



8 June 2016

REQUEST FOR PROPOSAL (RFP)
Process No. 35-39720
FIRM/INSTITUTION/ORGANIZATION
Consultancy on Institutional Needs Assessment and Capacity Development Plan

Dear Sir / Madam:

We kindly request you to submit your Proposal for providing Consultancy on Institutional Needs Assessment and Capacity Development Plan.

Please be guided by the form attached hereto as Annex 2 and 3, in preparing your Proposal.

Proposals, **comprising of technical proposal and financial proposal in separate sealed envelopes**, must be submitted to below address **no later than 11 July 2016 by 11:00 a.m., Local Time**. Late proposal submission will be rejected unopened. Submission by email will not be accepted.

UNDP Cambodia
Registry Office (located in Building No. 3, Ground Floor)
No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia
Tel: 023 216 167, Fax: 023 216 257
Attn: Procurement Unit,
E-mail: procurement.kh@undp.org

All interested bidders are encouraged to attend a pre-bid meeting to be held on **20 June 2016 at 09:00 a.m.** at below address. Please confirm your participation to this pre-bid meeting to procurement.kh@undp.org.

UNDP Cambodia (Building No. 5)
LAD Conference Room
No. 18, Pasteur Street, Boeung Keng Kang I,
Phnom Penh, Cambodia

Proposal submitted via e-mail and not separate technical proposal from financial proposal will not be accepted and considered. **UNDP will not be able to consider bids that contain the Technical and Financial proposals in one envelope and/or bids of which the operational and technical part contains any pricing information whatsoever in the services offered.**

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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.

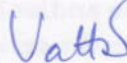
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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,



Sereyvattana Chan (Ms.)
Procurement Analyst

Description of Requirements

Context of the Requirement	Consultancy on Institutional Needs Assessment and Capacity Development Plan
Objective of the Required Services	<ul style="list-style-type: none"> • Conduct an institutional capacity assessment of the Associations of Sub-National Administration Councils (ASAC) to update their strategic objectives and strengthen their institutional and human resources so that they can effectively carry out their core functions of advocacy and service provision to members. • Based on the capacity assessment's findings and recommendations, draft an action plan for institutional development, including the outline of a comprehensive advocacy strategy to support the interests of ASAC, achieve long-term financial sustainability and institutional autonomy, foster accountability relations and contribute significantly to Cambodia's democratic decentralization process. • Based on the capacity assessment's findings and recommendations, identify and design a realistic and feasible capacity development plan for ASAC, including a new training program for professional staff and elected officials of the Associations and their members. • Deliver a training program on local governance and training-of-trainers to ASAC-S's core staff, selected members of governing bodies and other elected officials.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Output 1: Inception report / Tools and methodology • Output 2: Draft report and capacity development plan • Output 3: Final report and capacity development plan • Output 4: Training program delivered
Person to Supervise the Work/Performance of the Service Provider	Head of Programme Unit, UNDP and ACES Project Manager
Location of work	Phnom Penh
Expected duration of work	The timeframe is for 50 working days spreading over a period September – November 2016. A more detailed work plan of the assignment will be further elaborated in collaboration with UNDP focal team and incorporated into the inception report once the Service Provider is selected.
Target start date	September 2016
Latest completion date	November 2016
Travels Expected	two project sites outside Phnom Penh

Special Security Requirements	Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Submission of Proposal	<ul style="list-style-type: none"> • Technical Proposal: The Offeror shall prepare one original and two copies of the proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. In addition to the hard copy, if possible please also provide the information on CD along with the technical proposal envelope. • Financial Proposal: One original in separate sealed envelope
Currency of Proposal	United States Dollars
Value Added Tax on Price Proposal	must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p>120 days</p> <p>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.</p>
Partial Quotes	Not permitted
Payment Terms	<p>The Service Provider shall be paid the consultancy fee upon completion of the following milestones:</p> <ul style="list-style-type: none"> • 30% after adoption of the inception report • 30% after presentation of the draft report • 40% after the approval of the final report <p>The contractor fee will be paid as a lump sum amount (all-inclusive of expenses related to the consultancy including travels inside and outside the duty station and any tax obligations). The contract price will be fixed regardless of changes in the cost components.</p>
Person(s) to review/inspect/ approve outputs/completed	Head of Programme and Result Unit, UNDP Cambodia

