



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: August 25, 2021
	REFERENCE:

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consultancy Services: ICT / Digital Support to the UNDP Business Supplier Development Programme (SDP).

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

Proposals may be submitted on or before **Wednesday, September 08, 2021** and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
United Nations Development Programme  
P.O. Box 54, Gaborone, Botswana  
OR By email to  
[procurement.bw@undp.org](mailto:procurement.bw@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/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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Procurement Unit*  
*[designation]*  
8/23/2021

## Description of Requirements

Context of the Requirement	<p><b><u>ORGANIZATIONAL CONTEXT</u></b></p> <p>In support of its development mandate, UNDP Botswana has partnered with the Government of Botswana (GoB) and private sector to implement the Supplier Development Programme (SDP). The project creates demand-based, market-driven opportunities for SMEs to increase their competitiveness through the innovative Suppliers Development Methodology (SDM) while connecting essential small-scale producers/suppliers to larger markets locally as well as abroad. Additionally, it strengthens the entrepreneurial ecosystem in country to encourage innovation and create employment.</p> <p>As a tool, the SDP has a targeted approach to engage large scale companies purchasing (or willing to purchase) goods and services from SMEs. The SDP focuses on integrating suppliers into a strategic relationship that allows them to improve their productivity, competitiveness and quality of products. The SMEs go through a rigorous six stage improvement process over a period of 10 months with close involvement of the lead/anchor company. The improvements brought about in these SMEs enables them to produce/manufacture more goods in better quality, less time and low costs; enhance their capacity to explore and enter new markets including export markets. This important linkage between large sourcing companies and their small suppliers remains central to the assistance, helping the SME's to expand and generate employment opportunities. The project currently focuses on eight (8) priority sectors of; Mining, Agri Business / Agro Processing, Leather, Projects (Infrastructure), Textiles, Health, Other Manufacturing and Digital Services, to develop the associated value chains. With recent financial support from the UNDP- Russia Trust Fund, the SDP model will expand its support to women and youth-owned businesses, particularly in the digital, health and agri-business spaces.</p>
Implementing Partner of UNDP	Botswana Chamber of Mines and Ministry of Investment Trade and Industry
Brief Description of the Required Services <sup>1</sup>	<p><b><u>Role Summary</u></b></p> <p>Under the guidance and supervision of the Business Supplier Development Programme (SDP) Project Manager, the consultants will provide support to project operations performing a variety of standard ICT/administrative processes as well as identifying digital opportunities and solutions for improved quality and efficiency. The consultants will also work in close collaboration with the head of ICT and the Digital Re-Engineering Advisor as well as the Operations and Programme staff in the CO to ensure consistent service delivery.</p> <p><b><u>Summary of Key Functions</u></b></p> <ul style="list-style-type: none"> <li>▪ Identification and roll-out of digital solutions for SDP and its partners</li> </ul>

<sup>1</sup> 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.

