



Request for Proposal (RFP)

22 June 2009

Subject: RFP for training in 'Managing for Development Results' in Cambodia

1. UNDP Cambodia, through its Multi-Donor Support Program, and in partnership with the Cambodian Rehabilitation and Development Board of the Council for the Development of Cambodia (CRDB/CDC) wishes to procure professional services to facilitate a training initiative related to strengthening the Joint Monitoring Indicator (JMI) process in Cambodia. This will entail design and delivery of two consecutive 2-day courses in 'managing for development results' skills to approximately 60 individuals from the Government and development partner agencies. Competent service providers are invited to submit a proposal for consultancy services, as per enclosed Annex III, Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - a) Instructions to Offerors (Annex I)
 - b) General Conditions of Contract (Annex II)
 - c) Terms of Reference (TOR) (Annex III)
 - d) Proposal Submission Form (Annex IV)
 - e) Price Schedule (Annex V)
3. Your offer comprising of technical proposal and financial proposal, submitted separately, should reach the following address no later than Friday 21 August 2009.

Senior Operations Manager
Multi-Donor Support Programme / UNDP
Cambodian Rehabilitation and Development Board (CRDB)
Council for the Development of Cambodia (CDC)
Sisowath Quay
Phnom Penh
CAMBODIA

Fax: +855 (0)23 98 11 29
Email: chhin.samoeun@undp.org
4. Requests for additional information can be accepted by emailing chhin.samoeun@undp.org. We will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Queries and responses will be shared with all respondents who have indicated an intention to submit a proposal.

A handwritten signature in blue ink, appearing to read 'P. Courtnadge'.

Philip Courtnadge
Senior Adviser, MDSP

Instructions to Offerors

A. Introduction

5. General

This Request for Proposal (RFP) is designed to identify qualified and competent trainers / facilitators who can deliver competitively-procured services to UNDP Cambodia, and to the Council for the Development of Cambodia (CDC) in its capacity as the implementing partner of the Multi-Donor Support Programme for Aid Coordination. The services to be procured are to be consistent with the Terms of Reference (Annex III).

6. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

7. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

8. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address, or fax number indicated in the RFP cover letter, or by email (chhin.samoeun@undp.org). The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have acknowledged receipt of the Solicitation Documents.

9. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have acknowledged receipt of the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

10. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

11. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

12. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

13. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in Annex V of these Solicitation Documents, the prices of services it proposes to supply under the contract.

14. Proposal currencies

Prices shall be quoted in either United States Dollars or in any convertible currency.

15. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

16. Format and signing of proposals

Written (hard copy) proposals from the Offeror shall include two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

17. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

18. Sealing and marking of proposals

By post

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed to:

Senior Operations Manager
Multi-Donor Support Programme / UNDP
Cambodian Rehabilitation and Development Board (CRDB)
Council for the Development of Cambodia (CDC)
Sisowath Quay
Phnom Penh
CAMBODIA

and marked with “RFP for training in 'Managing for Development Results' in Cambodia”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clauses 11(a), 11(b) and 12 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note. If the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

By e-mail

Submission by email is acceptable. The Offeror shall attach two separate documents in an email as detailed below:

- (a) The email should be sent to: chhin.samoeun@undp.org, (cc to Philip.courtnadge@undp.org) with the subject header: **RFP for training in Managing for Development Results' in Cambodia.**
- (b) The first attached file shall contain the information specified in Clauses 11(a), 11(b) and 12 (*Proposal form*) above, with the file name “**1. Technical Proposal - RFP MfDR Cambodia**”.
- (c) The second attached file shall include the price schedule duly identified as such with the file name “**2. Financial Proposal - RFP MfDR Cambodia**”.

19. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **Friday 21 August 2009**, 1600 hours (local time, i.e. GMT + 7 hours).

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

21. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

22. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee jointly formed by the procuring UNDP entity and CRDB/CDC.

23. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

24. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

25. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

In the first stage, the technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

In the second stage, the price proposal of all contractors, who have attained a minimum 70% score in the technical evaluation will be compared.

The contract will be awarded to the Contractor scoring a highest combined weighted score, with the technical proposal carrying a 70% weighting and the price proposal given a weighting of 30%.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation	30%	300					
2.	Proposed Work Plan and Approach	40%	400					
3.	Personnel	30%	300					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm(s) / organisation(s) submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	75					
1.2	Litigation and Arbitration history	20					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, size of the firm / organisation, experience)	25					
1.4	Relevance of: <ul style="list-style-type: none"> - Specialised knowledge - Experience on similar initiative - Experience on projects in the region - Work for UNDP/ major multilateral/bilaterals 	180					
Sub-total 1		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Does the Offeror understand the task?	50					
2.2	Have the important aspects of the task (as per TOR) been addressed in sufficient detail?	70					
2.3	Are the different components of the project	40					

	adequately weighted relative to one another?						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	40					
2.5	Is the conceptual framework adopted appropriate for the task?	50					
2.6	Is the scope of task well defined and does it correspond to the TOR?	100					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50					
	Sub-total 2	400					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	General Qualification	30					
3.2	International Experience	35					
3.3	Facilitation / Training Experience	80					
3.4	Professional Experience in the area of specialisation	100					
3.5	Knowledge of the region	55					
	Sub-total 3	300					

F. Award of Contract

26. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award a contract for professional services to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned based on criteria identified in clause 25.

27. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

28. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

29. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next highest-scoring evaluated Offeror or call for new Proposals.

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other

equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities

under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17 PRIVILEGES AND IMMUNITIES

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

18 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under

protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

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

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20 MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21 OBSERVANCE OF THE LAW

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

22 AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Promoting a 'Managing for Development Results' Approach to the Joint Monitoring Indicators in Cambodia

Terms of Reference for Training

I. Background

The Joint Monitoring Indicators (JMIs) – see Annex III.I - identify a set of targets that support the Royal Government (RGC) and its development partners (DPs) in jointly setting objectives and planning activities that are required to successfully attain the national goals set out in the National Strategic Development Plan (NSDP) and Rectangular Strategy – Phase II.¹ Dialogue between Government and its development partners has identified the need to strengthen the management of the JMI process so that they can fulfil their potential to guide resource allocation, manage performance, promote mutual accountability and facilitate shared learning.

Part of the approach is to deliver training on 'managing for development results' concepts in November 2009. It is proposed that training be provided for TWG Chairs, secretariats and development partner facilitators as these are the main persons involved in managing the JMI exercise (about 60 persons in total). This Terms of Reference is therefore to guide the selection of consultants/trainers who can deliver this training.

II. The JMIs in the context of a 'managing for development results' approach

The JMI approach is implicitly based on results-based management concepts that have been introduced in the public services of many countries in recent years. The over-arching objective is to improve performance by 'managing for development results', and to promote the establishment and integration of systems that allow policy-makers to monitor progress, to learn from the experience of implementation by adjusting future plans and to be held accountable for performance. These approaches are at the heart of the principles articulated in the Paris Declaration. They therefore inform much of the partnership-based work undertaken in the 19 Technical Working Groups (TWGs) established by Government that emphasises the need to locate the JMI process in the core planning, programming and monitoring processes of Government.