services and authorize the disbursement of payment	
Type of Contract to be Signed	Contract for Professional Services
Preliminary Examination	<p>UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer 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 Proposals are generally in order, among other indicators that may be used at this stage.</p> <p>The below requirements will be reviewed under Preliminary Examination before proceeding with the evaluation. UNDP may reject any Proposal at this stage.</p> <ul style="list-style-type: none"> - Legally registered organization/firm with Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; - Form for Submitting Service Provider's Technical Proposal is duly completed and signed as per Annex-2 (<i>completion in the template in Annex-2 is mandatory for Proposers as the form would allow bidder to confirm its conformity with the requirements defined in the Request for Proposal and all its attachments, as well as the provision of UNDP General Contract Terms and Conditions which is required under this process</i>); - Technical and Financial Proposals are submitted in separate sealed envelopes; - Proposer is not 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.
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution)</p> <p>The total score for each proposal will be calculated independently by the following formula:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">(TP Rating) x Weight of TP (70%)</p> </div>

	<div><div>+ (FP Rating) x Weight of FP (30%)</div><div>Total Combined and Final Rating of the Proposal</div></div> <div><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.</div>																																	
Criteria for the Assessment of Proposal	<div><div>Stage 1: Technical Proposal Evaluation (70%)</div><div>The Technical Proposal of the offerors will be evaluated based on the following criteria:</div><div>The total number of points allocated for the technical proposal is 1000. The technical proposal of the offeror is evaluated based on following criteria:</div><div><table><tr><th>No.</th><th>Summary of Technical Proposal Evaluation Forms</th><th>Points Obtainable</th></tr><tr><td>1</td><td>Expertise of organization</td><td>300</td></tr><tr><td>2</td><td>Proposed Approach</td><td>200</td></tr><tr><td>3</td><td>Proposed Personnel</td><td>500</td></tr><tr><td></td><td>Total</td><td>1000</td></tr></table><table><tr><th>No.</th><th>Technical Proposal Evaluation Form 1: Expertise of organization</th><th>Points Obtainable</th></tr><tr><td>1</td><td>Reputation of Organization and Staff / Size of the Organization/Credibility / Reliability / Industry Standing</td><td>50</td></tr><tr><td>2</td><td>List of clients within the last 5 years</td><td>50</td></tr><tr><td>3</td><td>Financial stability</td><td>50</td></tr><tr><td>4</td><td>Minimum of five years of experiences in managing local governance institutions, producing high quality analytical research/assessment and providing technical advice or consulting services on local governance, institutional strengthening, institutional advocacy, capacity development and civil service training:<div><div><div>• Minimum 5 years: 105 points</div><div>• More than 5 years, 15 point per each additional year, but no more than 45 points</div></div></div></td><td>150</td></tr><tr><td></td><td>Total:</td><td>300</td></tr></table></div></div>	No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable	1	Expertise of organization	300	2	Proposed Approach	200	3	Proposed Personnel	500		Total	1000	No.	Technical Proposal Evaluation Form 1: Expertise of organization	Points Obtainable	1	Reputation of Organization and Staff / Size of the Organization/Credibility / Reliability / Industry Standing	50	2	List of clients within the last 5 years	50	3	Financial stability	50	4	Minimum of five years of experiences in managing local governance institutions, producing high quality analytical research/assessment and providing technical advice or consulting services on local governance, institutional strengthening, institutional advocacy, capacity development and civil service training: <div><div><div>• Minimum 5 years: 105 points</div><div>• More than 5 years, 15 point per each additional year, but no more than 45 points</div></div></div>	150		Total:	300
No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable																																
1	Expertise of organization	300																																
2	Proposed Approach	200																																
3	Proposed Personnel	500																																
	Total	1000																																
No.	Technical Proposal Evaluation Form 1: Expertise of organization	Points Obtainable																																
1	Reputation of Organization and Staff / Size of the Organization/Credibility / Reliability / Industry Standing	50																																
2	List of clients within the last 5 years	50																																
3	Financial stability	50																																
4	Minimum of five years of experiences in managing local governance institutions, producing high quality analytical research/assessment and providing technical advice or consulting services on local governance, institutional strengthening, institutional advocacy, capacity development and civil service training: <div><div><div>• Minimum 5 years: 105 points</div><div>• More than 5 years, 15 point per each additional year, but no more than 45 points</div></div></div>	150																																
	Total:	300																																