	<ul style="list-style-type: none"> <li>▪ Implementation of ICT management systems and strategies including the database management system (DMS) and consultants' reporting portal (CRP)</li> <li>▪ ICT support to SDP team</li> <li>▪ Maintenance of SDP Website, Social Media Pages, E-Catalogue</li> <li>▪ Digital support to roll-out of #YouthConnekt</li> </ul> <p><b>1. Identification and roll-out of digital solutions for SDP and its partners</b></p> <ul style="list-style-type: none"> <li>- Identify, propose and initiate digital process improvement activities for the project, ensuring that they have a measurable effect on cost efficiency and process effectiveness, with associated benefits to the project and its partners</li> <li>- Support implementation of IT architectural, technology, security and documentation standards and requirements</li> <li>- Engage with partners to understand third-party software life cycles and upgrade paths to input into project and partners' digital domain planning activities</li> <li>- Monitor and report on the progress of development projects, ensuring that projects are carried out in accordance with agreed standards, methods and procedures</li> <li>- Drive a culture of innovation and undertake horizon-scanning to determine business requirements and specify effective business processes, through improvements in information systems, information management, practices, procedures and organization change.</li> </ul> <p><b>2. Implementation of ICT management systems and strategies including the database management system (DMS) and consultants' reporting portal (CRP)</b></p> <ul style="list-style-type: none"> <li>- Ensure compliance with corporate information management and technology standards, guidelines and procedures for the Country Office technology environment</li> <li>- Provide inputs to the SDP project's administrative business processes mapping and implementation of the internal standard operating procedures (SOPs)</li> <li>- Contribute to the development of results-oriented work plans</li> <li>- Support and manage the developed SDP DMS and CRP. Ensure easy loading of reports by consultants and collation of output reports. Ensure effective access by authorized staff</li> <li>- Ensure optimal hosting by the SDP-dedicated server</li> </ul> <p><b>3. ICT Support to the SDP team</b></p> <ul style="list-style-type: none"> <li>- Support SDP staff migrate and maintain all project data in MS Teams, and verify and ensure all project data is stored and aligned to UNDP data management and security policy.</li> <li>- Assist in trouble shooting, backing up and restoring files, and monitoring of network problems</li> </ul>
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	<ul style="list-style-type: none"><li>- Align all SDP domains and ensure timely renewal of all SSL certificates, domain names.</li><li>- Maintain and keep up to date all web application servers ensure all updates are maintained current.</li><li>- Support all virtual and physical meeting requirements, video and audio projection and session management.</li><li>-</li></ul> <p><b>4. Design support and implementation of SDP Website, Social Media Pages, E-Catalogue</b></p> <ul style="list-style-type: none"><li>- Provide design support for lay-out, functionalities and content of SDP Website, SDP Social Media Pages (Facebook, Twitter &amp; Instagram), SDP Electronic Catalogues etc.</li><li>- Provide troubleshooting support for all online, digital platforms from backend and code level. (WordPress, PHP, MYSQL, Apache, Ubuntu, .NET, Python)</li><li>- Manage and maintain content for all online platforms, digital platforms</li><li>- Undertake customized page designs and updates to the WordPress website.</li><li>- Add functions and plugins as needed to meet business needs on WordPress website.</li><li>- Troubleshoot website optimization and bandwidth performance issues</li><li>- manage MailChimp membership and distribution materials</li><li>- Maintain updates on WordPress CMS System, undertaking testing of updates against website functions.</li><li>- Undertake quarterly backup and recovery testing of all online systems.</li></ul> <p><b>5. Digital support to roll-out of #YouthConnekt</b></p> <ul style="list-style-type: none"><li>- In collaboration with the Women and Youth Empowerment Project Manager and implementing partners, lead technically on the roll-out of digital spaces, virtual hangouts and hackathons.</li><li>- Provide ICT support before and during #YouthConnekt in-person activities, including testing of equipment and facilitating work of third-party media companies on-site</li></ul> <p><b>6. Any other relevant function assigned by the SDP Project Manager</b></p>									
List and Description of Expected Outputs to be Delivered	<p><b>1. Deliverables:</b></p> <table><tr><th>#</th><th>Deliverable*</th><th>Timeline (Days)</th></tr><tr><td>1</td><td>Approved Work Plan, for the 12months contract duration, per above stipulated functions</td><td>Within 5 days of start of assignment</td></tr><tr><td>2</td><td>Identification and roll-out of digital solutions for SDP and its partners</td><td>Monthly</td></tr></table>	#	Deliverable*	Timeline (Days)	1	Approved Work Plan, for the 12months contract duration, per above stipulated functions	Within 5 days of start of assignment	2	Identification and roll-out of digital solutions for SDP and its partners	Monthly
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4	ICT Support to the SDP team	Monthly
5	Maintenance implementation of SDP Website, Social Media Pages, E-Catalogue	Monthly
6	Digital support to roll-out of #YouthConnekt	Monthly
7	Any other relevant function assigned by the SDP Project Manager	Monthly

\*To be further developed in collaboration with selected provider

## **2. Competencies:**

The team of consultants must exhibit the following competencies:

### **Information Technology**

- Ability to develop, support and maintain applications
- Ability to identify, preserve, collect, process and review information from electronic data sources
- Knowledge of IST innovations and concepts and ability to apply them to practical situations
- Ability to support internal customers with IT assistance

### **Core**

#### **Knowledge Management**

- Shares knowledge and experience and provides helpful advice to others in the office
- Strong presentation skills, both written and verbal, and the ability to structure and articulate messages effectively dot different audiences at all levels
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#### **Development and Operational Effectiveness**

- Ability to solve problems, ensuring that the underlying problem is understood, and a robust approach/solution is developed
- Ability to perform a variety of standard specialized and non-specialized tasks and work processes that are fully documented, researched, recorded and reported
- Ability to review a variety of data, identify and adjust discrepancies, identify and resolve operational problems
- Ability to perform work of confidential nature and handle a large volume of work.

#### **Innovation**

- Ability to make new and useful ideas work.

## **3. KEY PERSONNEL - REQUIRED QUALIFICATION AND EXPERIENCE**

The Consultancy firm/team for this assignment should demonstrate experience on past assignments of similar nature, indicating names of clients, nature and scope of work, client contact details, personnel involved and contract value. In addition, the firm/team must

possess expertise in all areas associated with this assignment including the ICT and digital skills.

