



REQUEST FOR PROPOSAL (RFP)

<u>Project No.:</u> 00120555	<u>Date:</u> June 21, 2021
<u>Project Name:</u> Plan Iniciación IRDH2020	<u>Reference:</u> 18746-2021 - UNDP LAC Research Center Experts' Network 2 nd Generation

Dear Sir / Madam:

We kindly request you to submit a Proposal for a **UNDP LAC Research Center Experts' Network 2nd Generation**.

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

Proposals may be submitted on or before **July 5, 2021 at 15:00 (time of the Republic of Panama, UTC /GMT -5)**.

United Nations Development Programme

Procurement Unit

Email: procurement.rblac.regionalhub@undp.org

Subject: 18746-2021 - UNDP LAC Research Center Experts' Network 2nd Generation

Your Proposal must be expressed in **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 .pdf format, and free from any virus or corrupted files.

Proposals to join the UNDP LAC research center experts' network 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.

Proposals that comply with all the requirements, meet all the evaluation criteria and offer 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 Center /Entity 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, 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 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 Center /Entity accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Center/Entity 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 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/>

UNDP encourages every prospective Center /Entity 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 Center /Entity to adhere to the UN Supplier Code of Conduct found in thislink: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely,

UNDP Procurement Unit

DESCRIPTION OF REQUIREMENTS

Context of the Requirement:	In 2019, UNDP RBLAC established an alliance with reputable research centers in the LAC region through different contract modalities, creating the first Research Centers Expert's Network with 11 institutions, in order to enrich its internal debates and help both the bureau and country offices to develop a strategic vision about policy issues relevant for the region, as well as country-specific and some common to more than one.
Project:	Projects: 00120555. Project Name: Plan Iniciación IRDH2020.
Brief Description of the Required Services:	RBLAC is looking to build on the achievements of this first generation of research centers and is preparing a second generation with a more specific variety of products and deliverables, based on the lessons learned from the first Network, with the possibility of re-engaging with institutions from the first generation and adding new ones depending on the capacity necessity.
List and Description of Expected Outputs to be Delivered:	<ul style="list-style-type: none"> ▪ To operationalize the partnership with each research center, UNDP RBLAC is willing to recognize a price per topic developed and, if needed and allowed due to COVID-19 travel restrictions, will cover the costs of travel of one meeting between the researcher and the Country Office team. Other travel costs, if necessary, will be covered upon request and justification from the Country Office team and the expert involved, and approval from the RBLAC Senior Management; ▪ Research centers with the capacity to provide expert advice on issues relevant to the LAC region may choose to work on request up to the limit of a Framework Agreement on advisories and/or specific products/deliverables per year during the term of this contract.
Person to Supervise the Work /Performance of the Center /Entity:	RBLAC Chief Economist.
Frequency of Reporting:	As described in TORs (Annex 4).
Progress Reporting Requirements:	As described in TORs (Annex 4).
Location of work:	Home-based.
Expected duration of work:	1 year with the possibility of extension up to 2 years based on availability of funds.
Target start date:	To be announced.

Latest completion date:	12 months after the start date.
Expected Travels:	To be determined due to COVID-19 travel restrictions.
Special Security Requirements:	The Contractor shall remain solely responsible for the security of its personnel.
Facilities to be Provided by UNDP:	N/A.
Implementation Schedule indicating breakdown and timing of activities /sub-activities:	Required.
Name and curriculum vitae of individuals who will be involved in completing the services:	Required.
Currency of Proposal:	United States Dollars (USD).
Value Added Tax on Price Proposal:	Not to be included.
Validity Period of Proposals:	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:	Not permitted.
Payment Terms:	<ul style="list-style-type: none"> ▪ Research centers with the capacity to provide expert advice on issues relevant to the LAC region may choose to work on request up to the limit of a Framework Agreement on advisories and/or specific products/deliverables per year during the term of this contract. The specific product/deliverables to be priced individually in the economic proposal are as follows: <ul style="list-style-type: none"> ▪ Policy Documents; Policy Briefs ▪ Policy Notes; Peer reviews ▪ Support UNDP country offices processes with their interaction with the government upon request (fixed price). ▪ Agreed payments, according to the advisory services/ products requested and provided shall be made following certification by UNDP and approved by the RBLAC Chief Economist.

