



REQUEST FOR PROPOSAL (RFP)

For UN PBF Mid-term Baseline Survey in Autonomous Region of Bougainville

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| NAME & ADDRESS OF FIRM | DATE: July 25, 2017 |
| | REFERENCE: RFP/UNDP –PBF01-17 |

Dear Sir / Madam:

We kindly request you to submit your Proposal for **UN PBF Mid-term Survey in Autonomous Region of Bougainville**

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

Proposals may be submitted on or before Monday, July 31, 2017 and via email or courier mail to the address below:

United Nations Development Programme
Level1, UN Haus, Section 23, Allotment 10
Buka Town,
Autonomous Region of Bougainville
Papua New Guinea
Att: Tirnesh Prasad
tirnesh.prasad@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Tirnesh Prasad
Operations Manager
UNDP Bougainville

Description of Requirements

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| Context of the Requirement | <i>UN PBF Mid-term Survey in the Autonomous Region of Bougainville</i> |
| Implementing Partner of UNDP | Government of Bougainville and Government of Papua New Guinea |
| Brief Description of the Required Services ¹ | <i>UN PBF Mid Term Survey in the Autonomous Region of Bougainville</i> |
| List and Description of Expected Outputs to be Delivered | Refer Annex 4 for detail information |
| Person to Supervise the Work/Performance of the Service Provider | <i>UN PBF Coordinator and ARR Governance through the National PBF M&E Officer UN PBF Coordinator through the National PBF M&E Officer</i> |
| Frequency of Reporting | <i>As and when required</i> |
| Progress Reporting Requirements | As and when required |
| Location of work | Field work in Bougainville, and if necessary, may be required to cover Port Moresby. |
| Expected duration of work | 8 weeks - Refer Annex 4 for detail information |
| Target start date | Refer Annex 4 for detail information |
| Latest completion date | Refer Annex 4 for detail information |
| Travels Expected | Please provide details of travel plan including cost and days to spend in each part of Bougainville as part of your financial proposal. |
| Special Security Requirements | <input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input checked="" type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance |
| Facilities to be Provided by UNDP (i.e., must be | N/A |

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

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| excluded from Price Proposal) | |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | <input checked="" type="checkbox"/> Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | <input checked="" type="checkbox"/> Required |
| Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency (PGK) |
| Value Added Tax on Price Proposal ² | <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals (Counting for the last day of submission of quotes) | <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. |
| Partial Quotes | <input checked="" type="checkbox"/> Not permitted |
| Payment Terms ³ | Detailed in Terms of Reference in Annex 4. Within thirty (30) days from the date of meeting the following conditions: <ul style="list-style-type: none"> a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. <p>Liquidated Damages will be imposed under the following conditions: If the supplier fails to supply the specified services within the time period(s) stipulated by the purchase order and contract, the UN purchasing authority shall, without prejudice to its other remedies under the purchase order, deduct from the purchase order price, as liquidated damages a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each additional day of delay until actual delivery, up to a maximum deduction of 10 per cent of the purchase order price. Once the maximum is reached, the UN purchasing authority may consider termination of the purchase order.</p> |

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

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

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| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | PBF Coordinator and ARR Governance through the National PBF M&E Officer |
| Type of Contract to be Signed | <input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services or Institutional Contract (Subject to final contract value) |
| Criteria for Contract Award | <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal | <p><u>Technical Proposal (70%)</u></p> <p>a) <i>Company profile, including business registration and any other relevant information to assist with proposal evaluation</i> (10 points);</p> <p>b) The qualifications and competence of the personnel proposed for the assignment for a total of (25 points); and</p> <p>c) The approach in implementing the tasks described in the Statement of Work (15 points).</p> <p>d) The schedule of engagement, assessed in terms of its responsiveness to the schedule requirements of UNDP (20 points)</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p> |
| UNDP will award the contract to: | <input checked="" type="checkbox"/> One and only one Service Provider |

