



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

TO: INTERESTED FIRMS	DATE: April 21, 2016
	REFERENCE: RFP/BPPS/2016/005

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of International Consultancy Services for country profile pages for the Latin American and Caribbean Region in support of the second global progress report on Global Partnership for Effective Development Cooperation monitoring.

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

Proposals may be submitted on or before **Monday, May 9, 2016** and via email, courier mail or fax to the address below:

United Nations Development Programme
Bpps.procurement@undp.org

Email reference: RFP/BPPS/2016/005 – RFP for the provision of International Consultancy Services for country profile pages for the Latin American and Caribbean Region in support of the second global progress report on Global Partnership for Effective Development Cooperation monitoring.

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Simona Marinescu
Director/ Chief, BPPS/DIG
4/21/2016

Description of Requirements

Context of the Requirement	<i>Refer to the attached Terms of Reference</i>
Implementing Partner of UNDP	N/A
Brief Description of the Required Services ¹	<p>UNDP, as part of the UNDP-OECD Joint Support Team, is leading efforts to prepare country profiles for the second progress report on Global Partnership for Effective Development Cooperation (GPEDC) monitoring, drawing on data submitted from participating countries and providing complementary analysis for each country. This activity covers 13 countries (to date)² in the Latin American and the Caribbean (LAC) region</p> <p>The countries participating in the second round of monitoring from Latin America and Caribbean region include Bolivia, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Panama, Paraguay, Peru, St. Vincent and the Grenadines and Uruguay. The number of countries and the names of countries are subject to change. .</p> <p>Each country profile will be 2-3 pages long and include at a minimum: a snapshot of monitoring results from the second monitoring round, analysis of country-level data contextualized by complementary research, illustration of trends based on availability of information from the first monitoring round (as applicable), and relevant policy recommendations for use in spurring multi-stakeholder dialogue at the country level. Both country- sourced and globally-sourced data will be provided by the UNDP-OECD Joint Support Team (JST) as the preliminary basis for analysis.</p> <p>The final draft of country profiles should be produced in both Spanish and English.</p>
List and Description of Expected Outputs to be Delivered	<p>The expected final output for this consultancy is a document - or documents - containing, as a minimum, the following:</p> <ul style="list-style-type: none"> • 2-3 page-long country profiles for approximately 13 countries in the LAC region. • Each country profile will present the second monitoring round indicator results, contextualized with further information on the country's efforts around effective development cooperation relevant to indicators such as policy and institutional frameworks, development coordination mechanisms, existence of country systems including tracking of cooperation and monitoring, and mutual accountability mechanisms, etc.; • Additionally, country profiles will present trends where comparable data is available and also provide policy recommendations / reflections for use in spurring multi-stakeholder dialogue at the country-level; • All country profiles should conform to a coherent and consistent style and format, including through use of the country profile template provided by the UNDP-OECD JST.

Person to Supervise the Work/Performance of the Service Provider	Policy Consultant EDC/BPPS/DIG and Global Policy Adviser on Effective Development Cooperation EDC/BPPS/DIG
Frequency of Reporting	Weekly reporting at a minimum. Additional communication points are outlined in the terms of reference.
Progress Reporting Requirements	Submit draft country profiles for comments and edits. See more information in attached terms of reference.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	8 weeks
Target start date	16 May 2016
Latest completion date	Maximum 8 weeks after contract start date.
Travels Expected	No travel expected.
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal ³	All prices / rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁴	

