



## REQUEST FOR PROPOSAL (RFP)

### Establishment of Human Recourse Department for Duhok Governorate

IRQ10-RFP-132/16

To all bidders	DATE: September 20, 2016
	REFERENCE: IRQ10-RFP-132/16

Dear Sir / Madam,

We kindly request you to submit your Proposal for **Establishment of Human Recourse Department for Duhok Governorate**.

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

Proposals may be submitted on or before **Monday, October 03, 2016**, not later than 16:00 hours Iraq time, following below instructions:

**TECHNICAL PROPOSALS ONLY MUST** be submitted to the following e-mail Address:  
[bids.iraq@undp.org](mailto:bids.iraq@undp.org)

**FINANCIAL PROPOSALS MUST** be submitted to the following e-mail Address: [bids.iraq@undp.org](mailto:bids.iraq@undp.org)  
**(Financial Proposals received on other e-mail address shall be rejected and shall no longer be considered for evaluation).**

*Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.*

*Proposers must take into account the following:*

*Proposers submitting a proposal MUST submit a separate Technical Proposal and a separate Financial with clear indication in the e-mail subject box for which services the Proposer is submitting a Proposal for.*

*Proposers must also indicate the RFP number in the e-mail subject box for the received Technical proposal and as follows: **RFP-132/16- Ref. TECHNICAL PROPOSAL- PART 1 OF .....***

*Proposers must indicate the RFP number in the e-mail subject box for the received financial proposal and as follows:*

**RFP-132/16 - Ref. FINANCIAL PROPOSAL**

*Attachments should be in PDF files only, password protected. Offerors whose technical proposals attain the minimum required technical score, will be contacted by the Procurement Unit with request to provide the password to the file containing financial proposal.*

*Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software.*

*Each e-mail message including attachments must not **exceed 5MB**. There is no limit on the number of e-mail messages for each bid. The first message should state the total number of messages comprising the bid.*

*If zip files are used, they should not include multiple lower subfolders or directories.*

*Proposers should avoid attempting to send proposals by email just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal as recorded by the Purchaser's mail server shall constitute the time of receipt of the proposal for purpose of meeting the proposal deadline. It is the Proposers' responsibility to ensure proposals arrive before the deadline.*

**Your Proposal must be expressed in the English, and valid for a minimum period of three months**

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/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**Victor Machoka**

**Head of Procurement Unit**

## Description of Requirements

Context of the Requirement	Local Area Development Programme (LADP)
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	The required services to establish a human resource department for the Governorate of Duhok covering the major HR functions and supporting IT solutions, the estimated duration of the assignment is three months.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>• A one-stop shop for departments and individual employees to go to when dealing with human resource issues and to get the support needed to carry out their duties smoothly.</li> <li>• HR strategy, policy and procedure manual available on the employee database for easy access to Governorate's enhanced capacity to manage its human resources in terms of selection, deployment, engagement and performance and productivity.</li> <li>• Transparency with recruitment, promotions, development opportunities, employee performance appraisals and rewards and recognition.</li> <li>• Clear lines of communication and subordination among all levels of Governorate department and employees resulting in accountability.</li> <li>• Creation of a positive culture of sharing and caring resulting in better teamwork and employee satisfaction and happiness.</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	LADP Project Manager
Frequency of Reporting	Weekly Reporting
Progress Reporting Requirements	As above
Location of work	<input checked="" type="checkbox"/> Duhok Governorate Headquarter
Expected duration of work	3 Month
Target start date	1 <sup>st</sup> November, 2016
Latest completion date	1 <sup>st</sup> February, 2017
Travels Expected	N/A
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: The assignment requires the services of 1 well-rounded Human resource expert with the capacity to work independently and coordinate a team of 2 other staff: one HR Specialist and one IT Expert.														
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars														
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 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	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Provision of: (1) Work plan endorsed by UNDP; (2) Assessment report; and (3) Key personnel recruited.</td><td>30%</td><td>After 5 days from contract signing</td><td rowspan="3">Within thirty (90) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr> <tr> <td>Establishment of the HR department, and provision of the draft report</td><td>50%</td><td>After 35 days from contract signing</td></tr> <tr> <td>Upon finalization of the project and provision of final narrative and financial report.</td><td>20%</td><td>On or before end of contract</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Provision of: (1) Work plan endorsed by UNDP; (2) Assessment report; and (3) Key personnel recruited.	30%	After 5 days from contract signing	Within thirty (90) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Establishment of the HR department, and provision of the draft report	50%	After 35 days from contract signing	Upon finalization of the project and provision of final narrative and financial report.	20%	On or before end of contract
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Upon finalization of the project and provision of final narrative and financial report.	20%	On or before end of contract													
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<input checked="" type="checkbox"/> LADP Project Manager														
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	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 25%														