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| Annexes to this RFP ⁴ | <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Indicative List of PBF Indicators for External Project Mid-term Survey (Annex 5) |
| Contact Person for Inquiries (Written inquiries only) ⁶ | <p><i>Tirnesh Prasad</i> <i>Operation Manager UNDP Bougainville</i> tirnesh.prasad@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> |
| Other Information: Please specify | |

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

| Description of Activity | Remuneration per Unit of Time | Total Period of Engagement | No. of Personnel | Total Rate |
|-----------------------------------|--------------------------------------|-----------------------------------|-------------------------|-------------------|
| I. Personnel Services | | | | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Field Offices | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 3. Services from Overseas | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| II. Out of Pocket Expenses | | | | |
| 1. Travel Costs | | | | |
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |
| 6. Others | | | | |
| III. Other Related Costs | | | | |

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employee's officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

19.0 CHILD LABOUR

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the

Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference
UN PBF Mid-term Survey in the Autonomous Region of Bougainville

A. Background

The Autonomous Region of Bougainville (ARoB) is an autonomous region within the independent state of Papua New Guinea (PNG). The Bougainville conflict is rarely spoken about, yet it provides enormous insight into the role and impact of extractive industries and geopolitical interests on the environment and socio-economic and political dynamics. Throughout the 1990's Bougainville suffered a secessionist conflict officially called the "Bougainville Crisis." The bloody conflict lasted for twelve years until a ceasefire was negotiated which gave birth to the signing of the Bougainville Peace Agreement (BPA) in 2001. To implement the BPA, the Autonomous Bougainville Government (ABG) was set up as an interim government to drive the peace process in accordance to the laws, policies and strategies passed by the Bougainville House of Representatives. The United Nations has been one of the key international partners in peacebuilding efforts from the beginning, having played an active and important role in supporting the ABG and partners to implement the BPA.

The UN continues to support peacebuilding efforts in Bougainville, through the UN Peacebuilding Fund (UN PBF) Programme. The UN Secretary-General declared PNG eligible for PBF support in 2013, which was followed by a comprehensive peace and development analysis and priority planning. This resulted in a Peacebuilding Priority Plan approved by the Government of PNG, Autonomous Bougainville Government and the UN. The Priority Plan was allocated a total of USD7.3 million and aims to address three main priorities, namely;

- Relationship and trust between PNG Government and ABG are strengthened to contribute to effective implementation of autonomy arrangements and of the Bougainville Peace Agreement;
- People of Bougainville are empowered to make informed choices at the Bougainville referendum and to have increased confidence in the BPA process through access to more objective and accurate information and to fora for dialogue and debate on key peacebuilding issues, both within communities and with their political leaders; and
- Community social cohesion and security in Bougainville are strengthened through opportunities to deal with conflict-related trauma effectively and resolution of local disputes peacefully as well as through better access to information to access appropriate post-conflict services/support.

Three projects were developed and approved to implement the Priority Plan with funds transferred to the UN Agencies in August 2015. These three projects are due to be completed at the end of 2017.

In addition to these projects, the UN PBF also approved funding (USD1.4 million) for two additional projects under its Immediate Response Facility (IRF) that focus on transforming gender norms to increase gender responsiveness at the community and political level with the aim of strengthening women's role in peacebuilding.

To better implement and coordinate PBF funded activities, a PBF Secretariat was established in Buka. Its tasks include establishing early warning mechanisms, monitoring progress against the Priority Plan indicators and providing continuous support to the Joint Steering Committee (JSC) which oversees the overall implementation of the PBF, the Peacebuilding Support Office in New York, which manages the Peacebuilding Fund, and the implementing agencies that implement the PBF through programmatic activities.

