REQUEST FOR PROPOSAL (RFP)
LUMP-SUM OUTPUT BASED CONTRACT
FIRM/ORGANIZATION/NGO
IT Assessments and Develop IT Strategies for the Ministry of Environment and National Council for Sustainable Development
(Re-Advertisement)
(Process 7825)

Phnom Penh, Cambodia
August 22, 2018

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of IT Assessments and Develop IT Strategies for the Ministry of Environment and National Council for Sustainable Development.

Please be guided by the forms attached hereto as Annex B and C, in preparing your Proposal.

Your offer, **comprising of a Technical and Financial Proposal, in separate sealed envelopes**, must be submitted to the following address **no later than 05 September 2018 by 12:00 p.m., local time**. **Late submission shall be rejected. Submission by email will not be accepted.**

UNDP Cambodia, Registry Office (Building No. 5)
No. 53, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Analyst, Procurement Unit

Your Proposal must be expressed in the ***English***, and valid for a minimum period of ***90 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 D.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Kolap Hul
Operation Manager

Annex A

Description of Requirements

Context of the Requirement	IT Assessments and Develop IT Strategies for the Ministry of Environment and National Council for Sustainable Development.
Brief Description of the Required Services[1]	As per Term of Reference
List and Description of Expected Outputs to be Delivered	• Review institutional strategies • Develop technology baselines (capacities, software, hardware and infrastructure) • Analyze results • Bring solutions in the form of "options" including the identification of risk i.e. security • Develop IT strategies for MoE and NCSD
Person to Supervise the Work/Performance of the Service Provider	The successful contractor will work under direct supervision of MoE/NCSD Focal Points and under overall management by Programme Analyst of UNDP.
Frequency of Reporting	Based on the outputs
Progress Reporting Requirements	N/A
Location of work	Phnom Penh, Cambodia
Expected duration of work	August to November 2018
Target start date	6 August 2018
Latest completion date	30 November 2018
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	☒ Required

[1] *A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.*

<table>
<tr><td>timing of activities/sub-activities</td><td></td></tr>
<tr><td>Names and curriculum vitae of individuals who will be involved in completing the services</td><td>☒ Required</td></tr>
<tr><td>Currency of Proposal</td><td>☒ United States Dollars</td></tr>
<tr><td>Value Added Tax on Price Proposal[2]</td><td>☒ must be exclusive of VAT and other applicable indirect taxes</td></tr>
<tr><td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td><td>☒ 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.</td></tr>
<tr><td>Partial Quotes</td><td>☒ Not permitted</td></tr>
<tr><td>Payment Terms[3]</td><td>
<table>
<tr><th>No</th><th>Outputs/Deliveries</th><th>Payment Schedule</th><th>Payment Amount (%)</th></tr>
<tr><td>1</td><td>Upon satisfactory completion of output 1</td><td>September 2018</td><td>10</td></tr>
<tr><td>2</td><td>Upon satisfactory completion of output 2</td><td>October 2018</td><td>20</td></tr>
<tr><td>3</td><td>Upon satisfactory completion of output 3</td><td>November 2018</td><td>20</td></tr>
<tr><td>4</td><td>Upon satisfactory completion of output 4</td><td>November 2018</td><td>15</td></tr>
<tr><td>5</td><td>Upon satisfactory completion of output 5</td><td>December 2018</td><td>15</td></tr>
<tr><td>6</td><td>Upon satisfactory completion of output 6</td><td>December 2018</td><td>15</td></tr>
<tr><td>7</td><td>Upon satisfactory completion of output 7</td><td>December 2018</td><td>5</td></tr>
</table>
</td></tr>
<tr><td>Person(s) to review/inspect/ approve</td><td>Assistant Country Director of UNDP , UNDP Cambodia</td></tr>
</table>

[2] *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.*

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

outputs/completed services and authorize the disbursement of payment	
Type of Contract to be Signed	☒ Contract for Professional Services
Preliminary Examination	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.
Criteria for Contract Award	☒ Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution) The total score for each proposal will be calculated independently by the following formula: Rating the Technical Proposal (TP): **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total Combined Score: (TP Rating) x Weight of TP (70%) + (FP Rating) x Weight of FP (30%) **Total Combined and Final Rating of the Proposal** ☒ 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 will be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	**Stage 1: Technical Proposal Evaluation (70%)** The Technical Proposal of the offerors will be evaluated based on the following criteria:

The total number of points allocated for the technical proposal is 1000. The technical proposal of the offeror is evaluated based on following criteria:

No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable
1	Expertise of organization	200
2	Proposed Approach and methodology	300
3	Proposed Personnel	500
	Total	1000