III. Current status of the JMI process

JMIs represent an attempt to 'manage for results', linking the partnership-based actions at sector and thematic level to the NSDP and Rectangular Strategy – Phase II. There are currently 20 JMIs, one for each TWG and another on combating corruption. The JMIs supplement additional indicators and monitoring arrangements at TWG level, informing the partner dialogue that identifies strategic objectives, associated activities, resources, and indicators of implementation. While the broad range of JMIs and stakeholders involved makes generalisation difficult, the following challenges and constraints associated with the current system were identified during 2007-2008 and 2009-2010 JMI preparation and implementation:

- a) The actions associated with the JMI target is not at a sufficiently strategic or ambitious level to make a substantive contribution to attaining the desired target;
- b) Actions may vary between the provision of inputs, implementation of activities or the realisation of outputs and outcomes. Delegation to each TWG presents some risk that coverage of all strategic actions required to attain (and monitor) the NSDP goals at an aggregate level cannot be assured;
- c) Actions may not be sufficiently detailed or specific to enable indicators (either qualitative or quantitative) to be established and effectively monitored;
- d) Indicators associated with actions may not be measurable or verifiable, with complementary information and management systems often being inadequate;
- e) Multiple implementation responsibilities make implementation and monitoring more challenging as the action is not adequately incorporated into the workplan of the respective Government agency;

¹ All documents referred to in this Terms of Reference are available on <http://www.cdc-crdp.gov.kh/aid-management-documents.html>.

- f) The tendency to roll-over JMIs to a subsequent period without understanding why the target was not met and what needs to be done in a different way in order to meet the target in the following period implies that actions were not prioritised, that little policy learning has taken place, or that actions are not sufficiently integrated with workplans of responsible implementing agencies. In this regard the JMIs cannot be seen to be results-based tools for promoting performance or learning;
- g) The timeframe required for full implementation is often inconsistent with the period associated with the JMIs (approximately 18 months), resulting in either relatively minor one-off actions being identified or, at the other extreme, complex activities that are necessarily longer-term;
- h) Instead of being 'joint', JMIs have often been perceived as a form of conditionality, resulting in weak ownership and an absence of the associated principle of 'mutual accountability'; and
- i) Resources for implementation are often unspecified or not identified, undermining responsibility for implementation and a results-focus.

IV. Factors in promoting the effective use of JMIs

The JMIs must be regarded as much more than the identification of targets and the reporting of inputs, activities and outputs. The following observations may provide some criteria for success:

1. The role of leadership and partnership in goal identification, resource allocation and monitoring must be acknowledged, including to balance the twin goals of performance and learning.
2. Integration of JMI targets and activities in the action plans and work processes of the implementing agencies (and establishing systems that allow for routine monitoring as part of a more comprehensive approach to performance management within an agency or sector).
3. Investment in developing capacity to plan, implement and monitor all sector activity in a results-based manner to support learning and decision-making (as long as the JMIs are seen as a stand alone activity then there is some risk of them being managed in a parallel fashion).
4. The approach to JMI management within a particular sector must be viewed in the context of other on-going reforms and capacity development activities.
5. The merit of future JMI targets, activities and indicators must be gauged against 'good practice' criteria and the challenges previously experienced (see above).

V. Objective of JMI training in Cambodia

The objective for the training is to strengthen the JMI process. This will be achieved by equipping 60 Government and development partner officials with 'managing for results' skills and competencies in order to promote their use in the JMIs.

VI. Competencies of consultants / trainers

A team of consultants/trainers will be engaged for the development and delivery of this training programme. They will be required to demonstrate the competency of their institution as well as of the individuals nominated to support this exercise. Institutional and individual competencies, developed and demonstrated over a period of at least five years, should include expertise in the field of 'managing for results / results-based management' as well as in the delivery of training to Government officials in partner countries.

VII. Scope of work / content of training programme

1. The consultants will prepare a 2-day learning programme in 'Managing for Development Results'.
2. Training will be delivered in two consecutive courses to groups of 30 persons (i.e. over 4 days to 60 persons in total).
3. The consultants will base the training materials on the current set of JMIs but will also provide generic background and skills in 'managing for results' concepts.
4. The trainers will facilitate and/or deliver training sessions on the following
 - Introduction to concepts
 - a) Reflection on the JMI process to date (presented by participants, facilitated by trainers)
 - b) Principles of performance and results-based systems (identification of good practices)