One of the important tasks of the Secretariat is to ensure collection of data for the Peacebuilding Priority Plan and project outcome indicators, starting with the conduct of a baseline survey and compilation of baseline indicators. The Priority Plan indicators are a combination of political level indicators, focussed on the views of parliamentarians and government as well as community level indicators, focussed on various members of the communities in Bougainville. As such, the collection of data will be predominantly focussed on the Autonomous Region of Bougainville with a few indicators also focussed on the views of the Government of Papua New Guinea, including the Parliament and the key institutions focussed on Bougainville affairs. It should be noted that some of the baseline indicators already exist and are being compiled by the PBF M&E Officer. Annex 5 provides the Indicative List of Indicators to be collected by the independent institution under this contract.

B. Objective

To enable measurement of progress against expected results outlined in the Peacebuilding Priority Plan and the three PBF projects against their respective Result Frameworks, a joint M&E Plan was developed by the PBF Secretariat in consultation with the UN implementing partners and government counter-parts. One of the first tasks in operationalizing the M&E Plan is to conduct a baseline study. This has already been conducted and a report produced. The baseline report will be made available to whoever who is awarded the contract to carry out this mid-term. Apart from knowing the progress of project implementation from the baseline, the mid-term survey is also an avenue to provide the population of Bougainville with a voice with regards to their situation and a means of feeding their views back to their authorities and development partners, through the PBF Secretariat, hence creating and strengthening a loop of communication and mutual accountability.

Independent data collection was intended to take place at three moments in the life span of the Priority Plan, i.e. the baseline report (June 2016); progress report (July 2017); and end of project report (around December 2017). Depending on the outcome of the mid-term survey, the performance of the institution and its interest to be involved in the follow-up exercise, the UN may negotiate a follow-up contract extension to cover the last survey exercise for the same or similar list of indicators and the same population sample.

B. Deliverables

(i) Activities and Responsibilities

The institution which will be contracted will work with the PBF Coordinator through the PBF M&E Officer to execute the following tasks:

(ii) Preparations

- Review the indicators for which the mid-term survey will respond to, with the support of the PBF M&E officer, help ensure that they are SMART and ready for collection of mid-term progressive data.
- Review methodology used in the Baseline report to guide development of this survey's methodology for the collection of data and sample size of population to be covered, ensuring views of women, youth and any other specific stakeholders or vulnerable groups are sufficiently represented and data disaggregated along these lines.
- Review Baseline questionnaires to guide development of the Mid-term Perception Survey questionnaires
- Identification of local data collection team for Bougainville and Port Moresby, and training on the process of data collection.

(iii) Data Collection

- Undertake a small pilot of survey(s) as a test to ensure the questions are well understood and interpreted in the right way before the survey teams cover the whole sample.
- Establish teams of data collectors to conduct the survey in Bougainville as per the sample size.
- Supervise and quality assures data collection.
- Clean and compile raw data gathered in different locations.

(iv) Analyze & Report

- Analyze data compiled and finalize mid-term progress against the survey indicators in the PBF M&E Plan.
- Develop a short baseline report of the methodology and key findings including any challenges and recommendations to guide future implementations of such surveys.

The whole exercise is estimated to take about 8 weeks but the duration can be adjusted a little, based on the approved proposal and its methodology.

| Results | Weeks after signing contract |
|---|-------------------------------------|
| Develop a methodology for the collection of data and sample size of population to be covered. | Weeks 1 & 2 |
| Identification of local data collection team, grouped into 2 groups, trained on the process of the data collection. | Weeks 1 & 2 |
| Develop specific perception questionnaires for the survey | Weeks 1 & 2 |
| Testing of questions | Week 3 |
| Data collection for perception survey and entering of the survey's raw data | Weeks 4 - 6 |
| Analyze data gathered and prepare findings to be inserted in the PBF M&E Plan and the Mid-term survey report | Week 7 |
| Final amendments following feedback from stakeholders including PBF | Week 8 |
| Copy of Final Report, Updated M&E Plan and Database of Raw Data to be submitted to PBF | Week 8 |

C. Documentation/data/information/guidelines that will be available at the beginning of the contract

- Peacebuilding Priority Plan
- 3 PBF Project documents
- June 2017 Progress reports on the projects and the Priority Plan
- PBF M&E Plan for all the projects and the Priority Plan estimated population size by district
- PBF Baseline Report
- List of indicators for data collection
- A list of proposed questions to assist in finalizing the methodology
- A list of local data collectors previously trained and used who may be used for this exercise.