No.	Proposed Approach	Points Obtainable
1	To what degree does the Offeror understand the task? Have the important aspects of the task been addressed in sufficient detail?	50
2	Is the scope of task well defined and does it correspond to the TOR?	50
3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100
	Total	200

No.	Proposed personnel	Points Obtainable
1	Team Leader (Institutional Development Expert): <ul style="list-style-type: none"> Masters or PhD in political science, governance, public administration, development studies, law, human rights or other relevant field (20 points) Minimum seven years of relevant experience in the field of local governance (50 points) Experience in leading and managing local government associations or analogous institutions in Asia (30 points) Demonstrated managerial competence and experience in organizing, leading and coordinating multi-cultural technical assistance teams at the international level (25 points) Experience and knowledge in conducting institutional capacity assessment, strategic management, organization development and audit (25 points) Knowledge on local governance and decentralization (25 points) Fluency in English, excellent oral, written, communication and reporting skills (25 points) 	200
2	Team Member (Capacity Development Specialist): <ul style="list-style-type: none"> Master or PhD in public administration, political science, governance, development studies, pedagogy, law, human rights or other relevant field (20 points) 	200

	<ul style="list-style-type: none"> • Minimum of seven years of relevant experience in local governance area (50 points) • Experience in design and implementation of capacity development and training programs for civil service in Asia (30 points) • Demonstrated managerial competence and experience in conducting technical assistance according to international quality standards (25 points) • Experience and knowledge in conducting institutional capacity assessment and delivering training services to sub-national civil service (25 points) • Knowledge of participatory governance and participatory methodologies applied to capacity building and training of civil servants (25 points) • Fluency in English, excellent oral, written, communication and reporting skills (25 points) 	
3	Team Member (Research Assistant and Interpreter): <ul style="list-style-type: none"> • Master or PhD in the field of public administration, political science, governance, sociology, history, development studies, law, human rights or other relevant field (20 points) • In-depth knowledge of Cambodian governance system and decentralization model (20 points) • Strong research record on Cambodia's local governance and decentralization process or practical experience in local governance (20 points) • Fluency in English and Khmer (20 points) • Experience in translation and interpretation (20 points) 	100
	Total	500

The minimum score required to pass the evaluation of technical proposal is 70% of the total obtainable score of 1,000 points.

Stage 2: Financial Proposal (30%)

☒ Only the Financial Proposal of the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals will only be considered and opened for evaluation using the above formula.

Post Qualification Review	<p>UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the Terms of Reference, may include, but need not be limited to, all or any combination of the following :</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; and e) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
UNDP will award the contract to:	One Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> • Form for Submission of Technical Proposal (Annex 2) • Form for Submission of Financial Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4) • Detailed Terms of Reference (Annex 5)
Contact Information for Inquiries (Written inquiries only)	<p>UNDP Cambodia Registry Office (located in Building No. 3, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: procurement.kh@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location].

[insert: Date]

To: UNDP Cambodia
No. 53, Pasteur Street, Boeung Keng Kang 1, Phnom Penh
Attn: Procurement Unit

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **Request for Proposal (RFP) Process No. 35-39720**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

A. Qualifications of the Service Provider

This section should describe the organizational unit that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. 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:

1. Profile – provide description of the organization/firm including the year and state/country of incorporation and a brief description of the Bidder's present activities (focusing on the services related to the Proposal). The Bidder should describe its experience in similar projects;
2. Business Licenses – Registration Papers, Tax Payment Certification, etc.;
3. Track Record – list of clients for similar services indicating description of contract scope, contract duration, contract value, and contact references within the last 5 years;
4. Latest Financial Statement – income statement and balance sheet to indicate its financial stability,

¹ This serves as a guide to the Service Provider in preparing the Proposal.

