

United Nations Development Programme



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REQUEST FOR PROPOSAL

Administrative and Analytical Support Services for the Bureau of Management Services

RFP No.: **UNDP/BMS/RFP/2021/011**

Project: **Management Services**

Country: **United States of America**

Issued on: **22 October 2021**

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SECTION 1. LETTER OF INVITATION

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
- Section 7: Flexible Services Agreement including its General Conditions

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to cpu.bids@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the “**Accept Invitation**” function in **eTendering** system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: **Ferouze Abdi Mohamed**
Title: **Procurement Analyst, CPU/PSU**
Date: **October 22, 2021**

Approved by:



Name: **Ali Tahsin Jumah**
Title: **Chief, Central Procurement Unit**
Date: **October 22, 2021**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS	
<i>1. Introduction</i>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
<p><i>2. Fraud & Corruption, Gifts and Hospitality</i></p> <p>3.</p>	<p>3.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>3.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>3.3 In pursuance of this policy, UNDP</p> <p>(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>3.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p>
<i>4. Eligibility</i>	<p>4.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>4.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p>5. <i>Conflict of Interests</i></p>	<p>5.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>5.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>5.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>5.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<p>B. PREPARATION OF PROPOSALS</p>	
<p>6. <i>General Considerations</i></p>	<p>6.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>6.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p>7. <i>Cost of Preparation of Proposal</i></p>	<p>7.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p>8. <i>Language</i></p>	<p>8.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>

<p><i>9. Documents Comprising the Proposal</i></p>	<p>9.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
<p><i>10. Documents Establishing the Eligibility and Qualifications of the Bidder</i></p>	<p>10.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<p><i>11. Technical Proposal Format and Content</i></p>	<p>11.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>11.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>11.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>11.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
<p><i>12. Financial Proposals</i></p> <p><i>13.</i></p>	<p>13.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>13.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>13.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<p><i>14. Proposal Security</i></p>	<p>14.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>14.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>14.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>14.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>14.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p>

	<p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>14.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
15. <i>Currencies</i>	<p>15.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
16. <i>Joint Venture, Consortium or Association</i>	<p>16.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>16.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>16.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>16.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>16.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>16.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts</p>

	<p>themselves in their presentation of their individual credentials.</p> <p>16.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p><i>17. Only One Proposal</i></p>	<p>17.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>17.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> f) they have at least one controlling partner, director or shareholder in common; or g) any one of them receive or have received any direct or indirect subsidy from the other/s; or h) they have the same legal representative for purposes of this RFP; or i) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; j) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or k) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
<p><i>18. Proposal Validity Period</i></p>	<p>18.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>18.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<p><i>19. Extension of Proposal Validity Period</i></p>	<p>19.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>19.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>19.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p><i>20. Clarification of Proposal</i></p> <p>21.</p>	<p>21.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>21.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>21.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems</p>

	that such an extension is justified and necessary.
22. <i>Amendment of Proposals</i> 23.	<p>23.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>23.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
24. <i>Alternative Proposals</i>	<p>24.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>24.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
25. <i>Pre-Bid Conference</i>	<p>25.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
26. <i>Submission</i>	<p>26.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>26.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>26.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>26.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL

	<p>PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:</p> <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
<p>Email Submission</p>	<p>26.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
<p>eTendering submission</p>	<p>26.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders

<p>27. <i>Deadline for Submission of Proposals and Late Proposals</i></p>	<p>27.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>27.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>28. <i>Withdrawal, Substitution, and Modification of Proposals</i></p>	<p>28.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>28.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>28.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>28.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<p>29. <i>Proposal Opening</i></p>	<p>29.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
<p>D. EVALUATION OF PROPOSALS</p>	
<p>30. <i>Confidentiality</i></p>	<p>30.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>30.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<p>31. <i>Evaluation of Proposals</i></p>	<p>31.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>31.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
<p>32. <i>Preliminary</i></p>	<p>32.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have</p>

<i>Examination</i>	been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
33. <i>Evaluation of Eligibility and Qualification</i>	<p>33.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>33.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> e) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; f) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, g) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; h) They are able to comply fully with UNDP General Terms and Conditions of Contract; i) They do not have a consistent history of court/arbitral award decisions against the Bidder; and j) They have a record of timely and satisfactory performance with their clients.
34. <i>Evaluation of Technical and Financial Proposals</i>	<p>34.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>34.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>34.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>34.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> </div>

	<p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
35. <i>Due Diligence</i>	<p>35.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
36. <i>Clarification of Proposals</i>	<p>36.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>36.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>36.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
37. <i>Responsiveness of Proposal</i>	<p>37.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>37.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
38. <i>Nonconformities, Reparable Errors and</i>	<p>38.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not</p>

<i>Omissions</i>	<p>constitute a material deviation.</p> <p>38.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>38.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>38.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
39. <i>Right to Accept, Reject, Any or All Proposals</i>	39.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
40. <i>Award Criteria</i>	40.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
41. <i>Debriefing</i>	41.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
42. <i>Right to Vary Requirements at the Time of Award</i>	42.1 At the time of award of Contract, UNDP reserves the right to vary 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.
43. <i>Contract Signature</i>	43.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
44. <i>Contract Type</i>	44.1 The types of Contract to be signed and the applicable UNDP Contract General

<i>and General Terms and Conditions</i>	Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
<i>45. Performance Security</i>	45.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<i>46. Bank Guarantee for Advanced Payment</i>	46.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
<i>47. Liquidated Damages</i>	47.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
<i>48. Payment Provisions</i>	48.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
<i>49. Vendor Protest</i>	49.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
<i>50. Other Provisions</i>	<p>50.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>50.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>50.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

SECTION 3. BID DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Allowed, bidders may choose 1 or more lots.
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted Date: Tuesday, 9 November 2021 Time: 9:00hrs, NY time</p> <p>The UNDP focal point for the arrangement is: Ferouze Abdi Mohamed Email: cpu.bids@undp.org</p> <p>Bidders must confirm their interest to participate in this pre-bid conference and provide their contact information (name, title, company, email address) by email to cpu.bids@undp.org no later than Friday, 5 November 2021. Please indicate subject line 'Registration for pre-bid conference – UNDP/BMS/RFP/2021/011'. The virtual meeting link will only be shared with participants who have confirmed their interest by the stated date.</p>
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar

11	31	Deadline for submitting requests for clarifications/questions	<p>10 days before the submission deadline</p> <p>Clarifications will be provided on rolling basis and last request for questions/clarifications should be submitted to UNDP no later than 10 days before the submission date.</p>
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Ferouze Abdi Mohamed</p> <p>Address: Central Procurement Unit (CPU), New York, NY 10017</p> <p>E-mail address: cpu.bids@undp.org</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>Posted directly to eTendering</p> <p>(https://etendering.partneragencies.org) and UNDP Procurement Notices Website (https://procurement-notice.undp.org/)</p>
14	23	Deadline for Submission	<p>As indicated in eTendering system</p> <p>Note that system time zone is in EST/EDT (New York) time zone.</p>
14	22	Allowable Manner of Submitting Proposals	<p><input type="checkbox"/> e-Tendering</p>
15	22	Proposal Submission Address	<p>Proposals should be submitted through the UNDP eTendering system: https://etendering.partneragencies.org</p> <p>Event ID number: UNDP1-CPUP21-011</p>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Technical proposal and financial proposals <u>must</u> be submitted in separate files. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP <p>Max. File Size per transmission: 5MB</p>
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p> <p>For evaluation of financial offers, UNDP assumes approximately five engagements for each profile per year with 100 working days each per year. This assumption is for evaluation purpose only.</p>
18		Expected date for commencement of Contract	<p>January 1, 2022</p>
19		Maximum expected duration of contract	<p>3 years</p>

20	35	UNDP will award the contract to:	<p>One or more Proposers, depending on the following factors :</p> <p>Proposers can submit offers for one or more Lot (s) and the LTAs will be awarded on a Lot by Lot basis. A maximum of three LTAs will be awarded for each Lot to successful Proposers for a period of three years. The unit price shall remain fixed for the entire duration of the agreement and, if there is a reduction in the market price during this period, UNDP shall benefit from such reductions. Guidelines on secondary bidding procedures among LTA vendors are provided in Section 3 under Terms of Reference.</p>
21	39	Type of Contract	<p>Flexible Services Agreement (FSA)</p> <p>Template of FSA including General Conditions is attached in Section 8</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>General Conditions for UNDP FSA Contract</p> <p>Attached in Section 8</p>
23		Other Information Related to the RFP	<p>The Bureau for Management Services (BMS) has recently launched the Flexible Services Agreement (FSA). The FSA will allow UNDP to engage the services of personnel for assignments on short notice, allowing the Organization to respond to personnel needs efficiently and effectively. The Awardee will provide services through personnel on an as-needed basis, making pools of pre-identified and screened individuals available through a standing arrangement for a period of 3 years, during which UNDP will commit to a minimum quantity to be engaged (Minimum Guarantee) of \$25,000 (TWENTY-FIVE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA). The FSA may be extended further based on UNDP needs, availability of budget and satisfactory performance.</p> <p>For regular updates on this RFP, please refer to the UNDP Procurement Notices website (https://procurement-notices.undp.org/view_notice.cfm?notice_id=84875) and UNDP eTendering System (https://etendering.partneragencies.org. Event ID number: UNDP1-CPUP21-011</p>

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience in providing administrative and analytical support services through dedicated personnel.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Financial Standing	<p>Minimum average annual turnover of USD500,000.00 for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p>Financial Statements for the last 3 years to be provided.</p> <p>Dunn & Bradstreet report or Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for last three years duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Bidder's qualification, capacity and experience	40%	400
2.	Proposed Methodology, approach and implementation plan	50%	500
3.	Management Structure and key personnel	10%	100
	Total		1000

Form 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff (Credibility, Reliability, Industry Standing)	50
1.2	General Organizational Capability which is likely to affect implementation (financial stability, Loose consortium, holding company or one firm, Age/size of the firm and annual turnover, Strength of project management support, Project financing capacity, Project management controls and dedicated Account Manager)	50
1.3	To what degree is the relevance of the company's specialized knowledge? Experience on similar project, work for UN System Organizations, major multilateral or bilateral programmes.	100
1.4	Is the company's organizational experience on similar services appropriate for the task? <ul style="list-style-type: none"> Proven track record with at least 3 references. Are the references clear and detailed? Do the referenced examples provide a clear understanding of the profiles? Are the referenced examples appropriate for the scope of the task? 	100
1.5	Risk Management-Quality Assurance procedures, client satisfaction and risk mitigation measures	100
Total Form 1		400