D. Institutional Arrangement

(i) Supervision and reporting

The mid-term review exercise will be executed under the direct supervision of the PBF Coordinator through the M&E Officer in Bougainville with the oversight of the UNDP Assistant Resident Representative (Governance). The institution contracted will report on fortnightly basis on work progress, and will work in close liaison with the PBF Secretariat all through the duration of the exercise.

E. Duration of Work

The contract days are estimated at 8 weeks for the Team Leader specialist and for his team (although the exact number of days and team composition is to be proposed by the bid and in accordance with the deliverables in these TORs). The work schedule proposes the duration of work within this timeframe immediately after the contract is signed. The work is estimated to commence no later than mid August 2017.

Timing of roles and responsibilities

| Activities/Weeks | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|--|---|---|---|---|---|---|---|---|
| Preparation | | | | | | | | |
| Develop a methodology for the collection of data and sample size of population to be covered. | x | x | | | | | | |
| Identification of local data collection team, grouped into 2 groups, trained on the process of data collection | x | x | | | | | | |
| Develop specific perception survey questionnaires. | x | x | | | | | | |
| Data Collection | | | | | | | | |
| Test questionnaires | | | x | | | | | |
| Survey Data collection and entry of raw data. | | | | x | x | x | | |
| Analyze & Report | | | | | | | | |
| Analyze data gathered and prepare findings to be inserted in the PBF M&E Plan and the Mid-term survey report | | | | | | | x | x |
| Final amendments following feedback from stakeholders including PBF | | | | | | | | x |
| Copy of Final Report, Updated M&E Plan and Database of Raw Data to be submitted to PBF | | | | | | | | x |

F. Geographical Area

The Autonomous Region of Bougainville has (3), regions, (13) districts and (43) COEs in total. Decision on the specific location of the survey questionnaires will be proposed by the institution and agreed with the PBF

Secretariat on the basis of the methodology and the proposed sample size. The Secretariat envisages representation of the three regions for this exercise, as well as specific focus on Buka and the Government (with a couple of questions potentially focused on Port Moresby and the national government).

G. Education & Experience

(i) Structure

The consultancy is envisaged to be provided by an NGO, a research institute or a consultancy firm that is specialized in research, statistical work and surveys (design, tools, data collection & analysis), preferably in the field of peacebuilding and governance, with operating experience in volatile areas, with good knowledge of and networks in Bougainville, and with possibility to assemble a field team quickly in Bougainville (with the support of the UN which will provide a list of possible local team members). The structure should have a good understanding of the sensitivities and risk management strategies concerning surveys which deal with political and peacebuilding issues. The structure should also have a very solid knowledge of gender issues and of monitoring and survey methodologies which adequately take into account women's views as well as the views of any other vulnerable groups relevant to the exercise.

(ii) Desired team composition and qualification/experience required

Experience: The team leader should have a minimum of 7 years of experience in monitoring and evaluation and research, including survey design and conduct, data analysis and training and supervising teams. Good understanding of issues of peacebuilding and governance and experience in Bougainville are highly desirable, given the sensitivities of such surveys.

Training: Hold a university degree (Bachelor or Master), preferably in social sciences, statistics, demography, political science, law, international relations, public administration or economics and a thorough knowledge of qualitative methodologies.

The team leader may be assisted by another statistician and the rest of the team will consist of an experienced and trusted local data collection team, which can have access to communities in a sensitive and politicized context of peacebuilding.

H. Scope of Price Proposal and Schedule of Payments

The contract price is a fixed price based on the results, with the length of service being approximate.

