



**REQUEST FOR PROPOSAL (RFP) FEASIBILITY STUDY FOR THE ESTABLISHMENT OF A LION SANCTUARY  
AT GABORONE GAME RESERVE IN BOTSWANA**

NAME & ADDRESS OF FIRM	DATE: October 11, 2017
	REFERENCE: Feasibility Study for a Lion Sanctuary at Gaborone Game Reserve in Botswana

Dear Sir / Madam:

We kindly request you to submit your Proposal for Feasibility Study for a Lion Sanctuary in Botswana  
Please be guided by the form attached hereto as Annex 1, in preparing your Proposal.

Proposals may be submitted on or before Friday, October 27, 2017 and via email, courier mail  
or fax to the address below:

**United Nations Development Programme  
United Nations Building, Government Enclave  
Cnr. Khama Crescent and President's Drive  
P. O. Box 54  
Gaborone, Botswana**

**OR by email to  
[procurement.bw@undp.org](mailto:procurement.bw@undp.org)**

Your offer, comprising of a **Technical and Financial Proposal, in separate sealed envelopes**, should be  
submitted in accordance with instructions in the detailed solicitation documents and to the address  
stated above

Your Proposal must be expressed in the English Language, and valid for a minimum period of 90 days. In  
the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the  
address above on or before the deadline. Proposals that are received by UNDP after the deadline  
indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your  
Proposal by email, kindly ensure that they are signed and in the .pdf format, and free  
from any virus or corrupted files.

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,  
*UNDP Botswana Procurement Office*  
10/11/2017

## ANNEX 1: Description of Requirements

Context of the Requirement	Feasibility Study for a Lion Sanctuary in Botswana
Implementing Partner of UNDP	Ministry of Environment, Natural Resource Conservation and Tourism
Brief Description of the Required Services <sup>1</sup>	<p>The purpose of the study is:</p> <ol style="list-style-type: none"> <li>1. Determine the feasibility of the establishment of a lion sanctuary;</li> <li>2. Determine appropriate activities to be undertaken in the sanctuary in line with current international best practice and existing relevant government policies, legislation and strategies;</li> <li>3. Provide guidance for the development and management of appropriate, unobtrusive facilities which will not impact on visitor appreciation.</li> <li>4. Determine the financial and human resources necessary for the establishment and effective management of the sanctuary.</li> <li>5. Draw up modalities for the engagement of key stakeholders</li> </ol>
List and Description of Expected Outputs to be Delivered	<p>Brief Report of an initial meeting between the Environment and Climate Change Specialist, Reference Group and the Team/Consultants to discuss the Terms of Reference.</p> <p>Inception Report after one (1) week of the initial meeting with a detailed Work Plan explaining understanding of the Terms of Reference as well as methodologies to be followed in undertaking the activities/tasks.</p> <p>A scoping report outlining the situation analysis and key preliminary issues identified to validate and/or set the tone for the rest of the study. To be submitted three (3) weeks after submission of the inception report.</p> <p>A draft report inclusive of the following:</p> <ul style="list-style-type: none"> <li>• A situational analysis of the proposed Lion sanctuary Site.</li> <li>• A technical, commercial, financial and economic analysis of the project outlining scenarios and options for undertaking the project.</li> <li>• Institutional, organizational and management options</li> </ul>

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

	<p>for undertaking the project.</p> <p>A Final Report</p> <p>All graphics to be included in the reports should be of a professional high standard and quality. They shall be presented in either A4 or A3 format in the report and in AO or A1 in an additional hardcopy. Maps shall also be digitized in a format compatible with ArcGIS and with Metadata. All reports should be accompanied by an electronic copy.</p> <p>The Reference Group will provide comments and approval on whether to proceed to the next stage on all reports within one (1) week of submission.</p>																
Person to Supervise the Work/Performance of the Service Provider	The Consultancy will be directly supervised by MENT with the assistance of the Consultancy Technical Reference Group and UNDP																
Frequency of Reporting	The consultants will be expected to provide monthly progress reports to MENT and UNDP Environment and Climate change specialist																
Progress Reporting Requirements	All reports are to be submitted in hard and soft copy to both the UNDP Country Office in Gaborone and to MENT																
Location of work	The area proposed for possible lion sanctuary is Gaborone Game Reserve.																
Expected duration of work	The consultancy will be undertaken for (60) man days from the date of signing the contract.																
Target start date	01/11/2017																
Latest completion date	28/02/2018																
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>TBD</td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	TBD											
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s														
TBD																	
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others None																
	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation																