No.	**Technical Proposal Evaluation Form 1: Expertise of organization**	**Points Obtainable**
1	At least ten years' experience in the successful delivery of IT solutions.	100
2	Have experience in undertaking ICT baseline assessments	50
3	Have experience in preparation of organizational IT strategies	50
	Total:	200

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?	80
2	Is the scope of task well defined and does it correspond to the TOR?	120
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	300

No.	**Proposed personnel**	**Points Obtainable**
1	**<u>Team Leader (1 person)</u>**: • Master's degree in ITC (or at least 12 years' experience in ICT). Designing technical architecture, networking, different cost-effective software/hardware solutions and configurations, security issues, risks **(80 points)** • Successful delivery of medium to large IT projects **(30 points)** • Experience coordinating multidisciplinary teams **(20 points)**	200

		• Experience undertaking IT capacity assessments (institutions and individuals) (**50 points)** • Experience working with government and development agencies **(20 points)**	
	2	**Network/ICT Expert (1 person)**: • A minimum of 7 years relevant ICT experience **(30 points)** • Establishing networks and information security management systems (**50 points)** • Undertaking IT assessments (human capacity / technology) **(50 points**) • Conducting surveys and interviews **(20 points)**	150
	3	**Network/ICT Expert (1 person):** • A minimum of 7 years relevant ICT experience **(30 points)** • Establishing networks and information security management systems **(50 points)** • Undertaking IT assessments (human capacity / technology) **(50 points)** • Conducting surveys and interviews **(20 points)**	150
		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	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: 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[4]	• Form for Submission of Technical Proposal (Annex B) • Form for Submission of Financial Proposal (Annex C) • General Terms and Conditions / Special Conditions (Annex D) • Terms of Reference (Annex E)
Required Documents for Submission	☒ **Technical Proposal:** Form for Submitting Service Provider's Technical Proposal is duly completed and signed as per **Annex-B** *(the form would allow bidders 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 required under this process and complete the information and supporting documents for Qualification of Service Provider, Proposed Methodology for Completion of Service, and Qualification of Key Personnel).* ☒ **Financial Proposal**: Form for Submitting Service Provider's Financial Proposal is duly completed and signed as per **Annex-C** **Technical and Financial Proposals are submitted in separate sealed envelopes**.
No. of copies of Proposal that must be submitted	Original : 1 Copies : 1 1 CD ROM containing of technical proposal should be submitted along with the technical proposal envelop
Contact Person for Inquiries (Written inquiries only)[5]	UNDP Cambodia Registry Office (located in Building No. 5, 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: sereyvattana.chan@undp.org and cc procurement.kh@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

Annex B

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL[6]

(This Form must be submitted using the Service Provider's Official Letterhead[7])

[insert: Location].
[insert: Date]

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

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) dated 22 August 2018**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

[Name of the Organization submitting Proposal]……
[Signature Authorized Person and Stamp] ……
[Name of Authorized Person]……..
[Title of Authorized Person]……..
[Date]…….

[6] *This serves as a template and mandatory to the Service Provider in submitting the Technical Proposal.*
[7] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

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:

a) Profile – provide description of the organization/firm including the year, staffs structure, 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;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.;
c) 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

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Referees Contact Details (Name, Phone, Email) *(UNDP retains the rights to contact referees directly)*

d) Latest Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. (if any);
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)
f) 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 requirements/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 Request for Proposal document.

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 as required in the Request for Proposal document shall be clearly presented. The service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification.

Annex C

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL[8]

(This Form must be submitted using the Service Provider's Official Letterhead[9])

[insert: Location].
[insert: Date]

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

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 each project 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 No 1				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				
	Output No 2				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				
	Output No 3				
1	Personnel Services				
	Expertise 1		[Home]		
			[Field]		
	Expertise 2		[Home]		

[8] *This serves as a template to the Service Provider in submitting the Financial Proposal.*
[9] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

			[Field]		
2	Other Related Costs				
	Output No 4				
1	Personnel Services				
	Expertise 1		[Home]		
			[Field]		
	Expertise 2		[Home]		
			[Field]		

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 of the Organization submitting Proposal]……
[Signature Authorized Person and Stamp] ……
[Name of Authorized Person]……..
[Title of Authorized Person]……..
[Date]…….

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

Annex D

General Terms and Conditions for Institutional Contracts

Annex-E

Empowered lives.
Resilient nations.

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

(FOR CONTRACTS LESS THAN US$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

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

12.3 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.