The budget submission should include all costs to allow the implementation of activities provided for in Sections C and F, such as professional fees for team members, travel expenses, attachments, multiplication of survey questionnaires, etc.

The payment schedule will be directly related to the deliverable submissions and progress report after the Mid-term Report is completed and certification by the PBF Coordinator is done.

| Activities/Weeks/Days | Duration | Amount | Weeks (%) |
|--|------------|-----------|-----------|
| Tranche 1 | | | |
| Develop a methodology for the collection of data and sample size of population to be covered. | Week 1 & 2 | Tranche 1 | 50% |
| Identification of local data collection team, grouped into 2 groups, trained on the process of data collection | Week 1 & 2 | | |
| Develop specific perception survey questionnaires | Week 1 & 2 | | |
| Tranche 2 | | | |

| | | | |
|---|-------------|-----------|------|
| Test questionnaires | Week 3 | Tranche 2 | 30% |
| Data collection and entry of raw data | | | |
| Tranche 3 | | | |
| Analyze data gathered from the baseline and set baseline | Weeks 4 – 6 | Tranche 3 | 20% |
| Final amendments following feedback from stakeholders including PBF | Week 7 | | |
| Submission of Mid-Term Survey report on methodology, findings and recommendations, including a copy of the updated PBF M&E Plan and the database of the survey’s raw data | Week 8 | | |
| TOTAL | | | 100% |

I. Recommended Presentation of Offer

To generate tenders whose content will be in a uniform manner and to facilitate comparative analysis, it is best to make recommendations regarding the content and preferred submission of bids to be filed and the format/order of presentation.

Tender proposals must include:

- Technical proposal with:
 1. highlights of the relevant expertise of the team and understanding of the TORs (Provide CV's);
 2. details of approach and methodology proposed for the mid-term public perception survey data collection, entry, analysis and reporting
 4. work plan outline with composition of the proposed team.
- Financial proposal (as per format in annex 2 above)
- Any other documentation required such as instructions to bidders including specifications.

J. Criteria for selection of the Best Offer

Selection will be made with a scoring method that combined the skills and methodology will receive a maximum weighting of 70% and will be combined with the price offer which will receive a maximum weighting of 30%.

Attachment 1

| | |
|---|--|
| Indicative List of PBF Indicators for External Project Mid-term Survey extracted from the PBF M&E Plan⁹ (Note: These represent a combination of indicators from the Priority Plan and from the individual projects) | |
| Output 1.3 | Output Indicator 1.3.2 |
| Increased understanding by the Government and the civil servants of the BPA provisions and intentions. | Level of understanding of BPA key provisions by civil servants and MPs |
| Project Outcome 2 (b) | Outcome Indicator 2.1 |
| The national and Bougainville Parliaments have a shared understanding of the BPA and the Referendum provisions and the effectiveness of the Bougainville Parliament is strengthened, in line with the 2013 Autonomy Review findings. | Level of Bougainville parliament capacity to perform its role effectively |
| | Outcome Indicator 2.3 |
| | Level of confidence by Bougainville population in ABG Parliament's capacity and willingness to engage with the population on key issues. |
| Output 2.1 | Output Indicator 2.1.2 |
| Strengthened capacity of the Bougainville Parliament to fulfil its functions under the Autonomy Arrangements and the good governance provisions of the BPA. | Level of usage of Parliamentary Website |
| Output 2.2 | Output Indicator 2.2.2 |
| Bougainville Parliament and PNG Parliament are aware of respective roles and responsibilities regarding the referendum and regularly exchange views on the BPA. | Number of parliamentarians who participate in a learning exchange with another country on BPA relevant lessons learned become champions of peace. |
| | Output Indicator 2.2.3 |
| | Number of parliamentarians who become champions of peace |
| PPP Strategic Outcome 2 | PP Indicator 4 |
| People of Bougainville are empowered to make informed choices at the Bougainville referendum and to have increased confidence in the BPA process through access to more objective and accurate information and to fora for dialogue and debate on key peacebuilding issues, both within communities and with their political leaders. | Number of political factions signing up to MOUs with ABG and ABG Meeting its commitments. |
| | PP Indicator 5 |
| | Participation of women and youth in dedicated fora on peacebuilding with their views shared with ABG parliament and inter-parliamentary committee. |
| | PP Indicator 6 |