**Team Composition:**

At least one project dedicated resource to attend to the SDP for 3 days a week, to be responsible for overall management of the assignment, quality assurance of the assignment and submission of all deliverables. The team should also comprise of a part time support resources who will be engaged for maximum 5-days per month.

The team composition breakdown is as follows:

Recruitment Qualifications: Dedicated Resource	
Nationality	National
Age	Youth. Aged 35 or below
Education	Minimum: Tertiary Qualification in Information Technology or equivalent together with experience in software design and delivery. Microsoft certified professional (MCP) preferred
Experience	<ul style="list-style-type: none"><li>- A minimum of 2 years of relevant experience, in IT or digital sector, at national or international level is required ICT or related field is required</li><li>- Experience in management of software solutions delivery including packaged and bespoke solutions</li><li>- Experience in system development lifecycles and their relationship to project delivery methods</li></ul>
Deliverables	<ul style="list-style-type: none"><li>- Leads engagement with the SDP team</li><li>- Ensures submission of all deliverables on behalf of the team</li><li>- Overall management of the assignment</li><li>- Quality assurance of all deliverables / assignments submitted to the SDP</li></ul>
Language Requirements	Fluency in English required

**Team Member** – The consultancy team must have at least one technical team member. The team member is expected to provide substantive technical support and inputs into the assignment, its roll-out and implementation with particular focus on creative elements of content creation, graphic design and videography as and when required. They will not be required on a day-to-day basis, minimum 5-days a month.

Recruitment Qualifications: Support Resource	
Nationality	National
Age	Youth. Aged 35 or below
Education	Minimum: Tertiary Qualification in Information Technology or similar equivalent together with experience in software design and delivery, graphic design, content creation, digital marketing, video editing.

	Experience	<ul style="list-style-type: none"> <li>- A minimum of 2 years of relevant experience, in IT, digital sector or related field at national or international level is required</li> <li>- Experience in content creation and management for a formal institution or organization is required</li> <li>- Skilled in the areas of graphic design, video editing, digital marketing or similar</li> </ul>
	Deliverables	<ul style="list-style-type: none"> <li>- Provides support to the dedicated resource / consultant</li> <li>- Provides creative development support to digital needs of the SDP in the form of content creation, graphic design, videography needs of the team</li> </ul>
	Language Requirements	Fluency in English required
Person to Supervise the Work/Performance of the Service Provider	SDP Project Manager	
Frequency of Reporting	Monthly	
Progress Reporting Requirements	<ul style="list-style-type: none"> <li>- UNDP Botswana will issue the contract for the execution of these Terms of Reference to the selected consultant</li> <li>- Team of consultants to issue 12 invoices to UNDP Botswana, per above table</li> <li>- Monthly deliverables, per above, to be approved by the Project Manager, after submission of timesheets, before payment can be issued to the consultant</li> <li>- The SDP project team will provide all relevant documentation as requested and required</li> </ul>	
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location  As and when required, if necessary to work from the UNDP Botswana offices, office space will be provided.	
Expected duration of work	12 months  This is a part time consultancy to span over 12months, however the contract will be issues for an initial 6 months. Upon satisfactory performance , the contract shall be extended for the remaining 6 months. The consultants will be expected to spend 3days per week, on this engagement, totaling up to 12 days per month.	
Target start date	1 <sup>st</sup> October 2021	
Latest completion date	3 <sup>1st</sup> October 2022	



Travels Expected	<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> <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 type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others (Not Applicable)																				
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others (Not Applicable)																				
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																				
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																				
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency																				
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																				
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 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.																				

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>																		
Payment Terms <sup>3</sup>	<ul style="list-style-type: none"> <li>- Consultant to issue 12 invoices to UNDP Botswana, per table below</li> <li>- Monthly deliverables, per table below, to be approved by the Project Manager, after submission of timesheets based upon successful submission of deliverables, before payment can be issued to the consultant</li> </ul> <table border="1"> <thead> <tr> <th>Proposed Outputs</th><th>Timeline (Days)</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Approved Work Plan, for the 12months contract duration, per above stipulated functions</td><td>Within 5 days of start of assignment</td><td rowspan="7">           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> <tr> <td>Identification and roll-out of digital solutions for SDP and its partners</td><td>Monthly</td></tr> <tr> <td>Implementation of ICT management systems and strategies including the database management system (DMS) and consultants' reporting portal (CRP)</td><td>Monthly</td></tr> <tr> <td>ICT Support to the SDP team</td><td>Monthly</td></tr> <tr> <td>Design support and implementation of SDP Website, Social Media Pages, E-Catalogue</td><td>Monthly</td></tr> <tr> <td>Digital support to roll-out of #YouthConnekt</td><td>Monthly</td></tr> <tr> <td>Any other relevant function assigned by the SDP Project Manager</td><td>Monthly</td></tr> </tbody> </table>	Proposed Outputs	Timeline (Days)	Condition for Payment Release	Approved Work Plan, for the 12months contract duration, per above stipulated functions	Within 5 days of start of assignment	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.	Identification and roll-out of digital solutions for SDP and its partners	Monthly	Implementation of ICT management systems and strategies including the database management system (DMS) and consultants' reporting portal (CRP)	Monthly	ICT Support to the SDP team	Monthly	Design support and implementation of SDP Website, Social Media Pages, E-Catalogue	Monthly	Digital support to roll-out of #YouthConnekt	Monthly	Any other relevant function assigned by the SDP Project Manager	Monthly
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	SDP Project Manager																		
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services																		