Form 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding the requirement. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project, as outlined in the Terms of Reference? Have the important aspects of the task been addressed in sufficient detail?	50
2.2	How closely does the Offeror's proposed solution and approach match the business requirements as outlined in the Terms of Reference? How well has the Offeror identified pertinent issues and potential problems related to the project? Have the important aspects of the task been addressed in sufficient detail?	100
2.3	How well does the methodology depict a logical approach to fulfilling the requirements of the RFP, and how well does it contribute to achieving the objectives as outlined in the Terms of Reference? Does the methodology demonstrate the firm's capacity to successfully service international development Organization or Aid agency including efficient sourcing of candidates, appropriate selection and background checks, response times, etc.	150

2.4	How effectively does the Offeror describe the project implementation plan? Does the project plan appear logical and realistic, and promise efficient implementation of the project requirements and logically lead to the deliverables required, within a reasonable timeline as per the Terms of Reference?	150
2.5	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but if properly done offers a chance to access specialized skills). Number of engaged subcontractors on client projects with requisite skills and management arrangements with the subcontractors.	50
Total Form 2		500

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Dedicated Account Manager: does the profile submitted for this role demonstrate relevant qualification and experience reflecting a thorough understanding of the required functions of the position?		50
3.2	Relevance of qualification and experience of all other roles based on sample CVs provided:	Sub-score	50
	• Directorate Admin Support	10	
	• Finance and Admin Support for Units	10	
	• Monitoring, Evaluation, and Learning	10	
	• Research and Data Analytics	10	
	• Program Development and Implementation	10	
Total Form 3			100

Note: Offerors are required to submit the CV of the dedicated account manager as well as sample of two equally qualified CVs for each role with their proposal. Each proposed individual must possess the minimum of requirement highlighted in the Generic TOR in Appendix 1. UNDP will evaluate the CVs against the requirements and constitute an average figure for each criterion as listed above in the Technical Proposal Evaluation.

The two CVs to be submitted for each role under 3.2 above will be for evaluation purposes. While this should not limit the roster of personnel, UNDP expects individuals of the same or higher caliber to be assigned during the term of the contract. For the account manager, UNDP expects the same individual to be assigned for this engagement during implementation.

SECTION 5. TERMS OF REFERENCE

Administrative and Analytical Support Services to UNDP's Bureau for Management Services

Background

The Bureau for Management Services (BMS) has recently launched the Flexible Services Agreement (FSA). The FSA will allow UNDP to engage the services of personnel for assignments on short notice, allowing the Organization to respond to personnel needs efficiently and effectively. The Awardee will provide services through personnel on an as-needed basis, making pools of pre-identified and screened individuals available through a standing arrangement for a period of 3 years, during which UNDP will commit to a minimum quantity to be engaged (Minimum Guarantee) of \$25,000 (TWENTY FIVE THOUSAND DOLLARS OF THE UNITED STATES OF AMERICA). The FSA may be extended based on satisfactory performance.

UNDP will obtain from selected Proposer(s) short-term administrative and analytical support to maintain, enhance and provide additional support for UNDP's operational and programmatic offer, based in Headquarters (New York), through the provision of complementary resources with the requisite skills.

Qualification of the Successful Services Providers

The Successful Service Provider should have a minimum of 3 years of relevant experience in providing administrative and analytical support services through dedicated personnel.

The Selected Services Provider must have the ability to provide skilled resources to fulfill new, emergent, planned and ad hoc requests by BMS Units over the contract period. In the event that UNDP awards FSAs to more than 1 Service Provider per lot, UNDP will issue Requests for Task Order Proposals (RFTOPs) and award them through a secondary round of competition. RFTOPs will be open to all FSA holders under a specific lot, and Terms of Reference will detail the scope of work, equipment provided by UNDP, if any, type of support, management arrangements, duty station, and dates. If a single Service Provider is selected, a simple evaluation of the proposed resource against the Terms of Reference will suffice. In either case, the evaluation process may include interviews of candidates, depending on the requirements. For certain assignments, requirement presence in UNDP premises, a security checks may be required. Payments will be done via the settlement of monthly invoices, covering all resources provided during the reporting period.

During the contract period, UNDP reserves the right to adjust, without material deviation from the original scope, technical and skills requirement for each profile due to changing nature of UNDP operations and projects. Agreed rates will apply for all Task Orders under the FSA unless the contractor will be able to grant UNDP further discount for that specific order.

All candidates must have work authorization for USA, green cards or US Citizens. UNDP will not be responsible for security work authorization for any candidate.

Key personnel:

Every FSA holder will provide a dedicated account manager for the duration of the contract who will service focal point for the engagement and handle billing and sourcing questions. The account manager should have a minimum of bachelor's degree in management, human resources or similar area and a minimum of 3 year experience in servicing major clients. It is expected that the account manager will be available during core hours in New York to respond to all queries from UNDP.

Resources will have to be provided in the following areas:

Lot 1: Administrative Support Services

1. Directorate Administrative Support
2. Finance and Administrative Support for Units

Lot 2: Analytical Support Services

3. Monitoring, Evaluation, and Learning
4. Research and Data Analytics
5. Program Development and Implementation

Generic TORs for each of the above areas are provided in Appendix 1.

Appendix 1

Description of Positions and Qualifications for Each Lot

Lot 1 – Administrative Support Services

1. Directorate Administrative Support (Directorate Assistant)

Key responsibilities and tasks:

Under the guidance and direct supervision of the BMS Directorate, the Directorate Assistant provides effective and efficient support to office through management of information and documentation flow, organization of/preparation of meetings and follow-up on actions required and deadlines/commitments made, maintenance of protocol procedures, supporting communications between BMS Units on relevant issues, among others.

The Directorate Assistant works in close collaboration with staff from other bureaus, HQs and regional offices to ensure efficient flow of information, actions on instructions, agendas, etc. The Directorate Assistant ensures full confidentiality in all aspects of the assignment. Key tasks and responsibilities include:

- Effective and efficient support to the BMS Directorate.
- Effective communications and administrative support to the team in BMS Directorate.
- Ensures effective and efficient support to BMS Directorate focusing on the achievement of the following results:
 - Efficient and discrete management of Calendars and administration of meetings, appointments, briefings and official travels for Directorate staff.
 - Organization of regular and ad-hoc meetings; preparation of meeting minutes/summaries of actions to be taken;
 - Coordination of/preparation of relevant documentation/background notes for meetings organized by BMS;
 - Tracking of progress on agreed issues; follow-up with focal points on deadlines, commitments made, actions taken and coordination of collection and submission of the reports to the BMS Directorate;
 - Screening of incoming communications, filter outgoing correspondence for signature, clearance and further action by other staff, wherever needed. Adherence to appropriate protocol and correspondence guidelines when communicating with partners.
 - Administration of travel for BMS staff, as required, including itinerary, hotel reservations, preparation of travel authorizations, processing requests for visas, and other documents, etc.
 - Ensures provision of effective communications and administrative support to the Directorate, as part of the Directorate Assistants Team, focusing on achievement of the following results:
 - Maintenance of the filing/archiving system ensuring safekeeping of confidential materials. Contribution to development and use of automated filing system.
 - Coordination of the information flow and dissemination of corporate and interoffice communication to staff as required.
- Maintenance of the BMS Calendar with major events, deadlines, in cooperation with other members of the Directorate team.
- Facilitation of information sharing with BMS Units and relevant offices/units outside BMS.
- Draft routine correspondence and interoffice memos, general briefing notes, documents, reports, translations when required.
- Publishing of relevant documents on the BMS intranet, as required.
- Support to Administrative Assistant in the Directorate, if/as required.

Minimum Qualifications (Directorate Assistant):

Areas of qualifications	Minimum requirements
Education/training	<ul style="list-style-type: none"> • Secondary education required with specialized secretarial training. • University degree is desirable but not required.
Work Experience	<ul style="list-style-type: none"> • 6 years of progressively responsible secretarial, administrative, experience is required at the national or international level. • At least 3 years of executive assistance experience. • Experience with the UN is considered an asset.
Skills and languages	<ul style="list-style-type: none"> • Experience in the usage of office equipment and office software packages (MS Word, Excel, etc.) and in handling of web-based management systems, digital signature, and videoconferencing. • Proficiency in written and spoken English.

2. Finance and Administrative Support for Units (Assistant)**Key responsibilities and tasks:**

Under the guidance of the Head of Unit, the Assistant will provide services for budget allotment, expenditure monitoring, accounts payable/receivable functions and for performing ERP-related transactional tasks (if required/applicable), as well as clerical and administrative functions in support of the Unit's daily operations. The tasks and responsibilities include:

Finance support to Units:

- Prepare budget revisions from Integrated Work Planning to ERP grants and awards once annual allotments have been received;
- Prepare General Ledger Journal Entries as required and follow-up on their approval;
- Review and update project records on a quarterly basis; and
- Assist in analyzing and reconciling yearly accounts including, miscellaneous income, charge-back and cost recovery.

Accounts payable/receivable:

- Ensure that all follow-up on payments and monitoring are timely made to vendors during the year. Review invoices for duplications, process requisitions and POs;
- Review incoming and outgoing vendor correspondence for quality of communications;
- Analyze open POs balances to facilitate the year-end closing exercise;
- Regularly run audit listing and analyze assets captured in ERP system through capitalization of the purchase orders.

Other administrative tasks:

- Providing support with HR related services as required.
- Assist in travel management, create TR /Checklist/Expense report and F10 for staff and arrange all aspects of travel authorizations, documentation, and payments;
- Maintain proper control of supporting documents;
- Support to procurement processes in the Unit, as required.
- Support report writing and materials updates, as required.