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others None
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [ <i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i> ]
Payment Terms <sup>3</sup>	<p>Payment will only be made upon acceptance of services by the Reference Group and UNDP and the payment schedule will be as follows:</p> <ul style="list-style-type: none"> <li>• 30% upon approval of the Scoping report</li> <li>• 30% upon approval of the Draft report</li> <li>• 40% upon approval of Final report.</li> </ul>

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

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

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Specialist (Environment & Climate Change Specialist)
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is 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><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm including demonstrable experience in doing similar work in developing countries. To that end the firm shall also provide a list of at least 3 previous similar assignments. 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <p><b><u>Financial Proposal (30%)</u></b></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 <input type="checkbox"/> One or more Service Providers, depending on the following factors

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR [Annex 3] <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>6</sup> <input type="checkbox"/> Others <sup>7</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	enquiries.bw@undp.org or <b>3956093</b> 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.
Other Information [pls. specify]	

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

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

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

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

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

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all 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, contract 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*

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

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



*methodology will be appropriate to the local conditions and context of the work.*

**C. Qualifications of Key Personnel**

*As per the TORs (Annex 3), the Service Provider must provide:*

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

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

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 2 upon approval of the zero-draft report	30%	
2	Deliverable 3- upon approval of the draft report	30%	
3	Deliverable 4- approval of Final Draft report.	40%	
	<b>Total</b>	<b>100%</b>	

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				

3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

## **ANNEX 3: Terms of Reference (TOR) for Feasibility Study for Lion Sanctuary at Gaborone Game Reserve, Gaborone, Botswana**

### **1.0. BACKGROUND**

The Ministry of Environment, Natural Resources Conservation (MENT) is mandated to conserve Botswana wildlife and their habitats for prosperity. In a bid to conserve Botswana's wildlife and wild places, and improve Botswana's efforts to conserving, understanding and appreciate the country's natural heritage, MENT wishes to develop and manage a lion sanctuary at Gaborone Game Reserve located in Gaborone. The Reserve provides educational and recreational opportunities for residents and visitors to Gaborone. The African lion is an iconic species and is considered one of the "big five" tourism species. The lion population in Botswana is considered stable and it is currently estimated that there are approximately 3500 lions in Botswana. It is proposed that a lion sanctuary should be developed which will enhance the educational and tourism value of the Reserve. A consultancy is, therefore, required for the purpose of undertaking a feasibility study that will inform the relevance and appropriateness of the development of such a facility.

### **2.0 SCOPE OF THE FEASIBILITY STUDY**

#### **2.1 Site Description**

Gaborone Game Reserve is situated in the South Eastern part of Botswana at 24 42'S, 25 55'E. It is located about 6km to the east from Gaborone City center and is 536 hectares in size. The center of the bed of the Notwane River forms the boundary between GGR and Batlokwa tribal land to the east. The game fence for the eastern boundary is, however, set along the western bank of the river. To the south, the Reserve boundary forms buffer zone with the BDF "E" company camp and along the west with the Special Support Group (SSG) camp and the Wildlife Supplies facility and residential plot. In the north, the Reserve forms the boundary with the Gaborone City Council Glen Valley Block.

The Reserve has been set aside for the conservation, management and propagation of wild fauna and flora and the protection and management of its habitat. Since its establishment in the eighties, GGR has had a number of animal species as well as birds. Some of the species existed within the area prior to it being completely fenced in 1982 including kudu, vervet monkey, bushbuck, warthog and impala while other species such as eland, zebra, hartebeest, ostrich, wildebeest and gemsbok were subsequently introduced.

#### **2.2 Objective;**

The overall objective of the consultancy is to determine the feasibility of the establishment and management of a lion sanctuary at Gaborone Game Reserve.

The specific objectives of the consultancy are to:

- a) Determine the feasibility of the establishment of a lion sanctuary;

- b) Determine appropriate activities to be undertaken in the sanctuary in line with current international best practice and existing relevant government policies, legislation and strategies;
- c) Provide guidance for the development and management of appropriate, unobtrusive facilities which will not impact on visitor appreciation.
- d) Determine the financial and human resources necessary for the establishment and effective management of the sanctuary.
- e) Draw up modalities for the engagement of key stakeholders.