	<input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 50% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 25%  <b>Financial Proposal (30%)</b> 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, only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>1</sup> <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	Siham Osman Procurement Specialist <a href="mailto:siham.osman@undp.org">siham.osman@undp.org</a> 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.

<sup>1</sup> 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.

<sup>2</sup> 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.

<p><b>Other Information Required Documents that must be Submitted to Establish Qualification of Proposers</b></p>	<p><input checked="" type="checkbox"/> Organization/Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured;</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the organization: must be a legally registered Company with relevant state entities with valid registration certificate/license to operate in the country;</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located outside the country;</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for one year in the past two years;</p> <p><input checked="" type="checkbox"/> The proposer should provide prove of two current and/or most recent project examples (brief description) performed in the subject area;</p> <p><input checked="" type="checkbox"/> C.Vs of Project personnel, including:</p> <ol style="list-style-type: none"> <li>1. <b>(1) One HR Expert:</b> Must possess at least a PHD degree or higher in Administration and Human Recourse Studies, or any other related field, with minimum of five years of experience in similar or related work;</li> <li>2. <b>(1) One HR Specialist:</b> Must possess at least a Master's degree or equivalent in HR Studies, or any other related field, with minimum of three years of experience in similar or related work; and</li> <li>3. <b>(1) One IT Specialist:</b> Must possess at least a Bachelor degree or equivalent in information technology Studies, or any other related field, with minimum of five years of experience in similar or related work.</li> </ol>
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**EVALUATION CRITERIA:**

Proposals will be evaluated based on the following criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	25%	250
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Management Structure and Key Personnel	25%	250
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	30
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial stability</li> <li>- strength of project management support</li> <li>- project financing capacity</li> <li>- project management controls</li> </ul>	40
1.3	The proposer should provide prove of two current and/or most recent similar examples (brief description) performed in the subject area.	40
1.4	Quality assurance procedures	20
1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> </ul> Work for UNDP/ major multilateral/ or bilateral programmes	120
		<b>250</b>

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25



2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	105
2.5	Is the conceptual framework adopted appropriate for the task?	85
2.6	Is the scope of task well defined and does it correspond to the TOR?	145
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	90
		<b>500</b>

Technical Proposal Evaluation Form 3				Points Obtainable
<b>Management Structure and Key Personnel</b>				
<b>3.1</b>	<b>(1) One HR Expert</b>			<b>120</b>
			Sub-Score	
	General Qualification and Suitability for the Project			
	- Educational Qualifications	30		
	- Professional Experience in the area of specialization	60		
	- Language Qualifications profession in English	30		
			<b>120</b>	
<b>3.2</b>	<b>(1) One HR Specialist</b>			<b>90</b>
			Sub-Score	
	General Qualification and Suitability for the Project			
	- Educational Qualifications	25		
	- Professional Experience in the area of specialization	40		
	- Language Qualifications (Profession in English, Knowledge of Arabic/Kurdish will be an asset)	25		
			<b>90</b>	
<b>3.3</b>	<b>(1) One IT Specialist</b>			<b>40</b>
			Sub-Score	
	General Qualification and Suitability for the Project			
	- Educational Qualifications	10		
	- Professional Experience in the area of specialization	25		
	- Language Qualification (Profession in English, and Kurdish) Knowledge of Arabic will be an asset)	5		
			<b>40</b>	
	<b>Total Part 3</b>			<b>250</b>

**TERMS OF REFERENCE**  
**Establishment of Human Resource Department**  
**Governorate of Duhok**

**BACKGROUND**

The United Nations Development Programme through Local Area Development Programme (LADP) funded by the European Union has worked and been working with Governorate of Duhok to develop the Provincial strategy for 2016 – 2018. The main objective of the program is strengthening the good governance by enhancing public policies and service delivery for the benefit of the people. This will be achieved through the following aspects: improving the capacity for planning and implementation at governorate level, resulting in higher budget execution and service delivery, leading towards better sector wide planning.