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

12.4.1 Name UNDP as additional insured;

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

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. 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:

17.1 The Recipient shall:

17.1.1 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*,

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

17.2 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 17, the Recipient may disclose Information to:

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

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, 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. 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") and Article 34 ("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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

TERMS OF REFERENCE
Professional Service

Project Information

Assignment Title:	Firm to undertake IT Assessments and Develop IT Strategies for the Ministry of Environment and National Council for Sustainable Development
UNDP Practice Area:	Environment
Cluster/Project:	Program/Environmental Governance Reform
Assignment Location:	Phnom Penh, Cambodia (not home based)
Assignment Duration:	55 days

Background and Project Description

Cambodia is rapidly transiting towards a lower middle-income country. The Gross National Income (GNI) per capita is USD 1,020 (World Bank 2014) with an annual Gross Domestic Product (GDP) growth of 7.4 percent (World Bank 2013). However, Cambodia is ranked 145 out of 178 countries for the Environmental Performance Index with the overall score of 35.44 out of 100 points (Yale Center for Environmental Law and Policy, 2014). The World Bank's Country Policy Institutional Assessment (CPIA) (2014) gives the country a score of 3 out of 6 in terms of its policy and institutional capacities in attaining environmental sustainability. Like other rapidly developing countries, Cambodia faces challenges in terms of attaining sustainable development. In September in 2015, Cambodia endorsed the adoption of Sustainable Development Goals (SDGs) to meet these challenges. Currently, Cambodia is in a process of specifying the SDG goals in the context of the challenges pertaining to Cambodian sustainable development.

At present, Cambodia has several governmental bodies and laws to govern its natural resources and the environment. The Ministry of Environment (MoE) is one of the governmental bodies with a central mandate to ensure conservation and management of natural resources and environment. In recent years, however, the MoE has faced significant constraints in addressing the emerging environmental issues and challenges due partly to its formerly outdated organizational structure, strategic priorities and implementation plans, and partly to insufficient human and technical resources.

Moreover, there was no effective inter-ministerial governmental body or legal principles that provide overarching guidance and direction for sustainable development. Additionally, the mandates and regulations of existing ministries do not adequately correspond to current and emerging challenges. Finally, overlapping jurisdictions and mandates among line ministries over the governance of natural resources and environment have created ambiguity and confusion concerning which ministry should be responsible and for what purposes. This has resulted in uneven and inadequate enforcement and application of environmental and natural resource requirements and standards, thus constraining and undermining efforts to protect the environment and facilitate sustainable development.

In response to these challenges, the Royal Government of Cambodia (RGC) embarked upon environmental governance reforms in November in 2013. These focus on three pillars of activities: 1) MoE modernization, 2) Establishment of the National Council of Sustainable Development (NCSD), and 3) Development of an Environmental Code.

Objective of the Assignment

The Information Technology consultancy will be required to complete the following key activities for MoE and the NCSD:

1. Review institutional strategies
2. Develop technology baselines (capacities, software, hardware and infrastructure)
3. Analyze results
4. Bring solutions in the form of "options" including the identification of risk i.e. security
5. In accordance to points 1-4 above, develop IT strategies for MoE and NCSD

Scope of Work

1. Review Institutional Strategies

Review MoE/NCSD institutional strategies to gain a better understanding of what the institutions aim to achieve with respect to the environment and sustainable development. The following documents should be reviewed:

- MoE/NCSD Strategic Frameworks
- MoE/NCSD institutional strategies
- No.135.ANKr. BK Sub-decree on organization and function of MoE
- Others as specified by government/UNDP partners

2. Initial Discussions and Technology Baselines

Gather information on the technological needs of each department for each institution.

Consult Senior Decision Makers: In the MoE and NCSD, identify, arrange and undertake initial high-level scoping discussions with senior department decision makers, internal audit and the general directorates. These meetings will help gain a better understanding on the institution(s) vision with respect to the adoption of technologies.

Prepare Questionnaires: Prepare targeted questionnaires that will effectively identify the technology challenges the institutions and their departments face to deliver mandates.

Conduct Departmental Interviews: In the MoE and NCSD, identify, arrange and undertake interviews with department heads and key technical staff to understand mandates and departmental visions for using technologies to deliver mandates. During these interviews, the IT assessment team will:

- Create information technology baseline(s) i.e. equipment, software, systems etc. for each department;
- Determine staff and institution IT/software capabilities;
- Link departmental mandates to technological gaps - using cost effective secure technologies, and;
- Determine departments technological priorities i.e. needs assessment.
- Provide IT solution options and produce priorities list among the identified gaps;

3. Analyze Results

- Baseline of technologies;
- Institution and Staff IT capacities;
- Issues mapped in relation to technological gaps;
- Identify similarities in technological gaps between departments;
- Present top five technological gaps for each department.
- Provide relevant IT solution option to address the gap

4. Bringing IT Solutions to Reality

At the institutional level explain the objective of each technological solution along with implementation options i.e. the different technological solutions. The recommended technological solutions for each identified technology gap must be clearly presented i.e. cost effectiveness, security, easy to use etc. This should be complimented by a step-by-step action plan to implement each of the recommended solutions.