⁴ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<table border="1"> <thead> <tr> <th>Phase</th><th>Deliverables</th><th>Time frame</th><th>Payment schedule</th></tr> </thead> <tbody> <tr> <td>1</td><td>Preparation of work plan and initial meeting with UNDP-OECD Joint Support Team</td><td>Within 5 business days of signing contract</td><td>10%</td></tr> <tr> <td>2</td><td>Submission of 50% of draft country profiles</td><td>Within one month of signing contract</td><td>20%</td></tr> <tr> <td>3</td><td>Submission of 100% of draft country profiles</td><td>Within two months of signing contract</td><td>20%</td></tr> <tr> <td>4</td><td>Submission of final draft country profiles and quality assurance by UNDP supervisor</td><td>Within three months of signing contract</td><td>50%</td></tr> </tbody> </table> <p>Each tranche will only be paid upon UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and receipt of invoice from the Service Provider.</p>	Phase	Deliverables	Time frame	Payment schedule	1	Preparation of work plan and initial meeting with UNDP-OECD Joint Support Team	Within 5 business days of signing contract	10%	2	Submission of 50% of draft country profiles	Within one month of signing contract	20%	3	Submission of 100% of draft country profiles	Within two months of signing contract	20%	4	Submission of final draft country profiles and quality assurance by UNDP supervisor	Within three months of signing contract	50%
Phase	Deliverables	Time frame	Payment schedule																		
1	Preparation of work plan and initial meeting with UNDP-OECD Joint Support Team	Within 5 business days of signing contract	10%																		
2	Submission of 50% of draft country profiles	Within one month of signing contract	20%																		
3	Submission of 100% of draft country profiles	Within two months of signing contract	20%																		
4	Submission of final draft country profiles and quality assurance by UNDP supervisor	Within three months of signing contract	50%																		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Global Policy Adviser EDC/ BPPS/DIG																				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																				
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm (20%) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (25%) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (25%) – (Please refer to required skills & experience indicated in the TOR). <p><i>Please refer to Terms of Reference (TOR) for further information.</i></p> <p><i>Only companies scoring a minimum of 70% of the technical evaluation criteria (49+ points) will be considered for financial evaluation.</i></p>																				

	Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) ⁷	Anna Whitson Policy Analyst and Management Support, EDC/BPPS/DIG anna.whitson@undp.org with a copy to bpps.procurement@undp.org. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	The latest date to submit questions is 5 days before the submission deadline.

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Terms of Reference (TOR)

Job:	International Consultancy Services for the preparation of country profiles for the second Global Monitoring Progress Report of the Global Partnership for Effective Development Cooperation (GPEDC) – Latin America and Caribbean (LAC) Region
Duration:	Maximum of 35 working days within two calendar months.
Location:	Home-based
Start:	16 May 2016 (approximately)

Background & Context

UNDP, the global development network for the United Nations system, is present in 166 countries and territories and is uniquely equipped to help developing countries build sustainable capacity to achieve the [Sustainable Development Goals \(SDGs\)](#). In support of this, UNDP offers a wide range of solutions to global, regional and national development challenges through a comprehensive knowledge network, expert practitioners, and focused strategic areas of support.

The Effective Development Cooperation (EDC) Team, under the Bureau for Policy and Programme Support (BPPS) is the institutional anchor of UNDP's work on effective development cooperation, focusing on the comparative advantages of UNDP in strengthening country capacities to manage and coordinate development cooperation and to strengthen peer-learning, South-South Cooperation and knowledge sharing tools for capacity development. It also assists countries in shaping and participating in the [Global Partnership for Effective Development Cooperation \(GPEDC\)](#), as part of the UNDP-OECD Joint Support Team (JST).

The Global Partnership for Effective Development Cooperation (GPEDC) was established in 2011 at the Fourth High-Level Forum on Aid Effectiveness in Busan, Republic of Korea, to sustain political dialogue on issues relating to the quality and effectiveness of development co-operation. The GPEDC offers a unique platform for multi-stakeholder dialogue and partnerships for maximum development impact. It enables governments, bilateral and multilateral organisations, civil society and representatives from parliaments, local governments, foundations, and the private sector to come together voluntarily to track progress, hold each other to account and learn lessons for improving the way they work at the country level and in the context of post 2015 and SDG implementation. It also fosters engagement and knowledge exchange in the implementation of agreements on the [principles of effective development cooperation \(EDC\)](#): ownership by developing countries, focus on results, partnerships for inclusive development and transparency and accountability.