Developing skills and systems

- c) Tools & approaches (e.g. brief discussion of log frames, results chains, baselines/indicators, performance frameworks)
- d) Integrating 'managing for results' in established work processes
- e) Information system criteria for monitoring and evaluation
- f) Use of JMIs as a planning/budgeting, performance and learning tool
- g) Leadership and management arrangements (ownership & partnership)

Capacity development issues

- h) Getting ready to use results-based approaches – assessing capacities
- i) Capacity for analysis to promote learning and to inform future planning

5. The trainers will:

- a) Develop and provide learning materials to course participants.
- b) Develop an end-of course evaluation exercise.
- c) Deliver an end-of training report that assesses evaluation feedback, incorporates the trainers own observations and highlights future activities, opportunities and proposals to further strengthen the JMI process.

VIII. Outputs / Deliverables

The following outputs and timelines are anticipated:

Output	Schedule
1. Production of training materials	1 October 2009
2. Delivery of training (in Cambodia)	4 consecutive working days in period 16-27 Nov 2009
3. Final report on training	11 December 2009

The training (stage 2) will be delivered in Cambodia (logistics and training facilities to be provided by the Government). The first and third stages can be undertaken from the home location of the trainers/consultants. Stage 2 is not expected to require more than 6 working days in Cambodia. The total estimated period to design/deliver the training is approximately 10 working days.

IX. Management arrangements

A team of consultants/trainers is to be engaged for this training exercise. They will be contracted by UNDP but managed by the Cambodian Rehabilitation and Development Board of the Council for the Development of Cambodia (CRDB/CDC), the Government agency responsible for the execution of the UNDP-supported Multi-Donor Support Program.

Joint Monitoring Indicators for 2nd CDCF Meeting (4-5 December 2008)
To be implemented and monitored in the period between the second and third meeting of the CDCF

Target	Action Needed	Responsible Government Institution	Concerned TWG	Resource Required to Achieve Target	
				Amount	Source
Implementation and Management of the National Strategic Development Plan (NSDP)					
1. Implement MPSP with coordinated EDP support	1. MOP prepares a 2009 operational plan to implement the MPSP and EDPs provide to MoP an updated comprehensive mapping of existing EDP support (including e.g. a complete list of all EDP-supported project for MOP) and the completion status of the currently-conducted institutional capacity assessment and need/gap identification for MOP.	MOP	TWG-PPR	See MPSP	RGC budget and EDP support
2. National aid effectiveness priorities are implemented and monitored in the context of a partnership-based approach to the NSDP	<p>1. For the Royal Government, to consult internally and at a high level to identify a number of realistic, achievable and verifiable actions at central level and associated with identified sectors to ensure progress in advancing national aid effectiveness priorities and in meeting their international commitments</p> <p>2. For development partners, to consult internally and with their capitals/ headquarters at a high level (in light of the HLF on Aid Effectiveness), and with one another, to identify a number of realistic, achievable and verifiable actions that will ensure progress in advancing national aid effectiveness priorities and in meeting their international commitments; and</p> <p>3. For both the Royal Government and development partners, to come together in the first quarter of 2009 to negotiate a limited number of practical and verifiable actions that are based on the H-A-R Action Plan and represent a consensus for joint action.</p>	CRDB/CDC	TWG-P+H		MDSP
NSDP Social Sector Priorities					
3. Increase promotion rate of students in primary education from 78.6% in SY2006-07 to 84% in SY 2008/09	<p>1. Reducing the percentage of incomplete schools from 21% in SY 2007/08 to 18% in SY 2008/09 and deploying 95% of newly trained teachers to under-staffed schools and in remote areas.</p> <p>2. Revising grade promotion regulation and ensuring implementation of the regulations in education programs supported by development partners.</p>	MOEYS	TWG-Education		
4. Increase the proportion of deliveries attended by skilled health personnel in the public sector to 50% by December 2009	<p>1. Recruitment and deployment of at least 79 midwives for 79 health centres that do not yet have any midwife by the end of 2009</p> <p>2. Provide salary incentives to midwives including to endorse the adapted midwife salary scale and compensation payments for professional related health risks as proposed by MoH. These are to be endorsed at a full session meeting of the Council of Ministers.</p>	MOH	TWG-Health		