Local Area Development Programme working closely with the Governorate of Duhok could develop a provincial development Strategy for the 2016 – 2018 in a participatory approach of local communities. The strategy has developed with six main strategic goals to include: Multi sector economy, Geographical location, Governmental services, Investment environment, Administrative and Financial Efficiency, Human resources. We are intending to reflect three of these goals in the HR department project to be a continuation for HR database system project implemented in Duhok at the six previous months.

**OBJECTIVES**

LADP is planning to assist the Governorate of Duhok (GoD), KRG, to establish a human resource department with clear definition of functions and structure to maximize synergies, cost-effectiveness, and long-term impact. This TOR outlines the requested deliverables - functions and structure of the human resource department, to develop a human resource department in Duhok with a structure for the HR Department, a job description manual for jobs required, knowledge management capacity related to employee statistics - gathering and analysis of human resource related information. This will require the development of a human resource strategy as well as policies and procedures, recruitment and/or rehabilitation of suitable staff to run the department as professionally as possible.

The objective of this assignment is to establish a human resource department for the Governorate of Duhok covering the major HR functions and supporting IT solutions. This assignment was based on an official request from the governor of Duhok due to his satisfaction from the good valuable results of the HR system project. The assignment requires the services of 1 well-rounded Human resource expert with the capacity to work independently and coordinate a team of 2 other staff: one HR Specialist and one IT Expert.

**SCOPE OF WORK**

The assignment will undergo the following phases:

- Identify the needs of the Governorate of Duhok for such a department through a series of focus group discussions and one-to-one meetings with all stakeholders.
- Create a plan that serves as a guide to be used when designing and implementing the HR Department, duly communicated to the GoD team for discussion and endorsement.
- Develop the HR department structure covering sections and their functions, job descriptions for the proposed roles and supporting technical solutions.

- Recruit and/or rehabilitate the required number of staff for the HR Department.
- Train the selected staff on the various human resource functions and activities.
- Develop a human resource strategy along with policies and procedures that will regulate the relationship between the Human resource Department and other Governorate departments and individual employees.
- Upgrade the employee database system to accommodate the employee performance management and learning management systems as well as employee self-service functions.
- Implement knowledge transfer and sharing throughout the project period.
- Follow-up

#### **DURATION AND TIME LINE**

The duration of the assignment is three months, from 1<sup>st</sup> November, 2016 to 1<sup>st</sup> February, 2017

#### **DELIVERABLES**

##### **First Deliverable: Assessment and Gap Analysis:**

Before establishing the human resource department, a good understanding of the purpose behind the need for the human resource department, and what it is expected to perform needs to be in place.

This will require, but not limited to, the following:

- A focus group meeting with the Governor and his deputies as well as all department heads to get their feedback, input and buy-in;
- A number of focus group meetings with section heads, supervisors and support staff to capture their requirements, suggestions and expectations;
- A number of individual interviews with individual directors, managers and employees to find out how they deal with human resource issues;
- Identification of all information that needs to be considered for the establishment of the human resource department;
- Examination of the infrastructure and identification of the technical requirements for establishing the human resource department;
- Verification of the findings and requirements with the Governor's Office project team; and
- An assessment and gap analysis report outlining the findings and recommendation

##### **Second Deliverable: Agreed Project Outline**

Once the precise needs of the GoD have been discussed and established, a department structure draft will be developed showing all the sections and units that will be required for the human resource

department in the form of an outline for the project. This process will include, but will not be limited to, the following:

- Confirm the summary of all requirements identified in Phase 1 discussions;
- Ensure that all additional management and reporting sections and units are also included within the draft outline;
- Identify the required number of staff to manage the human resource department based on the total number of manpower within the Governorate, their sections and units, job titles, roles and responsibilities, competencies and experience;
- Highlight and agree any additional functions that need to be run by the department such employee engagement, succession planning, talent management, etc...; and
- Ensure GoD satisfaction and apply any necessary amendments to the department outline for further GoD endorsement.

### **Third Deliverable: Department and Sections Functions and Job Descriptions**

Following the finalization, and endorsement of the department outline, HR Department and sections functions will be established and then job descriptions will be developed for all positions.