A distinct feature of the GPEDC is its global [monitoring framework](#) of [10 indicators](#) grounded in EDC principles which provides a mechanism for monitoring implementation of commitments agreed in Busan. Following the first monitoring round in 2013-2014, the second monitoring round data collection at the country level was launched in October 2015 and will be completed in March 2016. The data collected at the country level will be complemented by globally sourced data to draw evidence for progress against each indicator. Indicator results bolstered by data analysis and further quantitative and qualitative research will be compiled into the second global report providing global snapshots of progress made and challenges faced in the implementation of EDC principles and commitments. The framework aims to increase mutual accountability and incentivize behavior change for more effective development cooperation. Moreover, the results illustrated in the report will provide evidence to inform ministerial-level discussion during the second High-Level Meeting of the Global Partnership (HLM2) to be held in November 2016 in Nairobi.

Objectives and Scope of the Assignment

The GPEDC monitoring's added value lies in its country-driven nature, drawing on data sourced at the country level and its ability to facilitate national multi-stakeholder dialogue. The second progress report will be the key outcome of the second global monitoring round (2015-2016) and will serve as an evidence base to inform policy discussion on effective development cooperation at HLM2 as well as the next iteration of the GPEDC monitoring framework in view of SDG implementation. As agreed in 2012, the GPEDC monitoring reports were meant to provide a global snapshot of progress and were not expected to incorporate individual country chapters for participating countries in line with the GPEDC's global-light / country-heavy approach. However, the global consultation on the process and structure of the 2nd monitoring round, discussions with national stakeholders and practitioners, and recommendations from the GPEDC's Monitoring Advisory Group all indicated the usefulness of country-specific pages and data analysis in triggering national level multi-stakeholder dialogue on effective development cooperation that can inform policy actions and behavioural change on the ground. Accordingly, introduction of country profiles in the second progress report received generally positive reactions from participating countries.

UNDP, as part of the UNDP-OECD Joint Support Team, is leading the effort to prepare country profiles for the second progress report, drawing on data submitted from participating countries and analyzing complementary evidence at the country level. The Service Provider will work under the supervision of the Global Policy Adviser for Effective Development Cooperation and a senior consultant (Policy Consultant for Effective Development Cooperation and Knowledge Management) in developing country profile pages for the second progress report on GPEDC monitoring. This activity covers approximately 13 countries (to date) which are undertaking the second round monitoring of the GPEDC.

The countries participating in the second monitoring round of the GPEDC from Latin America and the Caribbean region include Bolivia, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Panama, Paraguay, Peru, St Vincent and the Grenadines and Uruguay. The number of countries and the names of countries are subject to change.

Each country profile will be 2-3 pages long with monitoring results, analysis, trends, and policy recommendations / next steps for the country to undertake multi-stakeholder dialogue at the country level. Both country-sourced and globally-sourced data will be provided by the UNDP-OECD Joint Support Team as the basis for analysis. The Service Provider is expected to conduct further complementary research on areas relating to country progress and challenges in implementing EDC principles to enrich analysis and to contextualise indicator results in a meaningful way that can inform in-country discussion. Where data is available, the country profile can illustrate trends from the baseline or previous monitoring round data.

Duties and Responsibilities

Phases of the Assignment

Please note that the below phasing is subject to availability of data submitted from country-level counterparts, which is expected to be submitted in three major blocks (by 31 March, by approximately the end of April, and by late May). As such, individual country profiles may fall into different "phases" at different times. The Service Provider will be expected to exercise a high degree of discretion in order to ensure that all deliverables are completed fully and on-time.

Phase 1: Preparation of final work plan and initial consultation with UNDP-OECD JST

- Desk review of previous global progress report and second round monitoring round data;
- Initial meeting with UNDP-OECD Joint Support Team to review the country profile layout / template (provided by the JST) and to ensure coherence and consistency with other regions; and
- Fine-tuned work plan with specific dates for each deliverable, tailored to the completed / expected date of data submission for each country.