Minimum Qualifications (Finance and Administrative Support):

Areas of qualifications	Minimum requirements
Degrees and Certifications	<ul style="list-style-type: none"> • Bachelor's degree in Accounting, Finance, Business Administration, or related field. • Professional accounting qualifications from an internationally recognized Institute of Accountancy (ACA/CA/CPA, etc.) is a plus

Work Experience	<ul style="list-style-type: none">• A minimum of 5 to 7 years of experience in administration, budget management, accounts payable, accounts receivable, or general financial transaction processing environment.• Experience with UN is considered an asset.• Experience in usage of ERP system such as Oracle or SAP is an asset
Skills and languages	<ul style="list-style-type: none">• Ability to perform a broad range of general financial resources management transactions and related analysis• Contributes effectively to team-based activities• Analyzes problems logically leading to fact-based practical recommendations• Shares knowledge and experience• Proficiency in written and spoken English• Use of software packages (MS Word, Excel, etc.) and in handling of web-based management systems, digital signature, and videoconferencing.• Experience with PowerBi, Stream, and CRM software is considered an asset.• Proficiency in written and spoken English is required.

Lot 2 - Analytical Support Services

3. Monitoring, Evaluation, and Learning (MEL Support)

Key responsibilities and tasks:

Under the general guidance of the Head of Unit or Program Manager, the incumbent will support the Unit or Project's Learning Plan, support any internal or external monitoring and evaluation activities as per the Annual Work Plan for Monitoring and Evaluation, maintain records/documents/files relating to the Unit or Project in a user-friendly manner.

The key tasks and responsibilities include but not limited to:

- Review of documentation to identify appropriate M&E indicators, select relevant data and appropriate methods and sources for data collection; propose possible platforms;
- Support the development of the Unit or Project's Monitoring and Evaluation System.
- Coordinate staff to collect information against the Annual Work Plan, the Learning Plan, and Monitoring and Evaluation Activities.
- Liaise with the Independent Evaluation Office and the Joint Inspection Unit, as required, to compile information and facilitate the production of quarterly and annual reports.
- Support and coordinate with other units on scheduled monitoring visits and ensure monitoring mission reports are in place, where required.
- Monitor the Learning Plan, and support training initiatives undertaken by the Unit or Project.
- Maintain libraries and databases that will ensure information sharing across the Unit/Project and Bureau, consistent with UNDP Corporate Requirements and Tools.
- Assess training needs, develop standardized training packages, and facilitate trainings and presentations, as needed.
- Organize, and provide administrative support for, learning activities, including informal presentations, brown bag lunches, and peer to peer learning.

Minimum Qualifications (MEL Support):

Areas of qualifications	Minimum requirements
Degrees and Certifications	<ul style="list-style-type: none"> • Master's degree or equivalent in International Relations, Political Science, Economics, Psychology, Human Resources, or related Social Sciences. • A university degree and 7 years' experience may be considered in lieu of an advanced degree.
Work Experience	<ul style="list-style-type: none"> • Minimum 5 years' experience of working on development projects. • Knowledge of and experienced in project cycle management and well versed in logical frameworks; • Previous experience with M&E for International Agencies including the UN System is desirable.
Skills and languages	<ul style="list-style-type: none"> • Contributes effectively to team-based activities • Analyzes problems logically leading to fact-based practical recommendations • Shares knowledge and experience • Proficiency in written and spoken English is required. Ability to explain technical terms in lay language is considered an asset. • Use of software packages (MS Word, Excel, etc.) and in handling of web-based management systems, digital signature, and videoconferencing. • Experience with PowerBi, Stream, MS Teams, and CRM software is considered an asset. • Proficiency in written and spoken English is required.

4. Research and Data Analytics

Key responsibilities and tasks:

Under the general guidance of the Head of Unit or Program Manager, the incumbent will identify, visualize and communicate trends, data, and issues related to the Annual Work Plan or the Project documentation. The incumbent will leverage existing data within UNDP and seek new data sources to better inform decisions and policies. Where required, the incumbent may need subject matter expertise regarding UNDP's programmatic offer – economy, environment, society, and livelihoods of the poorest.

The key tasks and responsibilities include but not limited to:

- Transform data sets into insights for the Unit or Project.
- Provide analytical support on critical issues, as identified by the Head of Unit or Program Manager.
- Analyze real time and other data to inform decisions, policies, and implementation frameworks.
- Share findings from the exploration of future trends, new methodologies/approaches within UNDP;
- Support the Unit/Project in visualizing data in effective and engaging ways, including needed statistics, data, graphics, and presentational materials.
- Maintain data related to Unit or Project activities, including design and maintenance of data bases, where required.
- Design and deliver engaging and meaningful methods for reflection from the day-to-day activities of the Unit or Project.
- Organize and implement knowledge sharing and events.
- Produce for dissemination (in coordination with Communications colleagues) public information about the Unit or Project's activities to promote a better understanding of the Unit or Project.

Minimum Qualifications (Research and Data Analytics)

Areas of qualifications	Minimum requirements
Degrees and Certifications	<ul style="list-style-type: none"> • Master's degree in Social sciences, Data science, Statistics, Physics, Computer Science, Business Intelligence, or related field; • Bachelor's degree in Social sciences, Data science, Statistics, Physics, Computer Science, Business Intelligence, or related field and a minimum of 4 years of professional experience in development programming or policy; social innovation; partnership building; engagement (public and private sector) and/or resource mobilization.
Work Experience	<ul style="list-style-type: none"> • A minimum of 2 years of professional experience in development programming or policy; social innovation; partnership building; engagement (public and private sector) and/or resource mobilization, • Experience with UN is considered an asset.
Skills and languages	<ul style="list-style-type: none"> • Demonstrated capacity in data analysis and visualization. • Proven professional knowledge in at least one of the following: Design Research, Systems Mapping, horizon scanning. • Proficiency in written and spoken English is required.

5. Program Development and Implementation

Key responsibilities and tasks:

Under the general guidance of the Head of Unit or Project Manager, the incumbent will support the planning, management and administration of the Project or the Unit's Annual Work Plan. Where required, the incumbent may need subject matter expertise regarding UNDP's programmatic offer – economy, environment, society, and livelihoods of the poorest.

The key tasks and responsibilities include but not limited to:

- Organize and maintain files related to project activities or substantive inputs of the Unit;
- Draft notices and reports,
- Organize meetings, making meeting arrangements, organizing meetings and related material, drafting minutes of meetings and other reports.
- Provide technical services to carry out agenda setting, development of discussion or policy papers, technical research, preparation of executive summaries, and review of final reports.
- Keep abreast of day-to-day activities of the Unit or Project, maintain online presence, as required, and provide support to the preparation of annual or quarterly reports.
- Use UNDP information systems to enter data and generate documentation, as required.
- Review and revise documentation and provide recommendations on issues, required approvals and modifications.

Minimum Qualifications (Program Development and. Implementation):

Areas of qualifications	Minimum requirements
Work Experience	<ul style="list-style-type: none"> • University Degree in Finance, Accounting, International Relations, Social Sciences, or a related field is required.
Skills and languages	<ul style="list-style-type: none"> • 2 years of progressively responsible operational or program experience is required. • Use of software packages (MS Word, Excel, etc.) and in handling of web-based management systems, digital signature, and videoconferencing. • Experience with PowerBi, Stream, and CRM software is considered an asset. • Excellent communication skills. • Proficiency in written and spoken English; working knowledge of another UN language would be an asset

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we *embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list at least 3 previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country. Experience on similar project, work for UN System Organizations, major multilateral or bilateral programmes.
- 1.4 Explain the company's organizational experience on similar services. Provide at least 3 previous projects in the past 3 years with details on examples of each project undertaken similar to the requirement under this RFP.
- 1.5 Explain the Risk Management-Quality Assurance procedures, client satisfaction and risk mitigation measures

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
- 2.2 The proposed solution and approach shall match the business requirements as outlined in the Terms of Reference. The Offeror shall identify pertinent issues and potential problems related to the project and address important aspects of the task in sufficient detail including how the different service elements shall be organized, controlled and delivered.
- 2.3 The methodology shall demonstrate the firm's capacity to successfully service international development Organization or Aid agency including efficient sourcing of candidates, appropriate selection and background checks, response times, etc. The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms. Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

- 2.5 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.6 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel, i.e. the dedicated account manager, as well as the sample CVs of each role provided in the TOR that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Note: Offerors are required to submit the CV of the dedicated account manager as well as sample of two equally qualified CVs for each role with their proposal. Each proposed individual must possess the minimum of requirement highlighted in the Generic TOR in Appendix 1. UNDP will evaluate the CVs against the requirements and constitute an average figure for each criterion as listed above in the Technical Proposal Evaluation.

The two CVs to be submitted for each role under 3.2 above will be for evaluation purposes. While this should not limit the roster of personnel, UNDP expects individuals of the same or higher caliber to be assigned during the term of the contract. For the account manager, UNDP expects the same individual to be assigned for this engagement during implementation.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM G: FINANCIAL PROPOSAL FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder’s disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder’s Technical Proposal.

Currency of the proposal: [Insert Currency]

Resource Rate Card(s) per Lot

Table A: Lot 1 – Administrative Support Services

Title of Position	Daily Rates (USD)
	Year 1
Directorate Administrative Support – New York	
Finance and Administrative Support – New York	

Lot 1 - Volume discount

	USD200,000	USD300,000
% discount		

Table B: Lot 2 – Analytical Support Services

Title of Position	Daily Rates (USD)
	Year 1
Monitoring, Evaluation, and Learning – New York	
Research and Data Analytics – New York	
Program Development and Implementation – New York	

Lot 2 - Volume discount

	USD200,000	USD300,000
% discount		

Table C: PRICE CONSIDERATIONS

The Bidders should specify whether the prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

<p><u>For the contract period beyond the first year [please check one]</u></p> <p><input type="checkbox"/> the prices will remain fixed for the entire duration of the contract</p> <p><input type="checkbox"/> the prices will increase yearly by a maximum percentage of ____% [specify] from the 1st year, which includes the overhead cost.</p>
--

Note to bidders: For evaluation of financial offers, UNDP assumes approximately five engagements for each profile per year with 100 working days each per year. This assumption is for evaluation purpose only.