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

- liquidity, credit standing, and market reputation, etc. ;
5. Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)
 6. Written Self-Declaration that the Service Provider 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

This section should demonstrate the Bidder’s responsiveness to the specification 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. The Service Provider must describe how it will address/deliver the demands of the RFP.

C. Qualifications of Key Personnel

- The service provider shall submit the proposed team structure to successfully deliver the assignment. The specific roles and responsibilities of each team member shall be clearly presented. The service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification

[Name and Signature of the Service Provider’s Authorized Person].....
[Designation].....
[Date].....

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

To: UNDP Cambodia
No. 53, Pasteur Street, Boeung Keng Kang 1, Phnom Penh
Attn: Procurement Unit

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

A. Cost Breakdown of Outputs/Tasks [This is only an Example]:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

		Position	Time Input in Day/Month/Quantity	Person Remuneration/ Unit Rate	Total
	Outcome XX				
	Output XX				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				
	Output XX				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

Description of Activity	Total Period of Engagement	Total Person Remuneration/Unit Rate	Total
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			
II. Other Related Costs			
1. Travel Costs			
2. Daily Allowance			
3. Communications			
4. Reproduction			
5. Equipment Lease			
6. Others			

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

NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE SEALED ENVELOPES.

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.

TERMS OF REFERENCE

Professional Service

Project Information

Assignment Title:	Consultancy on Institutional Needs Assessment and Capacity Development Plan
UNDP Practice Area:	Democratic Governance
Cluster/Project:	Programme Unit/ Associations of Councils Enhanced Services Project
Assignment Location:	Phnom Penh
Assignment Duration:	Start from 1 Sept 2016 (50 Working days) to November 2016

Background and Project Description

The ACES Project –Associations of Councils Enhanced Services Project– is jointly funded by UNDP and the European Union. The project aims to turn the Cambodian associations of sub-national councils into effective organizations able to efficiently represent the interests of their members and provide services to them. Presently, there are two sub-national councils associations in Cambodia: i) The National Association of Capital and Provincial Councils (NACPC) representing 25 Capital and Provincial Councils and ii) The National League of Local Councils (NLC) representing 25 Provincial Associations of Municipal, District, Khan, Commune and Sangkat Councils (PAs).

During the past four years of the project intervention, ACES has been focusing on enabling deliverables, particularly to facilitate the establishment and strengthening of NACPC, NLC and PAs. Moreover, in 2015 both national associations have jointly formed the General Secretariat of Associations of Sub-national Administration Councils (ASAC-S) in order to share operational costs and align strategic objectives, although they maintain separate governing bodies. Additionally, the ACES project is supporting the ASAC to provide advocacy and capacity-building services to members, particularly by consolidating and expanding NLC's district and provincial fora. These fora have been regarded as key institutional networking events that promote councils' democratic voices and provide mechanisms for information-sharing, problem-solving, downward accountability and cooperation among local councilors, district and provincial officials and community leaders.

Over the next two years the ACES project will continue strengthening ASAC's institutional capacity. In addition, the General Secretariat will gradually be involved in further advocacy work and policy dialogue at the national level on relevant local governance-related matters such as administrative and financial decentralization, women's political participation, sustainable development goals, social accountability etc. According to recent surveys, Cambodian citizens favor political decentralization, while trust in state institutions needs to be strengthened by improving access to information and developing effective channels of communication with civil society. Indeed, the district and provincial fora are very well positioned to significantly contribute to government efforts in promoting social accountability. If specialized capacity-building opportunities are provided to local councils, they could play a very relevant role as an interface between civil society organizations, citizens groups and state actors at the sub-national level.

The results of ACES project will have an impact on the attainment of Outcome 2 of UNDP Country Program Document 2016-2018 and Outcome 3 of UNDAF 2016-2018 on participatory democratic governance and enhancement of national and subnational institutions respectively.

Against this background, the ASAC-S and UNDP wish to commission a consultancy service to assess ASAC's institutional needs and develop a comprehensive capacity development plan aimed at strengthening the two associations according to their current strategic objectives. Thus, the ASAC-S and UNDP currently require the services of an organization consisting of three staffs: one institutional development expert as team leader, one capacity development and civil service specialist and one research assistant and interpreter specialized in Cambodia's local governance and decentralization system.

