



REQUEST FOR PROPOSAL (RFP)

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| NAME & ADDRESS OF FIRM | DATE: March 12, 2020 |
| | REFERENCE: RFP/2020/002 |

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Human Resources Consultancy Firm**.

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

Proposals may be submitted on or before Friday, April 17, 2020 and via email, courier mail or fax to the address below:

UNITED NATIONS DEVELOPMENT PROGRAMME

The Resident Representative

REF: RFP/2019/002

United Nations Road

3rd Floor UN House

P.O. Box 301

Maseru, Lesotho

Email: ls.procurement@undp.org

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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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 :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Pheea Mafethe
Operations Analyst

Description of Requirements

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| Context of the Requirement | <p>Since 2018, UNDP in partnership with the Government of Lesotho, the Southern African Development Community and other partners, with funding from the UN Peacebuilding Fund have been implementing the Lesotho National Dialogue and Stabilisation Project (LNDSP). The LNDSP is in response to Lesotho's cyclic political instability and a first step towards the implementation of comprehensive national reforms aimed at long-term stability and sustained peace and development. The Project was designed to achieve national consensus and trust building through multi-level dialogue on reforms, stabilize the security sector and effectively communicate the reforms process with gender mainstreamed in the entire process. Through this support, the multi-stakeholder national dialogue process was successfully completed in November 2019 resulting in the generation of a national consensus and agreement on reforms content as well as options for implementation. The process also initiated fundamental steps towards professionalizing the security sector and has catalysed adequate Development Partner support for implementation of the agreed reforms.</p> <p>A key outcome of the dialogue process was the creation of a legal framework to safeguard the reforms implementation process and insulate it from possible interference by enacting the National Reforms Authority Act (NRA), 2019. The Act provides for the “establishment of the National Reforms Authority; management, coordination and leadership of the reforms process in the implementation of the resolutions and decisions of the Multi-Stakeholder National Dialogue Plenary II for the promotion of stakeholder consensus and national stability, unity and reconciliation”.</p> <p>The NRA Act 2019 seeks to inter alia; a) establish the NRA as a successor to the National Dialogue Planning Committee; b) safeguard the national reforms; c) promote stakeholder consensus on national reforms and long-term stability, unity and reconciliation; effective and efficient management, coordination, oversight and strategic leadership in the national reforms process and; expedite national transformation of Lesotho through an independent, transparent and accountable structures of law reform process in the implementation of the resolutions and decisions of Plenary II. The NRA is composed of broad representation from all registered political parties, Government, civil society, faith-based organisations, academia, business and labour movements, women groups, youth and special interest groups. In compliance with</p> |
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| | <p>the provisions of the Act, a 59-member National Reforms Authority was inaugurated on 6th February 2020 and thereafter inducted on their roles and responsibilities.</p> <p>The Authority is independent, transparent and accountable to both Houses of Parliament with its decisions being final and binding on all parties represented. To ensure effective and efficient discharge of its functions the Act provides for the establishment of the NRA Secretariat composed of the Chief Executive Officer, the Deputy Chief Executive Officer, seven thematic experts and other staff as may be necessary.</p> <p>Pursuant to the provisions of Part II Section 13; 14 and 15 of the NRA Act, 2019, Government through the Ministry of Law, Constitutional Affairs and Human Rights in consultation with the NRA has requested UNDP for technical assistance in the setting up the NRA Secretariat. UNDP – Lesotho on behalf of the Government of Lesotho in full consultation with NRA is therefore, seeking to recruit an International Human Resources Consultancy Firm to support the NRA in developing a framework for operationalisation of its Secretariat.</p> |
| Implementing Partner of UNDP | UNDP |
| Brief Description of the Required Services ¹ | <p>A. <i>The Scope of the Assignment</i></p> <p>The International Human Resources Consultancy Firm working with the relevant committee of the NRA shall provide technical assistance to the Ministry of Law, Constitutional Affairs and Human Rights and NRA to accomplish the following broad terms:</p> <ul style="list-style-type: none"> i) Review the NRA Act, 2019 and proposes an organisational structure of the NRA Secretariat including staffing configurations, administrative guidelines and, remuneration structure consistent with the Public Finance Management regulations; ii) Elaborate on the Terms of Reference for the Secretariat and develop the Job Descriptions as well as person specifications for the senior management, technical and operational staff of the NRA Secretariat. iii) Develop recruitment guidelines, propose selection procedures, and lead the executive selection for the senior management for the NRA Secretariat. iv) Develop the performance measurement system and methods as well as the reporting framework for the NRA Secretariat and; |

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.