⁹ This list will be reviewed with the institution following the conclusion of the contract to ensure the indicators are SMART and verify if any adjustments need to be made.

| | |
|--|---|
| | Level of understanding and confidence of BPA provisions by the Bougainville population and political leaders. |
| Project Outcome 2 (b) | Outcome indicator 2.2 |
| The key Bougainville Peace Agreement (BPA) provisions on autonomy arrangements and on the referendum, are progressed through joint decisions and actions of the PNG Government and the ABG. | Participation of women and youth in dedicated fora on peacebuilding with their views shared with ABG parliament and inter-parliamentary committee. |
| | Outcome Indicator 2.3 |
| | Improved understanding and confidence of BPA provisions by the Bougainville population and political leaders. |
| Output 2.3 | Output Indicator 2.3.1 |
| Increased understanding of and confidence in the BPA processes by the Bougainville population, including key targeted sub-sections | Level of access and use of public information on the BPA and Referendum by District Peace & Security Committees, Ex-combatant groups, youths & women. |
| Output 2.4 | Output Indicator 2.4.1 |
| Horizontal communication channels that provide information about BPA processes and Referendum between audiences which increase trust within and between communities, and of vertical channels between audiences and information providers such as the government or the Referendum entity. | Types of fora in place to support awareness and outreach on the BPA and referendum. |
| | Output Indicator 2.4.2 |
| | Types and number of stakeholders involved in the development of materials and discussions on the quality of information on BPA. |
| PPP Strategic Outcome 3 | PP Indicator 7 |
| Community social cohesion and security in Bougainville strengthened through opportunities to deal with conflict-related trauma effectively and resolution of local disputes peacefully as well as through better access to information to access appropriate post-conflict services and support. | Level of understanding of services available for conflict related trauma issues. |
| | PP Indicator 8 |
| | Level of access to trauma healing services by population who needs it |
| | PP Indicator 9 |
| | Level of satisfaction by the population who access trauma healing services |
| | PP Indicator 10 |
| | Level of community integration by ex-combatants. |
| Output 3.1 | Output Indicator 3.1.1 |
| Services addressing trauma healing, reconciliation and social cohesion are coordinated and accessible to beneficiaries in the three regions of Bougainville. | Working groups focusing on service provision on trauma healing, reconciliation and social cohesion convened and functional. |
| Output 3.2 | Output Indicator 3.2.1 |
| Increased capacity of the ABG and key partners to implement activities on peace, security, social cohesion and reconciliation. | Number and types of stakeholder's disaggregated by age, sex trained on roles and responsibilities. |
| | Output Indicator 3.2.2 |
| | Level of satisfaction by the stakeholder trained on peace, security, social cohesion and reconciliation. |
| Output 3.3 | Output Indicator 3.3.1 |

| | |
|---|---|
| Increased understanding by youths on human rights, peacebuilding and conflict prevention to contribute to community development, peace and social cohesion. | Number of problematic and peace threatening youths (both male and female) identified by the community in the 3 Regions displaying positive behavior change as a result of the Self-Management Training. |
| | Output Indicator 3.3.2 |
| | Number of youths in selected districts receives trainings and capacity building on human rights, leadership and conflict prevention. |
| Project Outcome 3b | Outcome Indicator 3.4 |
| Community police, trauma counsellors and health workers dealing with FSV provide more effective and informed services on trauma response and reconciliations. | Change of perception, % of people in communities to show number more satisfied with service quality (disaggregated by sex) for health and psycho-social support and trauma healing. |