Target	Action Needed	Responsible Government Institution	Concerned TWG	Resource Required to Achieve Target	
				Amount	Source
	3. MOH and Health Partners commit to increase both Government and total Health Partner funds to RMNCH in 2009, and to ensure that these resources are reflected in Annual Operational Plans at all levels.				
5. Enhanced national response to HIV/AIDS epidemic	Increase the percentage of HIV-positive pregnant women who received anti-retrovirals from 30% to 40% by 2009 to reduce the risk of mother-to-child transmission	National AIDS Authority	TWG-HIV/AIDS		
6. A coherent and well-coordinated approach to mitigate the impacts of high food prices on household food security, and priority actions are implemented and regularly updated.	An integrated monitoring system to follow up the impact of high food prices on household food security is set up.	CARD	TWG-FSN	US\$25,000	ADB, WFP, FAO, UNICEF, WHO, EU
NSDP Economic Sector Priorities					
7. Progressive implementation of the Strategy for Agriculture and Water	<ol style="list-style-type: none"> 1. Completing the design of National Programs 2, 3 and 4 by December 2008; 2. Completing the design of National Programs 1 and 5 by June 2009; 3. Implementation mechanisms (including management and funding arrangements) are designed and operational by June 2009; 4. SAW providing strategic framework for all RGC and DP activities in agriculture and water sector; 5. Continue to improve donor and government coordination: Ensure relevant stakeholders have up to date information on donor and government activities in the agriculture and water sectors by updating the project database on the TWGAW website twice each year (January and July) drawing data on donor activities from Cambodia ODA Database. 	MAFF MOWRAM	TWG-AW		
8. Implement the legal framework established by the Land Law	<ol style="list-style-type: none"> 1. Indigenous communal land: <ol style="list-style-type: none"> a) A sub-decree on the procedures for registration of lands of indigenous people's communities is adopted in 2009 and a fully financed work and staffing plan is in place for scaling up indigenous communal titling to the communities b) Interim protective measures to safeguard communal land are evaluated 2. Land tenure - urban poor: <p>A <i>Housing Policy</i> that includes the provision of secure land tenure for the urban poor is drafted with high priority and given as input into the Comprehensive Land Sector Policy ("White Paper").</p> 3. Land management: <p>A <i>Spatial Planning Policy</i> that spells-out the hierarchy of land use planning and zoning is drafted and given as input into the Comprehensive Land Sector Policy</p> 	CLP, MOI CLP, MLMUPC, PHN Provincial Governor's office MLMUPC, CLP	TWG-Land		For piloting: GTZ/DANIDA For full implementation DPs still to be decided LA-SSP DPs LA-SSP