The same process must be followed for each of the departments at the MoE and NCSD.

5. IT Strategy and Plan

Develop strategies detailing how the institutions can introduce appropriate technological solutions in a logical and somewhat timely manner. The document will be concise, to the point and no longer than 25 pages for each institution i.e. MoE and NCSD. The strategies must first and foremost answer the question of "what is the IT strategy trying to do?". It will provide direction to where the institution is going, and how they plan to get there with the appropriate ICT. This statement needs be unpacked to explain the underlying thinking and rationale for decisions embedded in the strategies. Thus, the front end of these documents will be used to frame and guide the contents of the strategic action plan – or more simply, the implementation of the various technological solutions.

The following structure could be used for each strategy (this is initial proposal, the outline will be further discussed and firmed up with the consultant once he/she is on board):

- Executive summary
- Introduction: purpose of the IT strategy
- Current IT situation analysis of the institution
- Examples of best practices for IT system/infrastructure (at least + 3 other countries)
- SWOT analysis
- IT options internal - includes central and provincial
    - Institutional level
    - Department level
    - Critical success factors
    - Risks (including security)
- IT options external
    - inter-ministerial coordination
    - Critical success factors
    - Risks (including security)
- Strategic recommendations (associated costs and risks)
    - Institutional level
    - Department level
    - Inter-ministerial – to support checks and balances
    - Risks and mitigation strategies
- Annexes (step-up-step action plan for each solution – how to bring solutions to reality).

To deliver the assignment, the firm will be required to:

- Mobilized required team members;
- Finalize the work plan to deliver the assignment and the proposed methodology with the project team;
- Conduct desk review, stakeholder consultation, and conduct other data collection activities as deem relevant;
- Effective coordinate, communicate and cooperate with the wider team that consists of UNDP staff and project staff, international and national consultants.
- Close communication, collaboration and coordination with staff from MoE and NCSD;
- Provide update on the work required as request;
- Provide all the report, analysis, and supporting data collected under this assignment to project as required;

6. Recommendations to HR Firm

Provide advisory support to HR firm working with MoE/NCSD to prepare Terms of Reference (ToR) for institutional staff. Assistance will be in the form of advising and providing recommendations to the HR Firm on how ICT related institutional activities could be included in staff ToRs.

Expected outputs and deliverables

This consultancy will be under the direct supervision of the Project Manager of the EGR Project with support of the UNDP Programme Analyst.

No	Deliverables/Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required
1	**Inception Report:** Provide a detailed workplan, methodology, and timeline on how you will undertake and conclude the assignment.	**3 days**	September 2018	MoE/NCSD advisors Assistant Country Director of UNDP EGR Project Manager
2	**1st Draft IT Strategy MoE:** Using information from the assessment along with best practices, prepare a detailed but concise IT strategy for MoE.	**25 days**	October 2018	
3	**1st Draft IT Strategy NCSD:** Using information from the assessment along with best practices, prepare a detailed but concise IT strategy for NCSD.	**12 days**	November 2018	
4	**Presentations**: Formally present (via PowerPoint) the two draft IT strategies to MoE and NCSD. The presentation must provide clear messaging and be illustrative where possible. The overall objective of the presentations is to engage government on best options.	**4 days**	November 2018	
5	**Submit Final IT Strategy MoE**: Revise draft MoE IT Strategy based on comments received.	**4 days**	December 2018	
6	**Submit Final IT Strategy NCSD**: Revise draft NCSD IT Strategy based on comments and submit final.	**4 days**	December 2018	

7	**Provide IT/HR advisory/recommendations**: Assist the EGRs Human Resource work	**3 days**	December 2018	
	Total number of days:	**55 days**		

Institutional Arrangement

Roles of consultancy

- The consultant/firm shall have regular meetings with the NCSD and MoE Focal Points, Consultants, Service Providers and the UNDP to inform on progress;
- The consultant/firm shall report on/submit the above deliverables to the MoE/NCSD Focal Points and the UNDP;
- The consultant/firm needs to maintain weekly communication with the UNDP Country Office represented by the UNDP Programme Analyst when problems emerge during the consultancy period, especially if they affect the scope of work;

Roles of the MOE/NCSD Focal Points

- The MoE/NCSD Focal Points will provide quality assurance for the services of the consultant/firm. They will also provide support for planning and the day-to-day management of project activities.