Person(s) to review /inspect /approve outputs/completed services and authorize the disbursement of payment:	RBLAC Chief Economist.
Type of Contract to be Signed:	A Long-Term Agreement and a Contract for Goods and /or Services.
Criteria for Contract Award:	<p>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution).</p> <p>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.</p>
Criteria for the Assessment of Proposal:	<ul style="list-style-type: none"> • <u>Technical Proposal (70%)</u> Research Center /Entity Profile (400 points); Director or Coordinator and Research Team (800 points); • <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:	Up to six (6) research centers if they meet all requirements and criteria.
Annexes to this RFP:	<ul style="list-style-type: none"> • Description of Requirements (Annex 1); • Detailed TOR and Evaluation Matrix (Annex 2); • Form for Submission of Proposal (Annex 3); • Model of Contract for Goods and/or Services and General Terms and Conditions for Services (Annex 4).
Contact Person for Inquiries	<p>United Nations Development Programme Procurement Unit</p> <p>procurement.rblac.regionalhub@undp.org</p>

(Written inquiries only):	<ul style="list-style-type: none"> 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. Inquiries will be accepted until Monday, July 05, 2021.
Other Information Instructions to send proposals:	<ul style="list-style-type: none"> Please submit proposals to procurement.rblac.regionalhub@undp.org Documents must be out of virus or damaged folders; PDF Format plus the form in the attached Excel file. Size of the documents: Max. 4MB for each mail.
Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only):	<p>The proposal should include an index of all the documentation that has been sent.</p> <p>There is no restriction on the number of sent mails, being the only restriction the size limit of 4MB.</p> <p>Each proposer is responsible to send the offer on the time and date required.</p> <p>If the proposal is sent to a private address, it could be rejected.</p> <ul style="list-style-type: none"> <u>Signed Annex 2:</u> duly signed by its Legal Representative (Please provide Annex 2 in a separate document from the other requested documents); <u>Center /Entity profile:</u> A presentation of the participating Research Center or University Department, describing the main fields of work of its research team. Should <u>not</u> exceed two (2) pages. May include printed brochures and product catalogues relevant to the goods /services being procured; <u>Legal documents:</u> company constitution document, National ID or Passport of the Legal Representative, power of attorney, etc.; <u>Reference Letters:</u> at least three (3) letters of satisfactory references <u>from former clients</u> (including the details of the contact person of reference); <u>Track record and experience of participating research team:</u> present the participating researchers using the form in the attached Excel file. Include their CVs with the proposal; <u>A statement of the center's capacity</u> to work on the advisory requests and or products as specified in section C. <u>Financial capacity:</u> provide the Audited Financial Statements (Income Statement and Balance Sheet) for the years 2019 and 2020, including

	<ul style="list-style-type: none"> • <u>Key personnel:</u> CVs demonstrating qualifications with written confirmation that the proposed focal point personnel will be available for the entire duration of the contract. Should include names and qualifications of the key personnel that will perform the services indicating who is the team leader, who are the supporting personnel, etc; • <u>Written Self-Declaration:</u> that the Center /Entity is not in the UN Security Council 1267 /1989 List, UN Procurement Division List or another UN Ineligibility List.
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Firm Research profile, experience and requirement to apply:

Required Skills and Experience

- Active years of the institution in the market;
- Experience in providing similar advisory services in the Latin America region in the last ten years;
- Proven track record in the Latin America region in providing similar advisory services to Government and or International Institutions on the topics listed in section D of this ToR;
- Number of years of the center in the research field in any of the topics listed in section D of this ToR.

Key Personnel

For the implementation of this consultancy, the center must guarantee, a minimum multidisciplinary team composed by:

- Director or Coordinator of the Center **(Responsible of the consultancy, CV must be provided).**
- Research Team. **(CV for key personnel in this team must be provided)**

If you decide not to submit an offer, we would appreciate if you would advise us accordingly, preferably indicating the reasons for declining this invitation.

In the meantime, we look forward to your favorable response, and thank you in advance for your interest in working with UNDP.

Sincerely,

UNDP Procurement Unit

UNITED NATIONS DEVELOPMENT PROGRAMME
REGIONAL BUREAU FOR LATIN AMERICA AND THE CARIBBEAN (RBLAC)



TERMS OF REFERENCE

A. GENERAL INFORMATION

Title:	UNDP LAC Research Center Experts' Network.
Type of Contract:	Long Term Agreement (LTA)
Director Supervisor:	RBLAC Chief Economist.
Section:	RBLAC SDGs and Development Policy team.
Duty Station:	Home-Based.
Expected Duration:	1 year with the possibility of extension up to 2 years based on availability of funds and satisfactory performance

B. BACKGROUND

UNDP country offices throughout Latin America and the Caribbean participate in the design and implementation of policies and programs. They directly invest or channel resources meant to harness sustainable development. The UNDP Regional Bureau for LAC has translated this general objective into three more specific objectives: to foster productivity growth; inclusion -leave no one behind-; and resilience, with effective governance as a necessary pre-condition.