Phase 2: Drafting of country profiles and regular updates to the JST

- In depth analysis of available qualitative and quantitative information, enriched by complementary research as needed;
- Drafting of country profiles in the template provided by the UNDP-OECD Joint Support Team (includes 2nd monitoring round results, analysis, observation of trends and policy recommendations);
- Consultation with relevant stakeholders on the soundness of analysis where applicable; and
- Continued updates and improvements to the draft profiles based on the feedback and input provided by UNDP-OECD Joint Support Team and other in-country stakeholders.

Phase 3: *Submission of draft country profiles*

- Submission of draft country profiles to the JST, indicating rationale / reasons for any missing information.

Phase 4: *Consultation and revision of draft country profiles*

- UNDP-OECD Joint Support Team, in consultation with National Coordinators and relevant in-country stakeholders as necessary, will review final draft profiles and return comments within 5 business days; and
- Based on the above feedback, the Service Provider will revise country profiles for final submission.

Phase 5: *Submission of final draft country profiles*

- Submission of final country profiles;
- Service provider will commit to availability for an additional two weeks following final submission, in case additional revisions are deemed necessary by the UNDP-OECD Joint Support Team. Final payment will be made only on quality assurance sign-off by UNDP Global Policy Adviser (Consultant's supervisor).

Expected results, timeframe, and payment schedule

The following table contains the expected results of each phase in summary form, along with the envisioned timeframe for completing phases, and the associated payment schedule.

Phase	Deliverables	Time frame	Payment schedule
1	Preparation of work plan and initial meeting with UNDP-OECD Joint Support Team	Within 5 business days of signing contract	10%
2	Submission of 50% of draft country profiles	Within one month of signing contract	30%
3	Submission of 100% of draft country profiles	Within two months of signing contract	30%
4	Submission of final draft country profiles and quality assurance by UNDP supervisor	Within three months of signing contract	30%

Expected Deliverables

1. Country Profile Pages

The expected final output for this consultancy is a document – or documents - containing, as a minimum, the following:

- 2-3 page-long country profiles for approximately 13 countries in the LAC region;
- Each country profile will present the second monitoring round indicator results, contextualized with further information on the country's efforts around effective development cooperation relevant to indicators such as policy and institutional frameworks, development coordination mechanisms, existence of country systems including tracking of cooperation and monitoring, and mutual accountability mechanisms, etc.;

- Additionally, country profiles will present trends of indicator results where comparable data is available and also provide elements of policy recommendation / reflections for use in multi-stakeholder dialogue at the country-level;
- All country profiles should conform to a coherent and consistent style and format, including through use of the country profile template provided by the UNDP-OECD JST.

NOTE:

- No travel is envisaged for this assignment;
- In accordance with Clause 11 of the UNDP Standard Contract provisions, UNDP will request the Beneficiary to sign a Transfer of Title, thus in this manner every deliverable under this Project will become the property of the Beneficiary.

Required Skills and Experience

- University degree or equivalent in statistics, economics, development studies, or the social sciences and minimum 5 years of progressive experience in quantitative and qualitative data analysis, research and drafting in the field of development cooperation;
- Sound knowledge of and experience in the application of advanced statistical and data methodologies and analysis;
- Experience working with large sets of data and ability to analyze large multi-country data sets in short periods of time;
- Demonstrated hands-on knowledge and experience on effective development cooperation at the regional or country level in the Latin America and Caribbean region;
- Sound knowledge of and familiarity with the effective development cooperation agenda and monitoring of effectiveness of development cooperation.;
- Proven knowledge and experience in providing advisory and / or consultancy services in the area of effective development cooperation, in particular, in regards to partnership and development cooperation policies and strategies, national results frameworks, monitoring systems, country systems, inclusive multi-stakeholder partnerships, transparency, and mutual accountability mechanisms;
- Experience in research and analysis tied to the broader development cooperation agenda including MDGs, SDGs, and financing for development;
- Previous work experience with UN systems is highly desirable; and
- Strong written and verbal communication skills in English and Spanish.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

If required by the RFP, the Service Provider must provide :

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

Annex 3 General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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