SECTION 7: FLEXIBLE SERVICES AGREEMENT AND ITS GENERAL CONDITIONS

United Nations Development Programme



*Empowered lives.
Resilient nations.*

FLEXIBLE SERVICE ARRANGEMENT CONTRACT

BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND [INSERT NAME OF THE CONTRACTOR]

1. Contractor: "[Click here and enter full name of Contractor]" a [limited liability company] incorporated under the laws of "[Click here and enter jurisdiction of incorporation]" with registered address at "[Click here and enter full address of Contractor]"	
2. Contract Reference No. [insert reference number e.g., Contract Award Number]	
3. Type of Service(s): [complete short description of type of services that may be provided]	
3. Duty Station: <input type="checkbox"/> Worldwide <input type="checkbox"/> [Click here and complete if application if limited to a specific Duty Station(s) where Contractor may be asked to provide services]	
4. Contract Starting Date:	5. Contract Ending Date:
6. Maximum Value of Contract: US\$ [Click here and enter amount] ([Click here and amount in words] United States Dollars)	
7. Minimum Guaranteed Amount: Minimum value of Services to be engaged during the Term of this Contract: US\$ [Click here and enter amount]	
8. Other Eligible Reimbursable Items that may be eligible under a specific Task Order (if applicable): <input type="checkbox"/> Airfare <input type="checkbox"/> DSA <input type="checkbox"/> Terminal Expenses <input type="checkbox"/> Others Explain if required:	
9. Additional Eligible Insurance:	
10. Contractor's Banking information: Bank: Address: Account Holder: Account No.: SWIFT/ABA Code:	

11. Notices to Contractor: Name: Address: Tel: Fax: Email:	12. Notices to UNDP: Name: Address: Tel: Fax: Email:
13. Signed for "[Click here and enter Contractor name]" by its Authorized Representative Date: _____ Signature: _____	
14. Signed for the United Nations Development Programme by its Authorized Representative Date: _____ Signature: _____	
<p>This Contract shall become effective as of the date the last party indicated in blocks 13 and 14 signs this Contract (the "Effective Date").</p> <p>The period from the date specified in block 4 until the date specified in block 5 is the "term" of this Contract.</p> <p>The following documents constitute the entire Contract between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:</p> <ul style="list-style-type: none"> • this face sheet ("Face Sheet") • General Conditions for UNDP Flexible Service Arrangement Contract • Annex A - Description of Services • Annex B - Price List • Attachment C - UNDP Certification of Payment Form • Attachment D - Form of Side Letter • Attachment E - Form of Task Order <p>If there is inconsistency between any of the documents listed above, the Contract will be interpreted in the above order of priority. If there is inconsistency between the Contract and any Task Order, the terms of the Contract shall prevail.</p>	

United Nations Development Programme



GENERAL CONDITIONS FOR UNDP

FLEXIBLE SERVICE ARRANGEMENT CONTRACT

*Empowered lives.
Resilient nations.*

This Flexible Service Arrangement Contract (hereinafter referred to as the “Contract”) is made between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), and the entity named in block 1 of the Face Sheet (the “Contractor,” and together with UNDP, the “Parties”)

These General Conditions apply equally to any Task Order (as described in Section 2 below) issued under this Contract.

1. LEGAL STATUS OF THE PARTIES AND PERSONNEL

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

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

1.3 The Personnel (as defined in Section 8.1 below) shall not be regarded, for any purpose, as being either a “staff member” of the UNDP under the United Nations Staff Regulations and Rules, or an “official” of UNDP for purposes of the Convention on the Privileges and Immunities of the United Nations.

1.4 Nothing contained in or relating to this Contract shall be construed as establishing or creating between UNDP and any of the Personnel the relationship of employer and employee, or of principal and agent. The Contractor shall be solely responsible for all claims arising out

of or relating to its engagement of such Personnel. The Contractor shall inform the Personnel of the foregoing.

2. OBLIGATIONS OF THE CONTRACTOR; REPRESENTATIONS AND WARRANTIES

2.1. The Contractor shall perform and complete the services described in the Description of Services described in **Annex A** to this Contract, through each Task Order agreed by the Parties (hereinafter referred to as the “Services”) with due diligence and efficiency, and in accordance with this Contract. The Services will be performed principally at the duty station specified in **block 3** of the Face Sheet or in the Task Order. The Contractor shall provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

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

2.3. The Contractor shall promptly inform UNDP about any changes in its legal status, such as sale, merger, or acquisition of all or substantially all of the Contractor’ s assets or ownership interests and any change in the control of the Contractor that occurs during the Term of the Contract.

2.4. All time limits contained in this Contract and in each Task Order shall be deemed to be of the essence in respect of the provision of the Services.

2.5. The Contractor represents and warrants that as of the Effective Date and throughout the term of the Contract:

2.5.1. it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

2.5.2. all of the information it has previously provided to UNDP, or that it provides to UNDP during the Term of the Contract, concerning the Contractor, any Personnel, and the provision of the Services is true, correct, accurate and not misleading;

2.5.3. is financially solvent and able to provide the Services in accordance with the terms and conditions of the Contract; and,

2.5.4. it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services to UNDP’ s satisfaction and to perform its obligations under the Contract and any Task Order.

3. NATURE OF CONTRACT

3.1. (a) Any UNDP business unit (including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre) may benefit from this Contract by issuing a request for a Task Order. In such cases, the Contractor shall provide the relevant Services on the terms and conditions specified in this Contract and the relevant Task Order.

(b) UNDP may request Services hereunder to be provided to another United Nations entity or the implementing partner of a UNDP project. In such cases, the Services under such a Task Order shall be provided under the same terms and conditions as specified in this Contract, including Clause 34.2.

(c) For the avoidance of doubt, in no event may another United Nations entity or any other third party, request services or issue a Task Order to be concluded with the Contractor, directly to the Contractor under this Contract.

3.2 In addition to the ability of UNDP to place an order for Services under this Contract for another United Nations entity in accordance with Section 3.1(b), the Contractor shall offer the terms and conditions of this Contract to any other United Nations entity that requests similar services. In such cases, the Contractor shall enter into a separate contract with such other United Nations entity and deal directly with it, and UNDP shall have no involvement in such arrangement. UNDP shall not be responsible for or liable to the Contractor with respect to such contract or any order placed by such other United Nations entity under such contract.

3.3. The Contractor shall provide the Services further to this Contract as and when requested by UNDP and following the process set out herein (including by responding to each service request), under a Task Order entered into between the Parties to that effect. For the avoidance of doubt, unless otherwise expressly provided for in this Contract, UNDP shall acquire no legal obligations towards the Contractor unless and until a Task Order is agreed.

3.4 The Services shall be provided at the prices specified in Annex B to this Contract. The prices specified in Annex B shall remain in effect throughout the term of this Contract and are not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Services.

3.5. In the event of any downward pricing of the Services during the term of this Contract, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to this Contract.

4. PRICE AND PAYMENT:

4.1 In full consideration for the complete and satisfactory provision of the Services under this Contract and the relevant Task Order and acceptance of the Contractor's invoice, UNDP shall pay the invoiced amount to the Contractor an amount that does not in the aggregate exceed the value of services provided in the Task Order or the amount stated in **block 6** of the Face Sheet of this Contract.

4.1.1. The amount stated in **block 6** of the Face Sheet is the maximum total amount payable under this Contract. The value of services] provided in each Task Order is the maximum amount payable under such Task Order. The Contractor shall specify in its invoices the amount of the actual costs incurred in the provision of the Services.

4.1.2. The Contractor shall not provide Services that may result in any costs in excess of the amount stated in **block 6** of the Face Sheet of this Contract, without the prior written agreement of UNDP in the form of an amendment signed by UNDP and the Contractor. UNDP shall not be responsible for any amount in excess of the amount specified in **block 6** of the Face Sheet.

4.1.3 The Contractor shall not provide any Services under a Task Order that may result in any costs in excess of the value of Services stated in a Task Order for the Services contracted thereunder, without the prior written agreement of UNDP in the form of an amendment signed by UNDP and the Contractor. UNDP shall not be responsible for any amount in excess of the value of services specified in the relevant Task Order.

4.1.4. The Contractor shall submit original invoices for the Services provided in accordance with the description of Services set forth in Annex A and the relevant Task Order. Such invoices shall indicate the Services provided and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that may be required by UNDP.

4.1.5. UNDP shall effect payments to the Contractor upon acceptance of these invoices. Such payments shall be subject to any specific conditions for reimbursement specified in this Contract or the relevant Task Order.

4.1.6 The fees are inclusive of all costs and expenses related to the provision, administration, management and supervision of the Personnel. The only additional items that may be paid to the Contractor are those set forth in **block 8**, which shall be paid by UNDP in accordance with Section 5.3 below.

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

4.2 Subject to this Section 4.2, UNDP agrees that it will pay to the Contractor an amount that is not less than the Minimum Guaranteed Amount specified in **block 7** of the Face Sheet during the term of this Contract, *provided that* the Contractor shall have met its obligations under this Contract, including by proposing qualified and experienced candidates in response to a request for service made by UNDP in accordance with Section 7.1 below. The Minimum Guaranteed Amount shall be reduced by an amount equal to:

4.2.1 the difference between the value of services stated in a Task Order and any amount that the Parties agree is not due and payable as a result of non-performance or under-performance of the Services under such Task Order (including as a result of force majeure in accordance with Section 23 below); and

4.3.2 the value of a task order that would or could have been issued to the Contractor, in each instance where the Contractor does not provide a substantive or timely response to a request for services, or where the Contractor does not accept the Task Order (as such events are described in Section 7).

4.4 At the end of the term of the Contract, UNDP shall pay to the Contractor the amount (if any) by which the Minimum Guaranteed Amount exceeds the aggregate amount paid or due under Task Orders issued to the Contractor.

4.5 It is understood that the obligations of UNDP are limited to those expressly provided for in the Contract and each specific Task Order.

5. SUBMISSION OF INVOICES AND REPORTS

5.1. All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail or accepted electronic means by the Contractor to the UNDP Contact Person specified in **block 12** of the Face Sheet.

5.2. In addition to invoices, the Contractor shall submit to the UNDP Contact Person (i) a performance report on the Services provided under each relevant Task Order for the period covered by the invoice, indicating any performance issue brought to the Contractor's attention under Section 9.2, and (ii) a completed [UNDP Certification of Payment Form attached hereto as Attachment C](#).