Roles of the UNDP Country Office

- The UNDP Programme Analyst will provide overall management oversight the implementation of planning and management of day-to-day work of project activities in coordination with the MoE/NCSD Focal Points;
- The UNDP Programme Analyst will serve as the main point of contact for the UNDP Country Office with the consultant;
- The UNDP will provide overall quality assurance for this consultancy;
- The UNDP EGR team, UNDP Programme Analyst and MOE/NCSD Focal Points will review deliverables for payment release.

Duration of the Work

The duration of the assignment will be from September 2018 to December 2018. The total amount of working days for this project is 55 days.

Duty Station

The duty station for this assignment is Phnom Penh. Transportation costs within Phnom Penh will be covered by the firm.

Minimum Qualifications of the Successful Contractor at Various Levels

Experience:	• At least 10 years professional experience assessing and implementing IT infrastructure, networking and in the development of database systems; • Have experience in undertaking ICT baseline assessments • Preparation of IT solutions for organizations

Qualification of Key Team Members

The Service Provider will include in the proposal the team composition with recent CVs. The requested team should have diversified skills that relate to the deliveries of the assignment and the competencies identified in the Minimum Qualifications table. There will be no replacement of experts without the explicit consent of UNDP.
The composition of the IT team will be:

- 1 ICT Team Leader (National)
- 2 Network/ICT Experts (Nationals)

Minimum Qualifications of Project Team Leader.

In charge of overseeing the team.
The main tasks should include:

- Fully understanding client requirements;
- Providing strategic and technical leadership to the team;
- Identifies new and emerging hardware/software technologies and products
- Team/project management;
- Quality control/quality assurance processes;
- Focal point from the assignment and responsible for output delivery.

Education:	Master's degree or equivalent in Information Technology
Experience:	• A minimum of 10 years relevant experience in the development of IT solutions and strategy for organizations/institutions. • Proven experience in the successful delivery of medium to large IT projects. • Information security management • Proven experience in IT capacity assessment both for institution and individual; • Experience working for multi stakeholders project namely with government agencies and development agencies.
Competencies:	• Good analytical and communication skills, including the ability to draft and articulate ideas in a clear and concise manner. • Good interpersonal skills and ability to work well in a team whilst also having the capacity and initiative to work independently. • Highly developed oral and written communications skills with excellent English writing skills.

Minimum Qualifications of two ICT/Networker Experts

In charge of capacity assessments and in the identification and recommendation of network/data management solutions.
The main tasks should include:

- Dialoguing with institutions and their departments (assessments);
- Conducting interviews and facilitate group discussions;
- Ensuring identified problems are fully understood;
- Prepare baseline assessments of staff capacities and ICT technologies;
- Identifying best practice, cost-effective and plausible ICT solutions.

Education:	Bachelor's degree (or higher) in Information Technology (or related field).
Experience:	• A minimum of 7 years of relevant experience in ICT; • Establishing networks and information security management • Assess diverse complex issues • Capacity to conduct surveys and interviews
Competencies:	• Good analytical and communication skills, including the ability to draft and to articulate ideas in a clear and concise manner; • Good interpersonal skills and ability to work well in a team whilst also having the capacity and initiative to work independently; • Good oral and written communications skills

Scope of Bid Price and Schedule of Payments

The consultant will be paid on a lump sum basis under the following installments.

N	Outputs/Deliveries	Payment Schedule	Payment Amount (%)
1	Upon satisfactory completion of output 1	September 2018	10
2	Upon satisfactory completion of output 2	October 2018	20
3	Upon satisfactory completion of output 3	November 2018	20
4	Upon satisfactory completion of output 4	November 2018	15
5	Upon satisfactory completion of output 5	December 2018	15
6	Upon satisfactory completion of output 6	December 2018	15
7	Upon satisfactory completion of output 7	December 2018	5

Recommended Presentation of Technical Proposal

A. Expertise of the service provider

Interested service providers shall state why they are the best-suited to carry out the above task. This should include a detailed organization profile, outline the service provider's strengths and expertise highlighting directly relevant experiences to the assignment.

B. Methodology to conduct the assignment

The service provider shall propose a tailored methodology to successfully carry out the assignment.

- Demonstrate understanding the tasks
- The scope of task well defined and corresponds to the TOR
- The presentation of the proposal is clear and the sequence of activities and the planning logical, realistic and promise efficient to achieve the expected results.

C. Team structure

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.

D. Timeline/work plan

In addition, the service provider shall submit the proposed work plan to complete this assignment which shall include a clear description of how key results will be achieved on time and in budget.