***(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)***

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

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

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

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

We remain,

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<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

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

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

### Bidder Information Form<sup>2</sup>

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

ITB No.: *[insert number of bidding process]*

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

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

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<sup>2</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Joint Venture Partner Information Form (if Registered)<sup>3</sup>

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

ITB No.: *[insert number of bidding process]*

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

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

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<sup>3</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Bid Form<sup>4</sup>

**INSERT TITLE OF THE ITB**

<b>Name of Bidding Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Bid:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

**1.1 Brief Description of Bidder as an Entity:** Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc.

**1.2 General Organisation Capability:** Loose consortium, Size of the firm, strength of project management support, and project management controls. Provide a brief description of the Agency's main office and branches, number of company's employees.

**1.3. Financial Capacity:** Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, or D&B report etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

**1.4 Size of professional database:** Provide information with regards to the size of professional database kept by the agency.

**1.5 Track Record and Experiences:** Provide the following information regarding experience within for the last five (5) years which are related or relevant to those required for this Contract.

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

**1.6 Number of staff-managed annually in 2013, 2014, 2015:** Provide number of staff-managed complete with their job function categorisation in 2013, 2014, 2015.

<sup>4</sup> Technical Bids not submitted in this format may be rejected.

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

2.1. Scope of the project: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Be sure to demonstrate your understanding of the purpose and scope of the project as outlined in the Terms of Reference.

2.2. Approach to the Service: The approach and proposed solution shall match the business requirements as outlined in the Terms of Reference.

2.3 Important aspects and potential issues: Include sufficient details on the important aspects of the task including identification of pertinent issues and potential problems related to the project.

2.4. Project Development Plan: Describe the project development plan in detail. Plan should appear to be logical, realistic and promise efficient implementation of the project.

2.5 Creativity of Solution/Approach: Solution/Approach should demonstrate creativity and should offer the necessary flexibility to respond to evolving requirements resulting from organizational change in addition to meeting the objectives of the RFP.

Other: Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: Personnel Competence

#### 3.1. Qualification & Professional Experience of key personnel

Provide an organization chart describing the relationship of key positions and designations. Provide the CVs for of proposed personnel in the format given below. CVs should demonstrate qualifications in professional staffing services. Provide copies of relevant certificates, accreditations, awards and citations received by the proposed staff members.

UNDP might conduct interviews of the selected service provider's proposed key personnel, before initiating the contract.

#### **CV Format**

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of the Nominated Team Leader/Member		<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed

## **TECHNICAL MANDATORY REQUIREMENTS**

Bidder's proposed services **MUST** meet the following mandatory requirements to be considered for price evaluation.

### 1. Technical Mandatory Requirements

No.	Mandatory Requirements	Please Specify <u>YES</u> or <u>NO</u>
1	5 years of operations experience, registered and licensed as private employment agency / recruitment agent/ professional staffing agency in Malaysia.	
2	Demonstrate ability and/or past experience in providing similar services as per TOR.	
3	Maintains an extensive database of qualified candidates that meeting job positions in the TOR.	
4	Employs competent and experienced HR practitioners with at least 3 years of relevant experience (please provide CVs of the staff)	
5	Provides dedicated and qualified Hiring/ Account Manager with at least 5 years of relevant experience	
6	Financially capable of providing services to UNDP-GSSU. Annual turnover of the bidder must not be less than MYR 2 million for relevant services (i.e. in recruitment and staffing/ manpower services).	
7	Able to demonstrate in-depth knowledge of staffing services in the Malaysian context.	
8	Have demonstrated experience of managing successful recruitment of finance/accounting staff for multinational clients in Malaysia, including for shared services and centers/unit of Excellence, and be of good reputation.	
9	Able to demonstrate sound recruitment and retention strategy based on proven methodology and approach.	
10	Agency shall have minimum one positive recommendation from international/multinational organization.	
11	Agency has established quality control and performance feedback system in place.	

### 2. Commercial mandatory requirements

Description	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>Comments</i>
All Provisions of the UNDP General Terms and Conditions are accepted			



Validity of Quotation, 120 days			
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## Section 7: Price Schedule Form<sup>5</sup>

1. The Price Schedule must provide a detailed cost breakdown for each item and submit it along with the project budget sheet.
2. The components comprising the total price must provide sufficient detail to allow UNDP to determine compliance of offer with specifications as per Scope of Work and Technical Specifications of this ITB.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.
4. The format shown on the following page shall be used as a model 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.
5. In case of discrepancy between unit price and total price, the unit price shall prevail.
- 6. Price Schedules not submitted in the format as per [Appendix I](#) may be rejected**

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_ (company name)

\_\_\_\_\_  
Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

<sup>5</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

## Appendix I

#	Position of Individual Consultant	Number of Individual Consultant (Existing)	Number of Individual Consultant (New Contracting)	Weightage based on # of Individual Consultant	Recruitment fee, %	Maintenance fee, %	Weightage X Percentage of Service Fee
		(A)	(B)	(C)	(D)	(E)	(F) = (C) X [(D) + (E)]
1a	Junior Finance Accounting Consultant	17		0.52			
1b			5	0.15			
2a	Senior Finance Accounting Consultant	2		0.06			
2b			2	0.06			
3a	Junior Expansion Support Consultant	1		0.03			
3b			1	0.03			
4a	Senior Expansion Support Consultant		1	0.03			
4b	ICT Consultant	1		0.03			
5	Senior Consultant		3	0.09			
	<b>Total</b>	33		1			<b>Total (G)</b>

Note:

1. Recruitment fee and Maintenance fee are derived from percentage of Monthly gross payment, where the Monthly gross payment = monthly basic pay + employer pension fund contribution + insurance + other statutory contributions
2. Recruitment agency are expected not to charge any Recruitment fee on the existing Individual Consultant as they are already in place at UNDP-GSSU. Those Individual Consultants are to be migrated/contracted by winner vendor(s) to administer under "Maintenance" services.
3. **Total (G)** shall represent 'the lowest price offer of technically qualified/responsive Bid'.

## Section 8: FORM FOR PERFORMANCE SECURITY<sup>6</sup>

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

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To: UNDP

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

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

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<sup>6</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

## **Section 9: LONG TERM AGREEMENT AND GENERAL CONDITIONS OF CONTRACTS FOR SERVICES**

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### **LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES**

#### **TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and \_\_\_\_\_ (hereinafter called “Contractor”) with its headquarters at \_\_\_\_\_.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Invitation To Bid ITB/UNDP/OPS/LTA/006/2015 published on ..... [to complete] in response to which the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

#### **Article 1: SCOPE OF WORK**

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of three years from Entry into Force of this Agreement issued for one year initially, to be renewed annually based on satisfactory performance.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for three years in total.

#### **Article 2: CHANGES IN CONDITION**

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP

immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

#### Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

#### Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

#### Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.

**For and on behalf of:**

**UNITED NATIONS  
DEVELOPMENT PROGRAMME**

\_\_\_\_\_

\_\_\_\_\_

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

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



**UNDP**  
**GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0      LEGAL STATUS:**

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

**2.0      SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall 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 any time, 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 <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. 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.