| | v) Facilitate the induction of NRA management, technical and operational staff with joint sessions involving NRA Members including clarifying roles and responsibilities. | | | | | | | | | | | | | | | | |
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| List and Description of Expected Outputs to be Delivered | <p>Based on the criterion of the tasks associated with this Terms of Reference Consultancy Firm will be responsible for the following deliverables:</p> <ul style="list-style-type: none"> ▪ Deliverable 1: - Interpretation of Terms of Reference and an Inception Report produced; ▪ Deliverable 2: - Organisational structure of the NRA Secretariat, staffing configurations, administrative guidelines and, remuneration structure produced; ▪ Deliverable 3: - Terms of Reference, Job Descriptions and person specifications for the senior management, technical and operational staff of the NRA Secretariat developed; ▪ Deliverable 4: Recruitment guidelines and selection procedures developed and approve; ▪ Deliverable 5: Executive selection of the senior management and thematic technical experts for the NRA Secretariat completed; ▪ Deliverable 6: Performance measurement system and reporting framework for the NRA Secretariat developed and; Deliverable 7: - Induction training for NRA management and thematic technical experts with NRA Members conducted. | | | | | | | | | | | | | | | | |
| Person to Supervise the Work/Performance of the Service Provider | <i>As per Section E Institutional Arrangement in the TORs</i> | | | | | | | | | | | | | | | | |
| Frequency of Reporting | <i>As per Section D Timelines in the TORs</i> | | | | | | | | | | | | | | | | |
| Progress Reporting Requirements | n/a | | | | | | | | | | | | | | | | |
| Location of work | <input checked="" type="checkbox"/> UNDP Lesotho and Party Homebased | | | | | | | | | | | | | | | | |
| Expected duration of work | 14 days over a period not exceeding one months. | | | | | | | | | | | | | | | | |
| Target start date | 10/05/2020 | | | | | | | | | | | | | | | | |
| Latest completion date | | | | | | | | | | | | | | | | | |
| Travels Expected | <p>Shall be agreed upon starting, UNDP shall be responsible of any travel out of the agreed duty station</p> <table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | Destination/s | Estimated Duration | Brief Description of Purpose of the Travel | Target Date/s | | | | | | | | | | | | |
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| Special Security Requirements | <input checked="" type="checkbox"/> Security Clearance from UN prior to travelling | | | | | | | | | | | | | | | | |
| Facilities to be Provided by UNDP | <input checked="" type="checkbox"/> Office space and facilities <input checked="" type="checkbox"/> Land Transportation | | | | | | | | | | | | | | | | |

| (i.e., must be excluded from Price Proposal) | | | |
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| Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input checked="" type="checkbox"/> Required | | |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required | | |
| Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Local Currency | | |
| Value Added Tax on Price Proposal ² | <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes | | |
| Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>) | <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 ³ | As per Section I of the TORs <table border="1" style="margin-left: 40px;"> <tr> <th style="text-align: center;">Condition for Payment Release</th> </tr> <tr> <td> Within thirty (30) 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> </table> | Condition for Payment Release | Within thirty (30) 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. |
| Condition for Payment Release | | | |
| Within thirty (30) 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. | | | |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | As per Section E of the TORs | | |
| | <input checked="" type="checkbox"/> Contract for Goods and Services | | |

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.

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| Type of Contract to be Signed | |
| Criteria for Contract Award | <input type="checkbox"/> Lowest Price Quote among technically responsive offers <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 criterion 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 | <u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 10% <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 40% <u>Financial Proposal (30%)</u> 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 type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i> |
| Contract General Terms and Conditions ⁴ | <input type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input checked="" type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |
| Annexes to this RFP ⁵ | <input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3) <input checked="" type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ⁶ <i>[pls. specify]</i> |

⁴ 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.

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

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

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| Contact Person for Inquiries (Written inquiries only) ⁷ | <i>Rethabile Maope</i> <i>Procurement Associate</i> <i>Rethabile.thipe@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Other Information [pls. specify] | |

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

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL⁸

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

Technical Proposal to be submitted as a separate email attachment from the Financial Proposal

[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, contract 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.

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

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

C. Qualifications of Key Personnel

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

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

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL¹⁰

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹¹)

Financial Proposal to be submitted as a separate email attachment from the Technical Proposal

[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. Cost Breakdown per Deliverable*

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

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

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

| Description of Activity | Remuneration per Unit of Time | Total Period of Engagement | No. of Personnel | Total Rate |
|--------------------------------|--------------------------------------|-----------------------------------|-------------------------|-------------------|
| I. Personnel Services | | | | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Field Offices | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 3. Services from Overseas | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |

¹⁰ This serves as a guide to the Service Provider in preparing the Proposal.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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| II. Out of Pocket Expenses | | | | |
| 1. Travel Costs | | | | |
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |
| 6. Others | | | | |
| III. Other Related Costs | | | | |

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

[Designation]

[Date]