UNDP country offices are also able to influence decision-makers' strategic visions on key areas for development, particularly in the smaller countries.

During 2020, COVID-19 also demanded specific support to the region in terms of the socioeconomic and policy response, in the framework of UNDP global strategy.

For both reasons, strengthening the analytical content of the activities our country offices undertake, in areas in which UNDP currently lacks capacity, is a priority for the Regional Bureau for LAC.

In 2019, UNDP RBLAC established an alliance with reputable research centers in the LAC region through different contract modalities, creating the first Research Centers Expert's Network with 11 institutions, in order to enrich its internal debates and help both the bureau and country offices to develop a strategic vision about policy issues relevant for the region, as well as country-specific and some common to more than one.

C. PURPOSE

RBLAC is looking to build on the achievements of this first generation of research centers and is preparing a second generation with a more specific variety of products and deliverables, based on the lessons learned from the first Network, with the possibility of re-engaging with institutions from the first generation and adding new ones depending on the capacity necessity.

D. SCOPE OF WORK

Country Office teams will choose the topics in which they are interested in having the support of an expert over a one-year period with possibility of extension based on the availability of funds and satisfactory performance. Experts from at least 6 research centers will be available.

The expert support will be as following

1. The researcher will meet with the Country Office team (virtually or in person) to understand the context in which the request for support is framed and the specifics of the request;
2. The researcher will prepare a policy document, a policy brief, a policy note, a peer review, or a support to the office. To prepare the product, the researcher will not do new research but draw from his or her expertise on the topic;
3. The researcher and the team will discuss the product (virtually or in person) to make sure it serves the intended purpose;
4. After that, the researcher will be available 20 minutes per week (that may or may not be used by the Country Office) as a sounding board to the office team on the particular topic addressed by the product, in case events arise -reactions from interlocutors, for instance- that require revising or complementing the office position. Interlocution may be over email.

Researchers from the UNDP LAC Research Centers Network will not interact with agents external to the Country Office teams. Their role under the network framework will be exclusively to strengthen the analytical content of UNDP LAC Country teams' work and to help them building a strategic vision on relevant policy issues, that can then be brought to bear in their relationships with governments, with the civil society and with the private sector. On occasion the type of advice required may open a door to advance the experts' research agenda.

Country offices interested on different forms of support from these network experts may also hire them as consultants and will be encouraged to so. Researchers from the UNDP LAC Research Centers Network will state if they would be willing to also be considered for eventual longer-term consultancies, that may or may not lead to advancing their academic research.

While topics/questions for policy briefs will be more specific and the following list is not comprehensive of the

expert advice requests that may arise, UNDP RBLAC is looking for support to shape positions and design interventions related to:

- Social policies and programs
- Capacity building at the national and subnational levels
- Migration and other segments of vulnerable population
- Corruption
- Drug policy and security
- Public debt management
- Monetary policy design frameworks
- Productivity improvement
- Social protection systems
- Tax systems
- Fiscal rules
- Poverty alleviation
- Equity improvement
- Budget reform
- Reconstruction after climate disaster
- Institutional design
- Peace building

E. EXPECTED KEY RESULTS AND PAYMENT

1. UNDP RBLAC will ensure enough expert capacity available to both the regional bureau and country offices through up to six (6) research centers.
2. To operationalize the partnership with each research center, UNDP RBLAC is willing to recognize a price per topic developed and, if needed and allowed due to COVID-19 travel restrictions, will cover the costs of travel of one meeting between the researcher and the Country Office team. Other travel costs, if necessary, will be covered upon request and justification from the Country Office team and the expert involved, and approval from the RBLAC Senior Management.
3. Research Centers with capacity to provide expert advice on issues relevant to the LAC region may choose to work on request up to the limit of a Framework Agreement on advisories and/or specific products/deliverables per year during the term of this contract. The specific product/deliverables are as follows:

- Policy Documents
- Policy Briefs
- Policy Notes
- Peer reviews
- Support UNDP country offices processes with their interaction with the government upon request

F. INSTITUTIONAL ARRANGEMENTS

UNDP RBLAC is asking the country offices to choose up to three topics per country (UNDP LAC has 23 offices covering 36 countries) in which they would be interested in having the support of an expert over a one-year period. Thematic expert advisory requests will then be matched to researchers affiliated to the **UNDP LAC Research Centers Network** according to their field of expertise, as well as to their geographic preference, if any.