5.3. If Other Eligible Reimbursable Items may be paid to the Contractor pursuant to **block 8** of the Face Sheet of this Contract, the Contractor shall submit an original invoice, attaching all relevant receipts, for the amount of the agreed Other Eligible Reimbursable Items upon at the commencement of Services under the Task Order which specifies those items.

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

5.5. All invoices will be submitted in US dollars. Any payments made by UNDP in a currency other than US dollars will be made at the United Nations operational rate of exchange in effect on the day of payment and the Contractor will incur charges related to the payment.

5.6. The Contractor is responsible for any taxes levied on the monies received under the

Contract in accordance with Section 29 below.

6. TIME AND MANNER OF PAYMENT

6.1. Properly submitted invoices shall be paid within thirty (30) days after the end of the month for which the relevant Services were performed and accepted by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2. The Contractor acknowledges and agrees that UNDP may withhold payment in respect of any invoice if, in UNDP's opinion, the Contractor has not performed the Services in accordance with the terms and conditions of this Contract and the related Task Order, or if the Contractor has not provided sufficient documentation in support of the invoice.

6.3. UNDP will have the right to set off, against any amount or amounts due and payable by UNDP to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNDP to the Contractor) owing by the Contractor to UNDP under the Contract or under any other contract or agreement between the Parties. UNDP will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNDP will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

7. REQUESTS FOR SERVICES, TASK ORDERS

7.1 UNDP may from time to time during the term of this Contract provide to the Contractor one or more requests for services by submitting a draft task order, which shall be subject to the terms and conditions stipulated in this Contract and otherwise in the form of Attachment E. The Contractor shall, within the time period specified in the request for services (normally no more than 5 business days after the request is issued), submit to UNDP the curriculum vitae and any other relevant information of proposed candidates capable of fulfilling the Terms of Reference attached to the draft task order.

7.2 The Contractor shall only propose candidates that:

7.2.1 do not appear on the United Nations Security Council Consolidated Sanctions List specified in Section 40 below;

7.2.2 fulfil any other eligibility requirement(s) specified by UNDP in the Task Order;

7.2.3 have the required skills, professional qualifications and experience (including any necessary licenses issued by appropriate authorities/licensing bodies);

7.2.4 have agreed to provide the Services at the duty station specified in the Task Order;

7.2.5 the Contractor has informed of the relevant requirements under this Contract

and the terms they will need to accept; and

7.2.6 have agreed to provide a signed Side Letter in the form of Attachment D.

The Parties agree and acknowledge that the foregoing are essential terms of this Contract pursuant to Section 33 below.

7.3 At the option of and in the sole discretion of UNDP, any person proposed by the Contractor to perform obligations under any Task Order may be interviewed by qualified staff or officials of UNDP prior to such person performing any work under the Contract or a Task Order. UNDP shall determine whether to accept or reject any or all of the candidates proposed by the Contractor further to Section 7.1 above and may, based on its reasonable judgment, refuse to accept any candidates proposed by the Contractor. If it refuses to accept a candidate, UNDP may ask the Contractor to propose alternative candidate(s). Any candidates that UNDP accepts to provide the Services under the relevant Task Order shall be "Personnel".

7.4 If, following the request for services referred to in 7.1, the Parties agreed the terms of the draft task order and the Personnel, UNDP shall issue to the Contractor a Task Order, which shall be subject to the terms and conditions stipulated in this Contract and otherwise in the form of Attachment E. The Contractor shall, within the period which is the longer of the time period specified in the relevant request for a Task Order or five (5) business days after receipt, accept the Task Order by signing and returning it to UNDP; *provided that*, if the Contractor fails to return the signed Task Order to UNDP within the specified time, the Contractor shall be deemed to have not accepted or agreed to the request for services. Together with, or promptly after it returns the signed Task Order to UNDP, the Contractor shall provide UNDP with Side Letter(s) signed by each of the Personnel that UNDP has accepted to provide the Services.

7.5 The Contractor shall provide the Services as set forth in the Terms of Reference attached to each agreed Task Order. The Services will be performed by the Personnel that UNDP has accepted, principally at the duty station stated in the Task Order.

8. CONTRACTOR'S GENERAL RESPONSIBILITIES; PERSONNEL

Personnel

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its officials, employees, agents, servants, subcontractors and other representatives, including the Personnel, and its property.

8.2. The Contractor will comply with all applicable international standards and national labor laws, rules

and regulations relating to the employment of national and international personnel in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. For the avoidance of doubt, the Contractor acknowledges that the Personnel shall not be considered "officials of UNDP" nor "experts on mission" and therefore shall not, by virtue of its association with UNDP be granted the privileges and immunities accorded to such individuals in the Convention on the Privileges and Immunities of the United Nation. Without limiting the provisions of this Article, the Contractor will be fully responsible and liable for, and UNDP will not be liable for, all payments due to Personnel, or to any other officials, employees, agents, servants, subcontractors and other representatives of the Contractor for their services in relation to the performance of the Contract. Moreover, such personnel and sub-contractors shall be responsible for the own private legal obligations.

8.3. The Contractor shall be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and each Task Order. The Contractor shall and will select reliable and competent individuals who will be able to effectively perform the work with due diligence and efficiency and who, while doing so, will respect the local laws and customs, and conform to sound professional, administrative and financial practices and a high standard of moral and ethical conduct.

8.4. The Contractor shall ensure that the Personnel are professionally and technically qualified and experienced and, if required to work with officials or staff of UNDP, shall be able to do so effectively.

8.5. The Contractor shall, and shall ensure that the Personnel, act at all times so as to protect, and not be in conflict with, the interests of UNDP.

8.6. The Contractor shall respect the impartiality and independence of the United Nations and shall comply with all applicable laws and regulations, and shall ensure that the Personnel do so.

8.7. Nothing herein shall be construed to create any obligations on the part of UNDP with respect to the Personnel assigned to perform work under this Contract or a Task Order, and such Personnel shall remain the sole responsibility of the Contractor.

8.8. No individual shall be assigned by the Contractor to perform the Services in connection with this Contract or a Task Order unless and until (i) UNDP has notified the Contractor of its acceptance of such individual as Personnel for the relevant Task Order, and (ii) UNDP shall have received a Side Letter signed by the relevant Personnel.

8.9 Unless UNDP otherwise agrees in writing, the Contractor shall ensure that the Services under a Task Order are performed exclusively by the Personnel selected by UNDP.

Security

8.10 The Contractor shall be responsible for the safety and security of Personnel, any and all property belonging to the Contractor or Personnel, and any or all of UNDP's property that is in the possession of the

Contractor or Personnel.

8.11 The Contractor shall put in place measures to reduce the exposure of the Personnel to safety and security risks, considering the security situation and the nature of their work and where the Services are being provided. In locations with prevailing security concerns or high security risks, the Contractor shall (i) put in place and maintain an appropriate security plan will be established and maintained; and assume all risks and liabilities related to the Personnel' s security, and the full implementation of security plan and security requirements as identified. The Contractor shall ensure all required security and safety equipment are provided to Personnel and assign a focal point for liaison and information sharing purposes with UNDP.

8.12. UNDP reserves the right to verify whether a security plan is required and in place, and to suggest modifications when necessary. Failure to maintain and implement security requirements as applicable hereunder shall be deemed a breach of this Contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the safety and security of the Personnel and for UNDP' s property in its custody as set forth in Sections 8.10 and 8.11 above.

8.13 The Contractor shall be responsible for:

- (a) requiring that all Personnel who may have access to any premises or other property of UNDP shall undergo or comply with established security arrangements including screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history; and
- (b) when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP' s security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.14 Within one (1) working day after learning that any of Personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

Other

8.15 The Contractor shall provide any equipment or materials needed for the provision of the Services, unless otherwise specified in a Task Order.

8.16 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. Personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

9. PERFORMANCE; REPLACEMENT OF THE PERSONNEL

9.1 Payment by UNDP of an invoice is subject to the satisfactory provision of the Services

by the Personnel.

9.2 The Parties shall communicate any performance-related issue as soon as reasonably possible, and it is the Contractor's responsibility to remedy the performance issues. If a performance issue persists, or UNDP is not satisfied with the performance of a Personnel, UNDP may require (or the Contractor may recommend) the replacement of Personnel.

9.3. Requirements regarding the qualifications of the Personnel may change during the course of performance of the Services. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change.

9.4 Notwithstanding Section 9.3 above, if UNDP is of the opinion that a Personnel is not capable providing the Services or is in breach of any of the terms of this Contract or the Side Letter, UNDP may either request the Contractor to replace the Personnel or terminate the relevant Task Order. In any other situation, UNDP may request, in writing, the withdrawal or replacement of any Personnel, and such request shall not be unreasonably refused by the Contractor.

9.4.1 None of the Personnel assigned to perform obligations under the Contract shall be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

9.4.2 In the event that a Personnel is replaced during the duration of the Contract, the qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any work under the Contract shall be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor and the Contractor shall propose a new person in accordance with Sections 7.2 and 8.1 above.

9.4.3 The withdrawal or replacement of Personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of the works. All expenses related to the withdrawal or replacement of Personnel shall, in all cases, be borne exclusively by the Contractor.

9.4.4 A request by UNDP for the withdrawal or replacement of Personnel shall not be considered to be a termination, in whole or in part, of this Contract or a Task Order, and UNDP shall not bear any liability in respect of such withdrawn or replaced person. However, if the Contractor is not able to propose a replacement acceptable to UNDP, such inability may be grounds for UNDP to terminate this Contract and/or the relevant Task Order.

9.4.5 If a request for the withdrawal or replacement of Personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with this Contract or a Task Order, the misconduct of the Personnel, or the inability of such Personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the

withdrawal or replacement of the Personnel for any delay in the performance by the Contractor of its obligations under the Contract or a Task Order that is substantially the result of such Personnel' s being withdrawn or replaced.

9.5 The Contractor shall ensure seamless provisions of the Services, notwithstanding the absence of Personnel for any reason.

9.5.1 The Contractor shall promptly notify UNDP in advance of any planned Personnel absence, and as soon as it becomes aware of any unplanned Personnel absence.