<sup>3</sup> 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.

	<input type="checkbox"/> Long-Term Agreement <sup>4</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>												
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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.												
Criteria for the assessment of the proposal	<p><b>EVALUATION PROCESS</b></p> <p>The procedure for evaluation of the bids shall consist of three stages.</p> <p><b>STAGE -1 – Preliminary Evaluation</b>  Preliminary evaluation of the proposals will be a compliance check based on the aspects below;</p> <ol style="list-style-type: none"> <li>1. Requisite Qualifications</li> <li>2. Completeness of Bid</li> </ol> <p>Stage 1 of the evaluation is based on a yes/no response. If the response is “no” for any two (2) of the criteria, the bidder will be disqualified from further evaluation.</p> <p><b>STAGE-2 -Technical Evaluation</b>  Technical evaluation shall be made to determine capability to deliver the required deliverables of the consultancy. It will be based on a scale of 0-100 points wherein the qualifying mark is 70%.</p> <p>Therefore, if a bidder fails to score 70% and above under Stage 2, he/she shall be disqualified from further evaluation. The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1"> <tr> <th colspan="2">Preliminary Mandatory Exclusionary Criteria</th></tr> <tr> <th>Criteria</th><th>Yes/No</th></tr> <tr> <td>A Team of Consultants with the requisite qualifications to provide the required services. The team should have a Tertiary Qualification in Information Technology or equivalent or any other related business field.</td><td></td></tr> <tr> <td>Completeness of Bid</td><td></td></tr> <tr> <th colspan="2">Technical Evaluation</th></tr> <tr> <th>Criteria</th><th>Max Points</th></tr> </table>	Preliminary Mandatory Exclusionary Criteria		Criteria	Yes/No	A Team of Consultants with the requisite qualifications to provide the required services. The team should have a Tertiary Qualification in Information Technology or equivalent or any other related business field.		Completeness of Bid		Technical Evaluation		Criteria	Max Points
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<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<b>1. Technical Competence</b> <ul style="list-style-type: none"> <li>- Demonstration of technical ability to undertake the assignment.</li> <li>- Demonstration of good understanding of ICT management systems</li> <li>- Demonstration of ability and capability to provide troubleshooting support for all online, digital platforms from backend and code level</li> </ul>	35
	<b>2. Relevant Professional / Work Experience</b> <ul style="list-style-type: none"> <li>- Demonstrable past performance in providing similar services within the IT or digital sector, at national or international level is</li> <li>- Experience in management of software solutions delivery including packaged and bespoke solutions</li> <li>- Experience in system development lifecycles and their relationship to project delivery methods.</li> </ul>	30
	<b>3. Methodology/Approach</b> <ul style="list-style-type: none"> <li>- Adequate demonstration of understanding of the assignment.</li> <li>- Clear narration of adequate methods and/or approaches for fulfilling the objectives of the assignment.</li> <li>- A workplan demonstrating steps that would be taken to fulfil the assignment.</li> </ul>	25
	<b>4. Presentation and Packaging</b> <ul style="list-style-type: none"> <li>- Good writing, communication and presentation skills</li> </ul>	10
	<b>Total</b>	<b>100</b>
<b>STAGE 3 – Financial/Cost Evaluation</b> Consultant must obtain a minimum of 70% of the obtainable points of 100 points in the technical evaluation to be considered for the financial evaluation. Cost Evaluation shall be conducted by reviewing financial proposal to correct any arithmetic errors and assessing reasonability of the cost.  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input 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>	

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others <sup>7</sup> <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p><i>Enquiries.bw@undp.org</i>  +267 3956093</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	

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

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)***

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. if available*
- e) 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. The provider must demonstrate their understanding of the TORs and share a*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

*proposed deliverable schedule.*

**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.*

**D. Cost Breakdown per Deliverable\***

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

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				

5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

## Annex 3

### ***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 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.