For issues pertaining more than one country, there will be direct involvement from the RBLAC Chief Economist and from the RBLAC SDG and Development Policy team in the interlocution, with the aim of using this opportunity to provide region-wide policy guidelines.

G. SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS

1. To operationalize the partnership with each center in the network, UNDP RBLAC is willing to recognize a price per topic developed and will cover the costs of travel of one meeting between the researcher and the Country Office team. Other travel costs, if necessary, will be covered upon request and justification from the Country Office team and the expert involved.
2. Research centers with the capacity to provide expert advice on issues relevant to the LAC region may choose to work on request up to the limit of a Framework Agreement on advisories and/or specific products/deliverables per year during the term of this contract. The specific product/deliverables to be priced individually in the economic proposal are as follows:
 - Policy Documents
 - Policy Briefs
 - Policy Notes
 - Peer reviews
 - Support UNDP country offices processes with their interaction with the government upon request (fixed price).
3. Agreed payments, according to the advisory services/ products requested and provided shall be made following certification by UNDP and approved by the RBLAC Chief Economist.

H. RECRUITMENT QUALIFICATIONS

<p>In order to be considered, candidate research centers must provide:</p> <ol style="list-style-type: none"> 1) A two-page presentation of the center and its research team; 2) A list of the researchers willing to participate, classified by field of expertise and their geographical preferences for work, if any); 3) The CVs of the researchers included in the list; 4) A statement of the center's capacity to work on the advisory requests and or products as specified in section D. <p>Faculty not affiliated to a research center may apply under the umbrella of an Economics, Political Science or Government Department (this last category is subject to additional authorization procedures from Government in order to apply). Participating research centers, schools or departments that are affiliated to the same university may choose a maximum of 16 advisories between them.</p>

EVALUATION MATRIX

The technical and financial aspects of every proposal submitted will be evaluated using the following matrix:

TECHNICAL EVALUATION RESEARCH CENTER	MAXIMUM SCORE
1. Active years of the institution in the market: <ul style="list-style-type: none"> ▪ More than 10 years..... 100 points ▪ Between 5 to 10 years.....50 points ▪ Less than 5 years.....25 points ▪ 1 year or less 0 point 	100
2. Experience in providing similar advisory services in the Latin America region in the last ten years: <ul style="list-style-type: none"> ▪ More than 10 years..... 100 points ▪ Between 5 and 10 years.....50 points ▪ Less than 5 years.....25 points ▪ No previous experience in the region 0 points 	100
3. Proven track record in the Latin America region in providing similar advisory services to Government and or International Institutions on the topics listed in section D of this ToR: <ul style="list-style-type: none"> ▪ Proven strong track record100 points ▪ Mild track record..... 50 points ▪ No proven track record 0 point 	100
3. Number of years of the center in the research field in any of the topics listed in section D of this ToR: <ul style="list-style-type: none"> ▪ 5 years or more 100 points ▪ 3-5 years..... 80 points ▪ 1-3 years..... 60 points ▪ less than 1 year..... 40 points 	100
TECHNICAL EVALUATION RESULT	400

EVALUATION CRITERIA KEY PERSONNEL
DIRECTOR OR COORDINATOR OF THE CENTER

KEY PERSONNEL EVALUATION (Director or Coordinator)	MAXIMUM SCORE
1. Academic Background: Advanced University Degree (PhD or Master) in Political Sciences, Economics or similar fields relevant to the scope of the consultancy.	100
2. General Experience in coordinating/leading similar advisory services in the region and or products listed in section D of this ToR. <ul style="list-style-type: none"> ▪ 5 years or more..... 100 points ▪ 3-5 years 50 points ▪ 1-3 years..... 25 points ▪ No experience.....0 points 	100
3. Specific Experience: Relevant knowledge and experience in similar work across in the LAC region. <ul style="list-style-type: none"> ▪ Strong knowledge and experience100 points ▪ Some knowledge and experience50 points ▪ No knowledge and experience0 points 	100
4. Required Languages: English and Spanish. <ul style="list-style-type: none"> ▪ English and Spanish 100 points ▪ Only English or Spanish..... 50 points 	100
TECHNICAL EVALUATION RESULT	400