Objective of the Assignment

- Conduct an institutional capacity assessment of the Associations of Sub-National Administration Councils (ASAC) to update their strategic objectives and strengthen their institutional and human resources so that they can effectively carry out their core functions of advocacy and service provision to members.
- Based on the capacity assessment's findings and recommendations, draft an action plan for institutional development, including the outline of a comprehensive advocacy strategy to support the interests of ASAC, achieve long-term financial sustainability and institutional autonomy, foster accountability relations and contribute significantly to Cambodia's democratic decentralization process.
- Based on the capacity assessment's findings and recommendations, identify and design a realistic and feasible capacity development plan for ASAC, including a new training program for professional staff and elected officials of the Associations and their members.
- Deliver a training program on local governance and training-of-trainers to ASAC-S's core staff, selected members of governing bodies and other elected officials.

Scope of Work

Carry-out a gap analysis on the ASAC's structures, mandate, personnel, plans and funding, relevant to the effective implementation of their core functions, with special focus on roles, responsibilities and relations between ASAC-S, the two Associations, their governing bodies and members.

Conduct in-depth assessment of the capacity of the General Secretariat and governing bodies of Associations of Sub-National Administration Councils to identify capacity gaps and promote institutional development of the ASAC; assess its internal election system and its ability to foster its independence, ensure plural representation and strengthen relationships with members at the sub-national levels and external stakeholders.

Assess the capacity of ASAC to ensure accountability through prevention and enforcement, strengthen national integrity of the ASAC members, improve coordinating and reporting systems between ASAC-S and PAs, increase public participation and build collaborations, increase resource mobilization, access to and use of information, develop information and knowledge management systems and work with the international community.

Provide a roadmap and clear institutional and organizational design to improve communication and division of responsibilities among NACPC, NLC, PAs, ASAC-S and sub-national councils.

Assess the methodologies and conceptualization of the national, regional, provincial, district and commune forums of councilors organized by ASAC, and propose institutional changes to turn these forums into more participatory and effective mechanisms in addressing problems of councilors and citizens and promoting social accountability and participatory local governance. Propose specific measures, actions, policies and institutional innovations aimed at enhancing the sub-national forums of councilors by promoting further political pluralism, citizen participation, inclusiveness and responsiveness, in line with international good practices such as participatory municipal budgeting and decentralized local planning.

Provide a roadmap to improve ASAC's visibility and external communication with government, civil society, development partners, etc.

Assess the methodologies and conceptualization of the national, regional, provincial, district and commune fora organized by ASAC, and propose institutional innovations to turn them into more participatory and effective mechanisms in addressing problems of councilors and citizens and promoting social accountability and participatory local governance.

Assess the work environment and capacity-building and training needs of ASAC's human resources, including the PAs.

Map relevant capacity development and training programs on local governance in Cambodia. Particularly, the Service Provider will assess the status of the National Capacity Development Framework for Sub-National Democratic Development. In order to ensure complementarity with related capacity-building initiatives, the consultants will also map the curricula, methodologies, targets and scope of current and forthcoming training programs delivered by training centers such as the Royal School of Administration (Ministry of Civil Service), the School of Governance (Ministry of Interior and Transparency International), the Capital/Provincial Resource Facilities (C/PRF), the Local Government Training Institute proposed by ADB, etc.

Carry out an analysis on the capacity of the ASAC to develop and implement advocacy work and capacity development programs.

Carry out an analysis on the capacity of the ASAC to mainstream gender, social accountability, good governance and human rights and fully apply result-based management principles.

Propose and develop a capacity development plan and strategy based on broad conceptions of learning process, change strategies, participatory methodologies and popular education, and gender-sensitivity, with focus on the specific oversight, planning and accountability functions of the sub-national councils.