This will require, but not limited to, the following:

- Prepare the department structure chart duly populated with a maximum of three tiers of management levels: department head, section heads and unit heads, if needed;
- Develop the department and sections functions with the active involvement of the all parties concerned: Governor Office, Technical Directorate and General Administration Directorate;
- Agree with the concerned parties about the total number of the staff needed for the HR Department, their job titles and qualifications and experience, in line with the best practice; and
- Develop job descriptions for all unique positions within the HR Department based on the functions of the department and its various sections.

### **Fourth Deliverable: HR Department Manpower, Strategy and Policies**

Once the structure of the HR Department is developed and approved by the top management, the agreed number of staff required for the HR Department to be sourced internally, selected and assigned to the various roles.

This will require, but not limited to, the following:

- Calculate the number of the staff needed to operate the HR Department based on the total number of employees within the Governorate as well as international standards applicable in this respect;
- Conduct a two-week course in human resource management skills to train the staff in the various HR functions;
- During the two-week training, develop a human resource strategy as well as policies and

procedures for the various HR functions. Here, the GoD's Provisional Development Strategy 2016 – 2018 needs to be taken into consideration; and

- Discuss the HR strategy and policies and procedures developed by the HR staff and the consultant with the top management for endorsement.

#### **Fifth Deliverable: Upgrading the Existing Employee Database**

The establishment of the Human Resource Department requires a number of supporting IT solutions which need to be incorporated into the existing employee database.

This will include, but will not be limited to, the following:

- Include the HR- related solutions into the existing employee database based on the agreed GoD requirements, such as learning management system, performance management system, employee service activities, etc...
- Upload the HR strategy and policies and procedures onto the existing employee database to be accessed by all employees for awareness purposes;
- Activate the recruitment module available on the employee database to be used by the manpower planning section on an ongoing basis;
- Develop a learning management system to accommodate all training and development activities for all Governorate employees;
- Develop an employee performance management system to be used for employee performance appraisal; and
- Develop a number of employee self-service functions recommended by employees and endorsed by the top management using the existing employee database.

#### **Sixth Deliverable: Additional Factors**

In order to ensure effectiveness and efficiency of the Human Resource Department, a number of additional factors will be included, but are not limited to, this following:

- Appoint a team of four (4) HR potential candidates from the Governorate's existing employees to work closely with the service provider throughout the project period;
- Arrange further training for the HR Department staff to help them carry out the various HR functions with competence and confidence;
- Conduct awareness sessions for all Governorate employees about the Human Resource Department functions and services; and
- A number of employee self-service functions recommended by employees and endorsed by the top management using the existing employee database.

#### **EXPECTED OUTPUTS**

- A one-stop shop for departments and individual employees to go to when dealing with human resource issues and to get the support needed to carry out their duties smoothly.
- HR strategy, policy and procedure manual available on the employee database for easy access to Governorate's enhanced capacity to manage its human resources in terms of selection, deployment, engagement and performance and productivity.
- Transparency with recruitment, promotions, development opportunities, employee performance appraisals and rewards and recognition.
- Clear lines of communication and subordination among all levels of Governorate department and employees resulting in accountability.
- Creation of a positive culture of sharing and caring resulting in better teamwork and employee satisfaction and happiness.

#### **REQUIREMENTS for the Company or Association**

- The service provider should be supported by people with English Kurdish and Arabic language skills.
- The service provider should demonstrate integrity by modeling the UN's values and ethical standards;
- The service provider should display cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Previous experience working with UN Agencies/Programmes.
- Capacity to mobilize resources in order to be available to start the implementation within a short time.



FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>3</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**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, including field survey and travel plan.*

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

### Qualifications of Key Personnel

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This *spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

\_\_\_\_\_  
Signature of the Nominated Team Leader/Member

\_\_\_\_\_  
Date Signed

**C) Price Proposal [This is only an Example]:**

Description of Activity		Unit Price US\$	Qty	Total Price US\$
<b>1. Personnel Services:</b>				
1.	Remuneration of Experts <b>to be assigned under the scope of this project</b>			
1.1	(1) One HR Expert			
1.2	(1) One HR Specialist			
1.3	(1) One IT Specialist			
1.4	Others.....(please specify)			
<b>2. Out of Pocket Expenses</b>				
2.1	Communications			
2.2	Reproduction and Reports			
<b>3. Other Related Costs (please specify)</b>				

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

*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 or 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 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.