9.5.2 If payment is calculated on the basis of a day rate, UNDP shall not be required to pay the Contractor for those days where Personnel are absent for all or any material part of a day during the period of the Services. The invoice for the relevant period shall reflect such absence and be adjusted downward to reflect the day(s) during which Personnel are absent.

9.5.3 If a planned or unplanned Personnel absence is expected to last for more than 3 working days, UNDP may by notice to the Contractor require the Contractor to provide alternative Personnel to cover for such period.

9.5.4 If a planned or unplanned Personnel absence is expected to last for more than 10 working days, UNDP may by notice to the Contractor require the Contractor to provide a replacement Personnel in accordance with Section 9.4 above.

9.6. When within UNDP premises or on UNDP property, all Personnel display such identification as may be approved and furnished by UNDP. Upon completion of the relevant Task Order, or the withdrawal or replacement of such Personnel, Personnel shall immediately return any such identification to UNDP.

10. OBLIGATIONS OF THE PERSONNEL

10.1 The Contractor shall procure that each Personnel complies with the following obligations, which the Parties agree and acknowledge are essential terms of this Contract pursuant to Section 33 below. Each Personnel shall:

10.1.1 Perform their functions under the day to day technical oversight of UNDP;

10.1.2 Respect the impartiality and independence of the UN, and shall neither seek nor accept instructions regarding the Services from any authority except UNDP;

10.1.3 Refrain from any conduct that would adversely reflect on the United Nations or UNDP, and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations and UNDP;

10.1.4 Comply with the requirement regarding the Prohibition of Sexual Exploitation and Sexual Abuse, and Sexual Harassment set out in Section 39 below;

10.1.5 Provide full and timely cooperation with any investigation carried out by

UNDP.

10.1.6 Comply with all regulations, rules, policies, procedures or directives issued by UNDP, which include all security requirements and instructions provided by UNDP;

10.1.7 Exercise the utmost discretion in all matters relating to the Services, and shall not communicate with the media or on social media or to any institution, person, government or other authority external to UNDP (including the Contractor) any non-public information that has become known to them by reason of their provision of the Services; and they shall not use any such information without the written authorization of UNDP and in any event they shall not use such information at any time for personal gain.

The obligations in this Section 10.1 do not lapse upon expiration of the relevant Task Order or term of this Contract, or upon the termination of the relevant Task Order or this Contract.

10.2. The Contractor shall not, and shall ensure that the Personnel will not, engage in any business or other activity which does or may conflict with the provision of the Services, or accept paid employment which does or may conflict with the provision of the Services or contravene applicable laws.

10.3. Each Personnel shall sign a Side Letter in the form set forth in Attachment D, which the Contractor shall collect and make available to the UNDP Contact Person before work starts under the relevant Task Order.

11. RECORDS, REPORTING, ACCOUNTS AND INFORMATION; ANNUAL ASSESSMENT

11.1 The Contractor shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this Contract.

11.2 The Contractor shall submit to the UNDP Contact Person a semi-annual report on the Services provided under each outstanding Task Order for the preceding 6 month period. The semi-annual report shall include details regarding: (i) the number of Task Order requests received from UNDP and the number of Task Orders agreed; (ii) for each Task Order agreed during the relevant period, the type of Service, duty station, requesting business unit, and the maximum value of Services to be provided; and (iii) summarizing any performance issue on any outstanding Task Order brought to the Contractor's attention under Section 9.2 above. The Contractor shall submit each semi-annual report to the UNDP Contact Person within 30 days after 30 June and 31 December of each year during the term of this Contract.

11.3 Within 30 days after each anniversary of this Contract, the Contractor shall submit to

the UNDP Contact Person a cumulative report describing in detail (i) the Services provided during the preceding 12-month period, specifying which UNDP business units the Services were provided to, and (ii) all Services provided under this Contract as of such anniversary date.

11.4 In addition to the semi-annual and annual reporting, the Contractor shall compile and submit to the UNDP Contact Person any records, accounts or other information, oral or written, which UNDP may reasonably request in respect of the performance of the Services or the Contractor's obligations under this Contract.

11.5 The Parties shall undertake an annual assessment of performance under this Contract in such manner, and at such time and place, as may be agreed between the Parties.

11.6 The obligations in this Section 11 do not lapse upon expiration of the term of this Contract, or upon the termination of this Contract, but instead survive until all reporting obligations have been completed and all reports have been accepted by UNDP.

12. ASSIGNMENT

12.1. Except as provided in Section 12.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of its rights, claims or obligations under the Contract, except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

12.2. The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations; provided that:

12.2.1. such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

12.2.2. such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

12.2.3. the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,

12.2.4. the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

13. SUBCONTRACTING

13.1. In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in

its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

14. SERVICES

14.1. Rejection of Services: If the Services provided by the Contractor do not conform to the requirements of this Contract or the relevant Task Order, or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNDP may, at its option:

14.1.1. by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in any deliverables to be provided under the Contract, to UNDP's satisfaction within thirty (30) days after receipt of UNDP's notice (or within such shorter period as UNDP may determine, in its sole discretion, is necessary as specified in the notice);

14.1.2 require the Contractor to refund all payments (if any) made by UNDP in respect of such non-conforming or incomplete performance;

14.1.3 procure all or part of the Services or deliverables to be provided under this the relevant Task Order from other sources, and require the Contractor to pay UNDP for any additional cost beyond the balance of the fee for such Services and deliverables;

14.1.4 give written notice to terminate the Contract for breach, in accordance with Section 24 (*Termination*) below; and/or

14.1.5 require the Contractor to pay liquidated damages as set out in the Contract, if any.

14.2. The Contractor expressly acknowledges that if UNDP takes delivery of Services or deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNDP's rights in respect of such late or non-compliant performance.

14.3 Warranties: The Contractor warrants that any Services provided by the Contractor hereunder shall be performed in a timely and professional manner, by qualified professional personnel, that such Services shall conform to the highest standards observed in the industry for similar services.

15. INDEMNIFICATION

15.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, staff, agents and contractors, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any other third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

15.1.1 allegations or claims that the Services provided by the Contractor or the Personnel, including any device, material, or any other goods, property or services created for, provided or licensed to UNDP

through the Services under the terms of the Contract, in whole or in part, separately or in a combination, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

15.1.2 any acts or omissions of the Contractor, the Personnel, or anyone directly or indirectly employed by the Contractor (including subcontractors) in the performance of the Contract or a Task Order, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

15.2. The indemnity set forth in Section 15.1.1, above, shall not apply to:

15.2.1. A claim of infringement resulting from the Contractor's or Personnel's compliance with specific written instructions by UNDP directing a manner of performance of Services under the Contract or a Task Order; or

15.2.2. A claim of infringement resulting from additions to or changes in any products, reports, materials or other deliverables developed by the Contractor or Personnel pursuant to this Contract or a Task Order, or another party acting under the direction of UNDP made such changes.

15.3. In addition to the indemnification obligations set forth in this Section 15, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Section 15, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

15.4. UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

15.5. In the event that the use by UNDP of any products, reports, materials or other deliverables developed by the Contractor or Personnel pursuant to this Contract or a Task Order, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

15.5.1. procure for UNDP the unrestricted right to continue using such products, reports, materials or other deliverables;

15.5.2. replace or modify the products, reports, materials or other deliverables, or part thereof, with the equivalent or better Services, or part thereof, that is non-infringing; or,

15.5.3. refund to UNDP the full price paid by UNDP for the development of the products, reports, materials or other deliverables, or part thereof.

15.6 The obligations in this Section 15 do not lapse upon expiration of the relevant Task Order or term of this Contract, or upon the termination of the relevant Task Order or this Contract.

16. LIABILITY AND INSURANCE

16.1 The Contractor shall be solely liable for claims by third parties arising from acts or omissions by the Contractor and/or the Personnel in the course of performing the Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

16.2. Without prejudice to any other liability of the Contractor under the Contract or a Task Order, the Contractor shall pay UNDP promptly for all loss, destruction, or damage to UNDP, including its property caused by the Contractor, the Personnel or by any of the Contractor's subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract or a Task Order.

16.3 Without prejudice to the other provisions in this Contract, prior to commencement of performance of any obligation under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire Term of the Contract, for any extension thereof, and for a period following expiration and/or termination of the Contract reasonably adequate to deal with losses:

16.3.1 insurance against all risks in respect of property and any equipment used by the Contractor and the Personnel for the performance of the Contract and any Task Order;

16.3.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's employees and the Personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract and any Task Order;

16.3.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's or the Personnel's performance under the Contract or any Task Order, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, the Personnel, the Contractor's staff, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether owned or not by the Contractor; and,

16.3.4 such other insurance as may be specified in **block 8** of the Face Sheet and any Task Order issued hereunder,

16.4. The Contractor's liability policies shall also cover subcontractors and well as any legal costs and other related expenses arising from or in connection with the Contractor's or the Personnel's performance under the Contract or any Task Order.

16.5. The Contractor acknowledges and agrees that UNDP has no responsibility for providing life, health, accident, travel or any other insurance coverage in respect of the Personnel. Without limiting the foregoing, the Contractor shall provide insurance and medical coverage for the Personnel. In particular, the Contractor shall remain responsible for insuring the Personnel in the event of accident, illness, disability or death, whether or not such event occurs during the provision of, or is related to, the Services. In the event of death, injury, disability or illness of the Personnel, whether or not such event occurs during the provision of, or is related to,

the Services, UNDP shall not be responsible for any insurance, compensation or expenses relating thereto.

16.6. Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

16.6.1. name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

16.6.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP; and,

16.6.3. provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

16.7. The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

16.8. Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of a certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract and any Task Order. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract and any additional requirements under a Task Order. Notwithstanding the provisions of Section 16.6.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract or any Task Order.

16.9. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract or any Task Order nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract or any Task Order.

16.10 The obligations in this Section 16 do not lapse upon expiration of the relevant Task Order or term of this Contract, or upon the termination of the relevant Task Order or this Contract.

17. ENCUMBRANCES AND LIENS

17.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any Services performed in connection with this Contract or any Task Order, or by reason of any claim or demand against the Contractor or UNDP.

18. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:

18.1. Title to all equipment and supplies that may be furnished by UNDP to the Contractor or the Personnel for the performance of any obligations under the Contract and any Task Order, shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the relevant Task Order, or when no longer needed by the Contractor or the Personnel. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor or the Personnel, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

19. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

19.1 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 or the Personnel has developed for UNDP further to the performance of the Services and/or 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 Services. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

19.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor or the Personnel: (i) that pre-existed the performance by the Contractor or the Personnel of the obligations under the Contract or relevant Task Order, or (ii) that the Contractor or the Personnel may develop or acquire, or may have developed or acquired, independently of the performance of its obligations the Contract or relevant Task Order, UNDP does not and shall not claim any ownership interest thereto. The Contractor grants, and shall ensure that the Personnel grant, to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of this Contract.

19.3 At the request of UNDP, the Contractor shall, and shall ensure that the Personnel shall, take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

19.4 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 or the Personnel under the Contract or any Task Order shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of the obligations under the relevant Task Order.

20. PUBLICITY; USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP

20.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill or otherwise that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP. This obligation does not lapse upon expiration or termination of the Contract. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Contractor or the Contractor's products and/or services.

20.2 The Contractor shall procure that Personnel shall comply with this Section 20 as if each reference to 'the Contractor' was a reference to 'the Personnel'.

20.3 The obligations in this Section 20 do not lapse upon expiration of the relevant Task Order or term of this Contract, or upon the termination of the relevant Task Order or this Contract.

21. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential at the time of exchange or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, as well as information that the Recipient knows or should have reasonably known from its inherent nature, quality or characteristics that is proprietary or confidential ("Information"), shall be held in confidence by the Recipient and shall be handled as follows:

21.1. The Recipient shall:

21.1.1. 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,

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

21.2. 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 Section 21, the Recipient

may disclose Information to:

21.2.1. any other party with the Discloser's prior written consent; and,

21.2.2. 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:

- (a)** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- (b)** any entity over which the Party exercises effective managerial control; or,
- (c)** for the UN, a principal or subsidiary organ of the UNITED NATIONS established in accordance with the Charter of the United Nations.

21.3. 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 UN, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

21.4. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder or pursuant to UNDP's regulations, rules, policies and procedures.

21.5. 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.

21.6. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and shall remain effective following any termination of the Contract.

21.7 The Contractor shall procure that Personnel shall comply with this Section 21 as if each reference to a 'Party' included a reference each Personnel.

21.8 The obligations in this Section 21 do not lapse upon expiration of the relevant Task Order or term of this Contract, or upon the termination of the relevant Task Order or this Contract.

22. UNDP DATA

22.1. The Parties agree that all information and data in digital form, processed or on any other form (a) provided to the Contractor or Personnel by UNDP under this Contract or any Task Order, or in connection with the Services, or (b) collected by the Contractor or Personnel in the performance of the Services ("UNDP Data "), together with all rights (including intellectual property and proprietary rights), title and interest to such UNDP Data, will be the exclusive property of UNDP. The Contractor and each relevant Personnel has a limited, nonexclusive license to access and use the UNDP Data as provided in the Contract or a Task Order solely for the

purpose of performing the Services. Except for the foregoing license, neither the Contractor nor any Personnel will have any other rights, whether express or implied, in or to any UNDP Data or its content.

22.2. The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNDP Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNDP to Contractor in respect of UNDP Data.

22.3. The Contractor will use its reasonable efforts to ensure the logical segregation of UNDP Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Contract as they apply to UNDP Data.

22.4. In the event of any safety and security incident, the Contractor will, as soon as possible following the Contractor's discovery of such incident and at its sole cost and expense: (a) notify UNDP of such incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNDP's access to the Services. The Contractor will keep UNDP reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions.

22.5. The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 22 of the Contract, on the Personnel, its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by the Personnel, its service providers, subcontractors and other third parties.

23. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

23.1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract or a Task Order. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract or a Task Order. If the affected Party is the Contractor, on receipt of the notice required hereunder, UNDP shall take such action as it reasonably 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 any obligations under this Contract or a Task Order.

23.2. If UNDP or the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract or a Task Order, UNDP shall have the right to suspend or terminate this Contract or the relevant Task Order(s) on the same terms and conditions as are provided for in Section 24 (*Termination*) except that the period of notice shall be seven (7) days instead of thirty (30) days. In the absence of notice from the Contractor, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under this Contract or a Task Order in case the force majeure is

of public knowledge or the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of thirty (30) days.

23.3. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), act of government, invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, including, among others, pandemics or epidemics affecting any of the Parties' ability to perform hereunder, provided that such acts arise from causes beyond the control and without the fault or negligence of the affected Party. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract or a Task Order that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract or a Task Order.

24. TERMINATION

24.1. Either Party may terminate the Contract or any Task Order for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of amicable settlement or arbitral proceedings in accordance with Article 25 (*Settlement of Disputes*) below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract or any Task Order.

24.2. UNDP may terminate the Contract or the relevant Task Order, in whole or in part, upon thirty (30) days' notice, in writing, to the Contractor if the Contractor (i) fails to agree to a Task Order request, or (ii) fails to propose acceptable candidates as Personnel to provide such Services in accordance with Sections 7.2 and 8.1;

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

24.4. In the event of any termination of the Contract or a Task Order, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

24.4.1. if the termination is in respect of a Task Order, take immediate steps to bring the performance of any obligations under such Task Order to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

24.4.2. if the termination is in respect of the Contract, take immediate steps to bring the performance of any obligations under the Contract and all outstanding Task Orders to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

24.4.3 refrain from undertaking any further or additional commitments under the relevant Task Order(s) or Contract, as of and following the date of receipt of such notice;

24.4.4. place no further Personnel, except as UNDP and the Contractor agree in writing are necessary

to complete any portion of the Task Order(s) or Contract that is not terminated;

24.4.5. terminate all subcontracts or orders to the extent they relate to the portion of the Task Order(s) or Contract terminated;

24.4.6. transfer title and deliver to UNDP any completed work, supplies, and other material produced or acquired for the portion of the terminated Task Order(s) or Contract;

24.4.7. deliver all completed or partially completed plans, drawings, information, and other property that, if the relevant Task Order(s) or Contract, as the case may be, had been completed, would be required to be furnished to UNDP thereunder;

24.4.8. complete performance of the work not terminated;

24.4.9. return to UNDP all of UNDP's information and materials provided to the Contractor under the relevant Task Order(s) or Contract, including, but not limited to, UNDP data, or, at UNDP's option with respect to information, destroy all copies of such information held by the Contractor or its sub-contractors or Personnel, and confirm such destruction to UNDP in writing; and,

24.4.10 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the relevant Task Order(s) or Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

24.5. In the event of any termination of a Task Order or the Contract, in whole or in part, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the relevant Task Order or Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Services satisfactorily provided to UNDP in accordance with the requirements of the relevant Task Order or Contract, but only if such Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP. The Contractor will have no claim for any further payment beyond payments in accordance with this paragraph and it will remain liable to UNDP for all loss or damages which may be suffered by UNDP by reason of the Contractor's default, as further specified Section 24.7, below.

24.6. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

24.6.1. the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

24.6.2. the Contractor is granted a moratorium or a stay, or is declared insolvent;

24.6.3. the Contractor makes an assignment for the benefit of one or more of its creditors;

24.6.4. a Receiver is appointed on account of the insolvency of the Contractor;

24.6.5. the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

24.6.6. UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

24.7. Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result

of any of the events specified in Section 24.5 above, and resulting from or relating to a termination of any Task Order or the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Section 24.5 above, and shall provide UNDP with any information pertinent thereto.

24.8. In the event that a Task Order or the Contract is terminated by UNDP in accordance with Section 24.1 or 24.2 above, due to a breach by the Contractor of its obligation under the Contract, the Contractor shall compensate UNDP for all damages and costs incurred by UNDP as a consequence of such termination and for any additional cost beyond the balance of price resulting from any procurement conducted by UNDP to procure the Services from another source, including, inter alia, the costs of engaging in such procurement. UNDP may set-off such costs and expenses against any amounts owed to the Contractor under the Contract or under other contracts with the Contractor.

24.9. The provisions of this Section 24 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

24.10. Survival: The provisions of Sections 1, 10.1, 11, 15, 16, 20, 21, 27, 28, 31, 32 shall survive the expiry of the term of this contract as well as the termination of any relevant Task Order and/or this Contract.

25. NON-WAIVER OF RIGHTS:

25.1. No grant of time to the Contractor to cure a default under any Task Order or the Contract, nor the failure by UNDP to exercise any rights available to it, whether under the Contract or otherwise, shall be deemed for any purposes to constitute a waiver by UNDP of any such right or any remedy associated therewith, and shall not relieve the Contractor of any of its obligations under the relevant Task Order or the Contract.

26. NON-EXCLUSIVITY:

26.1. With the exception of the Minimum Guaranteed Amount set forth in Section 4.2, UNDP shall have no obligation to purchase any minimum quantities of services from the Contractor, and UNDP shall have no limitation on its right to obtain services of the same kind, quality and quantity described in any Task Order or the Contract from any other source at any time.

27. SETTLEMENT OF DISPUTES:

27.1. This Contract shall be governed by the terms provided herein, to the exclusion of application of any national and/or subnational law.

27.2. Amicable Settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of any Task Order or the Contract, or the breach, termination, or invalidity thereof.

27.3. Arbitration: Any dispute, controversy, or claim between the Parties arising out of any Task Order or the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Section 27.2, 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 Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. If the Parties cannot

agree in the appointment of the arbitrators, the Secretary-General of the Permanent Court of Arbitration at The Hague shall act as appointing authority. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (*Interim measures*) and Article 34 (*Form and effect of the award*) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”), or should LIBOR be no longer available, then the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York’ s Secured Overnight Financing Rate, 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.

28. PRIVILEGES AND IMMUNITIES:

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

29. TAX EXEMPTION:

29.1. Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

30. MODIFICATIONS; NOTICES:

30.1. No modification or change to any Task Order or this Contract, shall be valid and enforceable against UNDP unless executed in writing and signed by the duly Authorized Representatives of the Parties. Without prejudice to the forgoing:

30.1.1 any changes to the Contractor’ s bank account specified in the Face Sheet shall require a formal amendment to the Contract in accordance with this paragraph; and

30.1.2 any changes to the contact person specified in block 11 and 12 of the Face Sheet may be made by unilateral written notice from the Party making the change to the other Party, and such change shall be effective as of the date of the notice.