Develop a comprehensive training program on local governance and development encompassing country-tailored modules on the following themes: i) universal principles of good governance; ii) local democratic governance and decentralization; iii) participatory and strategic planning and project management for local development, including proposal development; iv) institutional framework of Cambodia's multi-level governance system (decentralization and de-concentration regulatory and policy framework); v) orientation training module for newly elected councilors; vi) advocacy capacity building.

Outline an advocacy and institutional development strategy to strengthen ASAC's visibility and sustainable contribution to Cambodia's democratic decentralization process, including support to key local governance related issues such as financial and political decentralization, regional and local participatory planning, social accountability and women's participation in local politics.

Outline a plan to foster social accountability and improve access to information from government and non-government sources.

Expected Outputs and Deliverables

The following deliverables are expected:

- Assessment and institutional gap analysis report. The assessment report should include a brief description of Cambodia's decentralization system along with an analysis of future perspectives on core matters such as fiscal decentralization, administrative decentralization and functional reassignment, social accountability, etc.
 - Action plan prioritizing institutional development reforms and innovations to position ASAC as a key actor in Cambodia's democratic decentralization process. The action plan should include the outline of an advocacy strategy and financial sustainability plan, and the outline of a social accountability promotion strategy.
 - Capacity development plan for ASAC secretariat, governing bodies and members.
 - Training program including thematic modules on: i) universal principles of good governance; ii) local democratic governance and decentralization; iii) participatory and strategic planning and project management for local development; iv) institutional framework of Cambodia's multi-level governance system (decentralization and de-concentration regulatory and policy framework); v) onboarding training module for newly elected councilors; vi) advocacy capacity building.
1. Inception report - The Service Provider will prepare an inception report which details the consultants' understanding of the assessment and how the assessment will be conducted. This is to ensure that the consultants and the key stakeholders (ASAC-S and UNDP) have a shared understanding of the assignment. The inception report will include the assessment design, methodology, questions, data sources and collection analysis tool for each data source and the measure by which each question/issue will be evaluated. The report will include the scope of work, work plan, time frame and analysis, 3-5 days after starting the assignment.
 2. Draft assessment report and capacity development plan. The service provider will prepare a draft assessment report and capacity development plan, including a detailed training program. The draft report and development plan will be submitted to the UNDP. UNDP will share the documents with the IP and key stakeholders for review and comments. UNDP will then call for a validation meeting, after which the consultants will have 10 working days to consolidate the final report and capacity development plan.
 3. Final assessment report and capacity development plan. The final report which includes the institutional gap analysis, the action plan prioritizing areas of reform, the capacity development plan and the training program will be submitted to UNDP with a copy to ASAC-S.

N	Deliverables/Outputs	Estimated Duration of Works	Target Due Dates	Review & Approve
1	Output 1: Inception report / Tools and methodology	5 days	2nd week of September 2016	Head of Programme Unit, UNDP and ACES Project Manager
2	Output 2: Draft report and capacity development plan	30 days	3 rd week of October 2016	Head of Programme Unit, UNDP and ACES Project Manager
3	Output 3: Final report and capacity development plan	10 days	1 st week of November 2016	Head of Programme Unit, UNDP and ACES Project Manager
4	Output 4: Training program delivered	5 days	2nd week of November 2016	Head of Programme Unit, UNDP and ACES Project Manager

Institutional Arrangement

The Service Provider will be directly supervised by ACES Project Manager in close collaboration with ASAC-S. The deliverables will be reviewed by both UNDP and ASAC-S and revert the feedback within two weeks after each draft is submitted. The Head of Programme Unit of UNDP will then approve on each deliverable (to release the payment) based on confirmation of satisfactory outputs from the Project Manager and ASAC-S.

Duration of the Work

The timeframe is for 50 working days spreading over a period September – November 2016. A more detailed work plan of the assignment will be further elaborated in collaboration with UNDP focal team and incorporated into the inception report once the Service Provider is selected.

Duty Station

The duty station of the work is Phnom Penh, Cambodia. However, the Service Provider will have to travel to two project sites outside Phnom Penh.