Target	Action Needed	Responsible Government Institution	Concerned TWG	Resource Required to Achieve Target	
				Amount	Source
	("White Paper"), including a legal framework to support the implementation				DPs
9. With the aim of stopping the loss of Cambodia's forest resources responding to CMDG and Rectangular Strategy to support Sustainable Forest Management for rural poverty reduction and climate change mitigation. The legal frameworks established by the Forestry Law, Protected Area Law, Land Law, Mining Law, and in particular the Sub-Decree on Economic Land Concessions must be fully implemented at all levels of Government agencies, whilst prioritizing the finalization of National Forest Program and Community Forestry development.	<ol style="list-style-type: none"> 1. Implement all provisions of the applicable laws and regulations, including establishing and making public the log book of Economic Land Concessions, Mining Concessions and other concession forms under the jurisdiction of MAFF, MoE, MIME. 2. At least 1,000 Km of forestland boundary and two more protected areas demarcated both on the map and ground. 3. At least 100 Community Forestry Sites and 10 Community Protected Areas officially approved. 4. Finalize and approve the National Forest Program in September 2009; and start its implementation by the end of 2009. 	<p>MAFF, MOE, MIME</p> <p>FA, MAFF, MOE</p> <p>FA, MAFF, MOE</p> <p>FA, MAFF</p>	TWG-F&E	<p>\$720,000</p> <p>\$1,100,000</p> <p>\$200,000</p>	<p>MDLF, Others</p> <p>MDLF, Others</p> <p>MDLF, Others</p>
10. Take appropriate action to reflect the priorities of the Fisheries sector to improve the livelihoods of rural communities in commune, district and provincial development plans as well as donor funding levels.	<ol style="list-style-type: none"> 1. At least 80% of the FiA Annual Plan funded by development partners through Sector Wide Programmatic support by end of 2009. 2. CamCode agreed, approved and operational by end of 2009. 	MAFF	TWG-Fisheries		
11. Casualty rate drops by 50 from previous year, and a decrease 7-10% of contaminated mine/ERW land	<ol style="list-style-type: none"> 1. Ensure the implementation, monitoring, and evaluation of existing mine action/ERW policies, action plan and the development of a coherent 10 years National Strategy for Mine Action. 2. Implement the Strategic Budget Plan 2009-11 in order to reduce fragmentation and overlap 3. Improve the quality and accuracy of data available on DP contributions to allow for more effective sectoral planning 	CMAA	TWG-MA	<p>\$2.9 Millions</p> <p>\$22 Millions</p>	<p>RGC</p> <p>DP</p>
12. Create an enabling environment for the development of the private sector	<ol style="list-style-type: none"> 1. Make progress in the legal agenda to improve the enabling environment for the private sector (list to be agreed based on list from the think tank on legal reform; appropriately reviewed by the private sector through the Working Group on Law, Tax, and Governance) 2. Adopt a 3-year rolling plan of trade-related reforms ("Trade SWAP"), with a detailed inter-ministerial action plan, a strong monitoring framework, and with indication of harmonized DP support 	<p>CDC, MEF, MoC</p> <p>MOC, MEF, MIME, MAFF, CDC, MOH</p>	TWG-PSD		

Target	Action Needed	Responsible Government Institution	Concerned TWG	Resource Required to Achieve Target	
				Amount	Source
NSDP Infrastructure Sector Priorities					
13. Sustainability and Safety of National Road Network	<ol style="list-style-type: none"> 1. Preservation of Road Asset by <ol style="list-style-type: none"> a) Improvement of Road Maintenance Mechanism b) Improvement of Overload Control Program 2. Implementation of Initial Road Safety Awareness Program 	MOPWT	TWG-IRI	US\$ 0.23 mil	Initial budget financed by ADB/RAMP
14. Increase use of improved sanitation, hygiene and drinking water supply, especially in rural areas	<ol style="list-style-type: none"> 1. To increase improved water supply services for 50% of the rural population and adequate sanitation services for 30% of rural population by 2015 in CMDG target; and 2. To increase improved water supply services for 40 % of rural people and adequate sanitation services for 20 % of rural population by 2011 in NSDP target. 	MRD	TWG-RWSSH		
NSDP Governance and Cross-Sectoral Priorities					
15. Improving the quality and delivery of public services	<ol style="list-style-type: none"> 1. Deployment of performance and accountability instruments through the implementation of Special Operating Agencies (SOAs), Priority Mission Groups (PMGs), and Merit Based Performance Initiatives (MBPIs) 2. Approval of policies relating to HRM, HRD, Deployment and Capacity Development. 	CAR	TWG-PAR		
16. Establish a well functioning, transparent and accountable legal and judicial system that protects individual rights as defined in the Constitution	<ol style="list-style-type: none"> 1. LJRS Strategic Objective 2. Complete the drafting and approval of the four remaining fundamental Laws (Penal Code, Law on the Statute of the Judges, Law on Court Organization and Functioning, Law on the Amendment of the Law on the Organization and Functioning of the Supreme Council of the Magistracy). 2. Implementation of the framework for legal and judicial reform through <ol style="list-style-type: none"> a) implementation of court registers in all four model courts b) Ongoing training of judicial professionals to improve the supply of judicial services and the functioning of the courts. 	MOJ	TWG-LJR	2a) tbd from model court business plans	1. MoJ, France 2a) MOJ, AusAID, Danida, UNICEF, USAID 2b) MOJ, RAJP, JICA, France
17. Combat corruption	<ol style="list-style-type: none"> 1. After approval of the Penal Code, finalize and approve the draft Anti-Corruption Law based on best international practices, and submit to the National Assembly and Senate for approval. 2. Prepare an implementation plan to enforce and manage the implementation of the Anti-Corruption Law. 	COM	LJR-TWG		