30.2. If the Contract shall be extended for additional periods, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Section 30.1 above.

30.3. The terms or conditions of any supplemental undertakings or other forms of agreement concerning the permissible Services that may be provided under any Task Order or this Contract, shall not be valid and enforceable against UNDP not in any way shall constitute an agreement by UNDP unless such undertaking or other forms of agreement are the subject of a valid amendment concluded in accordance with Section 30.1 above.

30.4. Any notice, request or consent required or permitted to be given or made pursuant to any Task Order or this Contract will be in writing and addressed to the persons listed in the Face Sheet of this Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or when confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

30.5. Any notice, document or receipt issued in connection with any Task Order or this Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

30.6. All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of this Section 30.

31. AUDITS AND INVESTIGATIONS:

31.1. Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the Term of the Contract, and for a period of three (3) years following the expiration or prior termination of the Contract.

31.2. UNDP may conduct investigations relating to any aspect of any Task Order or this Contract or the award thereof, the obligations performed under any Task Order or this Contract, and the operations of the Contractor generally relating to performance of any Task Order or this Contract at any time during the Term of the Contract. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.

31.3. The Contractor shall provide its full and timely cooperation with any such post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available the relevant Personnel, its other personnel and any relevant documentation for such purposes, at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Personnel, the Contractor

's other personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

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

32. LIMITATION ON ACTIONS:

32.1. Except with respect to any indemnification obligations in Section 15 (*Indemnification*) above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Section 27 (*Settlement of Disputes*) above, arising out of any Task Order or this Contract must be commenced within three (3) years after the cause of action has accrued.

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

33. ESSENTIAL TERMS

33.1 The Contractor acknowledges and agrees that each of the provisions in Sections 11 (*Obligations of the Personnel*) and 35-42 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the relevant Task Order, this Contract, or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the essential terms in Sections 11 (*Obligations of the Personnel*) or 35-41 to the relevant national authorities for appropriate legal action.

34. SOURCE OF INSTRUCTIONS

34.1 The Contractor shall, and shall ensure that the Personnel, neither seek nor accept instructions from any authority external to UNDP in connection with the performance of the Services. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's or the Personnel's performance under any Task Order or the Contract, the Contractor shall promptly notify UNDP and provide all reasonable

assistance required by UNDP. The Contractor shall not, and shall ensure that the Personnel do not, take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations. The Contractor shall, and shall ensure that the Personnel, perform its obligations under the Contract with the fullest regard to the interests of UNDP.

34.2 Without prejudice to the generality of the 34.1, when UNDP issues a Task Order for another UN entity or the implementing partner of a UNDP project further to this Contract, in proving the Services under such Task Order the Personnel shall take and comply with instruction of such other UN entity or implementing partner unless instructed otherwise in writing by UNDP.

35. STANDARDS OF CONDUCT; CONFLICTS OF INTEREST

35.1 The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP.

35.2 In the performance of the Contract, the Contractor shall comply, and shall ensure that any subcontractors comply, with the Secretary General's Bulletin ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply, and shall ensure that any subcontractors comply, with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

35.2.1 The United Nations Supplier Code of Conduct;

35.2.2 UNDP Policy on Fraud and other Corrupt Practices;

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

35.2.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

35.2.5 UNDP Vendor Sanctions Policy; and

35.2.6 All security directives relevant to the performance of the Contract issued by UNDP.

35.3 The Contractor acknowledges and agrees, that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the Term of this Contract.

35.4 The Contractor further represents that, in respect of all aspects of the Contract (including the issue of any Task Order and the selection and awarding of sub-contracts by the Contractor), it has disclosed and will disclose to UNDP any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

35.5 The Contractor shall procure that Personnel shall comply with this Section 35 as if each reference to 'the Contractor' was a reference to 'the Personnel'.

36. OBSERVANCE OF THE LAW:

36.1. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of the Services and its obligations under any Task Order and the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

36.2. The Contractor shall procure that Personnel shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of the Services.

37. CHILD LABOR

37.1 The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

38. MINES

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

39. PROHIBITION OF SEXUAL EXPLOITATION AND SEXUAL ABUSE, AND SEXUAL HARASSMENT:

39.1. In the performance of the Services and its obligations under any Task Order and the Contract, the Contractor represents and warrants that it, its parent entities (if any), or any of the Contractor's subsidiary or affiliated entities (if any) has in place adequate and proper procedures, processes and policies to prevent and address sexual exploitation and sexual abuse ("SEA") and sexual harassment ("SH"). The Contractor shall take all appropriate measures to prevent SEA and SH of anyone by its employees or any other persons engaged and controlled by the Contractor, including in particular the Personnel, in performing any Services under any Task Order or the Contract.

39.2. For these purposes, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute SEA of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it, including the Personnel, from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

39.3. For the purposes of this Contract, SH shall be defined as any unwelcome conduct of sexual nature, that might reasonably be expected or be perceived to cause offence or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work

environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

39.4 The Contractor shall procure that Personnel shall comply with this Section 39 as if each reference to 'the Contractor' was a reference to 'the Personnel'.

40. PROHIBITION ON THE FINANCING OF TERRORISM AND MONEY LAUNDERING:

40.1. UNDP is committed to the highest ethical standards and will not tolerate the diversion of the resources entrusted to it through Money Laundering or Terrorist Financing and will not partner with entities that tolerate the diversion of resources through Money Laundering or Terrorist Financing. To that effect, the Contractor represents and warrants that it has not, and it shall not, at any time during the term of this Contract engage in Terrorism Financing or Money Laundering.

40.2. The Contractor shall communicate the restriction in Section 40.1 above to the Personnel, and its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Terrorism Financing or Money Laundering. The Contractor shall reflect this clause in its agreements with any subcontractors and/or other agents which are in any way involved in the implementation of any activity under a Task Order or this Contract.

40.3. The Contractor shall immediately disclose to UNDP any actual, apparent, potential or attempted Terrorism Financing or Money Laundering activity that it becomes aware of. The Contractor shall fully cooperate with any investigation or review of Terrorism Financing or Money Laundering activity by UNDP.

40.4. The Contractor acknowledges and agrees that Terrorism Financing or Money Laundering constitute financial irregularities and that any breach of this clause by it or by the Personnel, or any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Contract, which entitles UNDP to immediately terminate this Contract without incurring any liability or penalty.

40.5. Furthermore, the Contractor expressly acknowledges and agrees that, in the event that UNDP were to determine through an investigation or otherwise that Terrorism Financing or Money Laundering occurred UNDP shall have, in addition to its right to immediately terminate this Contract, the rights to:

40.5.1. apply and enforce the relevant sanctions in accordance with UNDP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and

40.5.2. recover all losses, financial or otherwise, suffered by UNDP in connection with such Terrorism Financing or Money Laundering activity.

40.6. For the purpose of this Section 40, the following terms shall have the definition ascribed to the below:

40.6.1. "Money Laundering" is generally considered as concealment of the origins of money obtained illegally, typically by passing it through a complex sequence of financial or commercial transactions. Money Laundering usually involves three stages: (i) introducing the proceeds of crime into the financial system (placement); (ii) transactions to convert or transfer the funds to other locations or financial institutions (layering); and (iii) reintroducing the funds into the legitimate economy as "clean" money and investing it in various assets or business ventures (reintegration) appearing to have been legally obtained.

40.6.2. "Terrorist Financing" means providing support to individuals or entities that appear on the United Nations Security Council Consolidated Sanctions List accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

40.7. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract

41 EFFECTIVENESS AND DURATION

41.1 This Contract shall become effective as of the date the last Party indicated in blocks 13 and 14 signs this Contract (the "Effective Date").

41.2 The period from the date specified in block 4 until the date specified in block 5 is the "Term" of this Contract.

41.3 Any Task Order shall become effective on the later of (i) the date the last Party signed such Task Order, and (ii) the date on which the Contractor shall have provided to UNDP a Side Letter signed by each of the Personnel assigned under such Task Order.

Annex A
DESCRIPTION OF SERVICES

Annex B
PRICE LIST

Attachment C
UNDP CERTIFICATION OF PAYMENT FORM

Attachment D
FORM OF SIDE LETTER

ADDRESSED TO UNDP

Cc: [Contractor's name]]

[Address]

Dear Sir/Madam:

Subject: **Undertaking by [name of the Personnel]**

1. I understand and agree that in providing [explain type of services] for UNDP through [name of Contractor]:

1.1 I will not be regarded, for any purpose, as being either a “staff member” of the UNDP, under the United Nations Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and me.

1.2 I will perform the Services under the daily oversight of UNDP;

1.3 I will respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the Services, provided under the overall responsibility, supervision and administration of [name of Contractor], from any authority external to the UNDP;

1.4 I will refrain from any conduct that would adversely reflect on the United Nations and/or UNDP and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations and UNDP while I am providing services for [name of Contractor] to UNDP;

1.5 I am aware of and will comply with the UNDP's requirements regarding the Prohibition of Sexual Exploitation and Sexual Abuse, and Sexual Harassment.

1.6 I will provide full and timely cooperation with any investigation carried out by UNDP;

1.7 I will comply with all regulations, rules, policies, procedures or directives

issued by UNDP, which include all security requirements and instructions provided;

- 1.8** I will exercise the utmost discretion in all matters relating to the services I am tasked to provide to UNDP. I will not communicate, at any time, to the media or to any institution, person, government or other authority external to UNDP, any information that has not been made public, and which has become known to me by reason of my assignment with UNDP. I shall not use any such information without the written authorization of UNDP and in any event, such information shall not be used for personal gain. I understand that these obligations do not lapse upon the conclusion of my assignment in performing the services.

2. I also affirm that my employment with the Contractor in connection with the Contract will include, as my personal obligation, continued cooperation with UNDP after the conclusion of the Contract to the extent necessary to clarify or explain any report or recommendations made by me.

3. I understand that my failure to comply with any of the foregoing may result in immediate termination of my assignment for the provision of Services by [name of Contractor] to UNDP.

Sincerely yours,

Personnel's name and signature
[date]

Attachment E
FORM OF TASK ORDER