Qualifications of the Successful Contractor at Various Levels

Qualified contractors are expected to:

- An organization with at least five years of experiences in managing local governance institutions, producing high quality analytical research/assessment and providing technical advice or consulting services on local governance, institutional strengthening, institutional advocacy, capacity development and civil service training.
- The organization will consist of 3 members and is encourage including one team member as a woman.
- The Consultants' team shall be headed by an international Team Leader who is one institutional development expert. The Team Leader shall have:
 - Advanced University Degree (Masters or PhD) in political science, governance, public administration, development studies, law, human rights or other relevant field,
 - Minimum seven years of relevant experience in the field of local governance.

- Strong practical experience in leading and managing local government associations or analogous institutions in Asia.
 - Demonstrated managerial competence and experience in organizing, leading and coordinating multi-cultural technical assistance teams at the international level;
 - Extensive experience and knowledge in conducting institutional capacity assessment, strategic management, organization development and audit.
 - Solid knowledge on local governance and decentralization.
 - Fluency in English, excellent oral, written, communication and reporting skills.
- The consultants' team shall include an international capacity development and civil service Specialist. The Capacity Development Specialist shall have:
 - Advanced University Degree (Master or PhD) in public administration, political science, governance, development studies, pedagogy, law, human rights or other relevant field,
 - Minimum of seven years of relevant experience in local governance area.
 - Strong practical experience in design and implementation of capacity development and training programs for civil service in Asia.
 - Demonstrated managerial competence and experience in conducting technical assistance according to international quality standards.
 - Extensive experience and knowledge in conducting institutional capacity assessment and delivering training services to sub-national civil service.
 - Solid knowledge of participatory governance and participatory methodologies applied to capacity building and training of civil servants.
 - Fluency in English, excellent oral, written, communication and reporting skills;
- The consultants' team will include a Research Assistant and Interpreter. The Research Assistant shall have:
 - Advanced University Degree (Master or PhD) in the field of public administration, political science, governance, sociology, history, development studies, law, human rights or other relevant field.
 - In-depth knowledge of Cambodian governance system and decentralization model.
 - Strong research record on Cambodia's local governance and decentralization process or practical experience in local governance.
 - Fluency in English and Khmer.
 - Experience in translation and interpretation.

Methodology:

1. The Service Provider must describe how it will address/deliver the demands of the ASAC-S, 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. It is requested that the consultants engage the ASAC staff not only in terms of identification of desired and existing capacity but also in identification of training needs and prioritization of training.
2. Facilitate the active engagement of ASAC members in the institutional assessment and capacity development plan;
3. Include a review of secondary information available;

4. Adopt a combination of participatory tools and methodologies (e.g. desk research, self-assessment, survey, SWOT analysis, stakeholder analysis, interview with relevant stakeholders) and group facilitation techniques to promote participation;
5. Conduct fieldwork to assess institutional and capacity development needs in at least 2 provinces;
6. Coordinate and work closely with UNDP throughout the entire assessment and capacity development process.
7. Meet and discuss with key partners/stakeholders to collect for relevant information.
8. Contact key stakeholders for interview including officials from the National Committee for Sub-National Democratic Development, Ministry of Interior, Ministry of Civil Service, Ministry of Women's Affairs, UNDP, ACES team, Delegation of the European Union, Development Partners Group on Sub-National Democratic Development, I-SAF Partnership Steering Committee.

Scope of Bid Price and Schedule of Payments

The Service Provider shall be paid the consultancy fee upon completion of the following milestones:

- 30% after adoption of the inception report
- 30% after presentation of the draft report
- 40% after the approval of the final report

The contractor fee will be paid as a lump sum amount (all-inclusive of expenses related to the consultancy including travels inside and outside the duty station and any tax obligations). The contract price will be fixed regardless of changes in the cost components.

Recommended Presentation of Proposal

The bidder shall structure the technical part of its Proposal according to the format proposed in this ToR, as follows.

- a) **Expertise of firm / organization submitting proposal:** This section should describe the organizational unit that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. This section should also provide orientation to the organization/firm including the year and state/country of incorporation and a brief description of the Bidder's present activities (focusing on services related to the Proposal). The Bidder should describe its experience in similar projects.
- b) **Proposed methodology:** This section should demonstrate the Bidder's responsiveness to the scope of requirement 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.
- c) **Personnel:** CVs for three team members should be attached.