Target	Action Needed	Responsible Government Institution	Concerned TWG	Resource Required to Achieve Target	
				Amount	Source
	<ul style="list-style-type: none"> 3. Disseminate information on reported cases on corruption and conviction on semi-annual basis. 4. Develop a clear policy framework on Access to Information. 				
18. Preparations made for the full implementation of the RGC's Strategic Framework for Decentralization and De-concentration (D&D) reforms	<ul style="list-style-type: none"> 1. New provincial councils and district councils established based on the enacted Organic Laws by end 2009. 2. National program for D&D designed, modalities developed, approved, resourced and completed by end 2009. 	NCDD	TWG-D&D		
19. Continue implementation of Stage 2 of the PFM Reform Program with the objective of improving accountability for effective financial management.	<p>Continue implementing the PFMRP by:</p> <ul style="list-style-type: none"> a) Implement and monitor stage 2 consolidated action plan; and b) Achieve agreed milestones and indicators under stage 2 performance monitoring framework. 	MEF, LMs	TWG-PFM		
20. Adopt laws and sub-decrees and relevant legal documents, and implement plans against all forms of violence and exploitation against women and children, according to international standards	<ul style="list-style-type: none"> 1. Sub-decree on the administrative decision on domestic violence revised and adopted and a working group established for training and implementation of the Sub-decree. 2. A common framework for monitoring the enforcement of the Law on suppression of human trafficking and sexual exploitation developed. 3. National Action plan to combat violence against women revised and adopted. 4. Policy and legislation on labour migration reviewed. Specific targets include: Adopt comprehensive Strategy Paper on Migration that links Migration with Trafficking, Smuggling and the Labour Law Reform and closes existing legal gaps to enhance legal protection of migrants. 	<p>MOI with MOWA</p> <p>MOI with MOWA</p> <p>MOWA with Interministerial Group</p> <p>MOI, MOLVT, MOJ with MOWA</p>	TWG-Gender		

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule in a separate envelope from the rest of the RFP response as indicated in Section D paragraph 18(b) of the Instruction to Offerors (Annex I).

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes (see paragraph 18 of Annex II).

The currency used should preferably be United States Dollars. Where a different currency is used this must be clearly stated. For the purposes of proposal evaluation all financial proposals will be converted into US Dollars at the UN effective rate of exchange applicable on the day of the evaluation. For the purposes of contract payment the UN effective rate of exchange will be used as applicable on the day of payment.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

[Note: The format shown below should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.]

Price Schedule for Provision of Partnership Facilitation Services in Cambodia

Currency used:

	Description of Activity/Item	Unit cost	Number of units	Total amount
1.	Remuneration			
1.1	Services in home office			
1.2	Services in field			
	sub-total 1			
2.	Other			
2.1	Communications			
2.2	Reproduction and Reports			
2.3	Equipment and other items			
	sub-total 2			
	GRAND TOTAL			

Note. Travel will be reimbursed at cost. DSA for in-country work will be paid at UNDP rates. Estimates of these unit inputs should therefore be listed separately.