EVALUATION CRITERIA KEY PERSONNEL
RESEARCH TEAM MEMBERS

KEY PERSONNEL EVALUATION (RESEARCH TEAM)	MAXIMUM SCORE
1. Academic Background: Advanced University Degree in Economics or similar field relevant to the scope of the consultancy.	100
2. Experience in writing policy documents, policy briefs and or peer reviews in the topics listed in section D of this ToR. <ul style="list-style-type: none"> ▪ 5 years or more..... 100 points ▪ 3-5 years50 points ▪ 1-3 years 25 points ▪ No experience..... 0 points 	100

<p>3. Specific Experience: Relevant knowledge and experience in the LAC region.</p> <ul style="list-style-type: none"> ▪ Strong knowledge and experience..... 100 points ▪ Some knowledge and experience50 points ▪ No knowledge and experience 0 points 	100
<p>4. Required Languages: English and Spanish are required, French and Portuguese are desirable.</p> <ul style="list-style-type: none"> ▪ French or Portuguese, English and Spanish..... 100 points ▪ English and Spanish 80 points ▪ Only English or Spanish..... 50 points 	100
TECHNICAL EVALUATION RESULT	400

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

(This Form must be submitted only using the Center/Entity's Official Letterhead/Stationery¹)

[insert: Location]

[insert: Date]

To: Panama Regional HUB – Procurement Unit

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 Center/Entity

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) Signed Annex 2: duly signed by its Legal Representative (Please provide Annex 2 in a separate document from the other requested documents);
- b) Center /Entity profile: A presentation of the participating Research Center or University Department, describing the main fields of work of its research team. Should not exceed two (2) pages. May include printed brochures and product catalogues relevant to the goods /services being procured;
- c) Legal documents: company constitution, ID or Passport of the Legal Representative, power of attorney, etc.;
- d) Reference Letters: at least of three (3) letters of satisfactory references from former clients (including the details of the contact person of reference);
- e) Track record and experience of participating research team: present the participating researchers using the form in the attached Excel file. Include their CVs with the proposal;
- f) A statement of the center's capacity to work on the advisory requests and or products as specified in section C.
- g) Financial capacity: provide the Audited Financial Statements (Income Statement and Balance Sheet) for the years 2019 and 2020, including the Auditor's Report;
- h) Key personnel: CVs demonstrating qualifications with written confirmation that the proposed focal point personnel will be available for the entire duration of the contract. Should include names and qualifications of the key personnel that will perform the services indicating who is the team leader, who are the supporting personnel, etc;
- i) 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 Submit to Offer; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

The Center/Entity must provide:

- a) A list of the participating researchers, using **form in Excel attached**;*
- b) CVs demonstrating qualifications must be submitted if required by the Submit to Offer; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

D. Cost breakdown of participation

- 1. Cost per advisory /policy brief (in USD)
- 2. Number of advisory /policy briefs the Center /Entity would be willing to undertake during the first year.

[Name and Signature of the Center/Entity's Authorized Person]

[Designation]

[Date]

E. List of Participating Researchers

- 1. Please complete form in the attached Excel file.

F. Offer of compliance with other conditions and requirements:

Other information that will be part of your offer is indicated below:	Your answers		
	<i>Yes it will be fulfilled</i>	<i>It will not be fulfilled (indicate if it will not be fulfilled for the complete lot or specific item)</i>	<i>If the answer is no, please indicate a counterproposal</i>
The technical offer is attached			

Complies with the technical specifications detailed in Annex 1			
Provides data to verify compliance with selection requirements			
The financial offer with the cost breakdown is attached duly signed by its Legal Representative (Please provide Annex 2 in a separate document from the other requested documents)			
Complies with the maximum delivery time			
Offer validity (120 days)			
Acceptance of all provisions of the UNDP General Terms and Conditions			

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

ANNEX 4

Contract for Goods and/or Services Between the United Nations Development Programme and _____

1. Country Where Goods Will be Delivered and/or Services Will be Provided: Panamá	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input checked="" type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement:	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words]	
9a. Advance Payment: [insert currency and amount in figures and words or indicate “not applicable”]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	

12. Contractor's Name: Address: Country of incorporation: Website:
13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:
14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:
15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. [UNDP General Terms and Conditions for Contracts
3. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount
4. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the

Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment,

when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees

that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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