### **2.3 Technical Analysis;**

- Investigate suitability of location for the Lion Sanctuary
- Determine the required facilities and support systems for the recommended type of Sanctuary
- Determine required resource inputs (water, power etc) for the Sanctuary
- Provide thorough and appropriate technical estimates and projections that relates to realistic resource inputs
- Propose a safety and disease control plan

### **2.4 Social Analysis;**

- Determine the current employment level and potential for employment opportunities that would be created by the Sanctuary
- Identify tangible and intangible benefits of the Sanctuary
- Examine carefully the broader social implications of the proposed Sanctuary
- Explore how Sanctuary could add value to the tourism offering at GGR.
- Consider contribution(s) of alternative projects that could compliment the project to meet its objectives
- Carefully examine adverse effects of the project and how they could be minimized or avoided

### **2.5 Financial analysis**

- Prepare an assessment of the financial management competencies
- Prepare detailed financial projections
- Prepare budget projections for five years
- Determine cost implications
- Prepare assessment of incentives
- Provide a sound financial plan

### **2.6 Economic Analysis**

- Determine the economic value of the project
- Prepare an assessment of economic benefits and costs

### **2.7 Institutional, Organizational and Management Analysis**

- Identify and describe the institutional structure under which the project could be run
- Determine management options and staff size under different management options

- Determine the links with local institutions
- Determine which Policies will affect the project and how
- Identify and draw skill development program for the members of the community involved in the running of the project if recommended
- Develop an operational management plan for the project
- Develop Accountability, monitoring and evaluation mechanisms for the project

### **3.0 PROJECT DELIVERABLES**

3.1 The following are the project deliverables:

3.1.1 Brief Report of an initial meeting between the MENT, UNDP, Reference Group and the consultant to discuss the Terms of Reference.

3.1.2 Inception Report with a detailed Work Plan elucidating understanding of the Terms of Reference as well as methodologies to be followed in executing them.

3.1.3 A scoping report outlining the situation analysis and key preliminary issues identified to validate and/or set the tone for the rest of the study.

1.1.1. A draft final report inclusive of the following:

- 1.1.1.1. A situational analysis of possible project sites
- 1.1.1.2. A technical, commercial, financial and economic analysis of the project outlining scenarios and options for undertaking the project.
- 1.1.1.3. Institutional, organizational and management options for undertaking the project.
- 1.1.1.4. A Final Report

- 1.2. All graphics to be included in the reports should be of a professional high standard and quality. They shall be presented in either A4 or A3 format in the report and in AO or A1 in an additional hardcopy. Maps shall also be digitized in a format compatible with ArcGIS and with Metadata. All reports should be accompanied by an electronic copy.
- 1.3. The Reference Group will provide comments and approval on whether to proceed to the next stage on all reports within one (1) week of submission.
- 1.4. All reports are to be submitted in hard and soft copy to both the UNDP Country Office in Gaborone and to MENT.

### **4.0 SUPERVISION**

- 1.5. The Consultancy will be supervised by MENT with the assistance of the Consultancy Technical Reference Group:

## 5.0 QUALIFICATION / EXPERIENCE

The consultants must comprise of a team leader with a background in veterinary services, a natural resources management specialist, an ecologist, and a protected area management specialist. Each team member must:

- Be qualified in the field in each of the above fields at least at Masters degree level or above
- Have extensive expertise and a traceable profile in their area of specialty.

The consultants should also:

- Have relevant experience of work either in the Botswana or the Southern African region.

## 6.0 DURATION

The consultancy will be undertaken for (60) man days from the date of signing the contract.

## 7.0 REMUNERATION

The payment schedule will be as follows:

- a) 30% upon approval of the zero-draft report
- b) 30% upon approval of the draft report
- c) 40% upon approval of Final Draft report.

## 4 8.0 EVALUATION CRITERIA

The consultancy will be evaluated according to the Criteria below,

Technical Capability of the Firm to deliver the required consultancy outputs evaluated on a scale of 0-70 points wherein the qualifying mark is 70%. The criteria to be used are shown below:

Criteria for evaluation		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	20%	20
2.	Proposed Methodology, Approach and Implementation Plan	20%	20

3.	Management Structure and Key Personnel	30%	30
	<b>Total</b>		<b>70</b>

For details, see below

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	General Organizational Capability which is likely to affect implementation - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management - Proposed project management controls	25
1.2	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done offers a chance to access specialized skills.)	15
1.3	Quality assurance procedures. What measures is the company proposing to ensure uptime; measures for recovery, escalation procedures etc.	40
1.4	Relevance of: - Specialized Knowledge - Experience in providing similar services/studies in Africa - Experience in developing camel related tourism projects	120
		200

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the task?	30

2.2	Have the important aspects of the task been addressed in sufficient detail?	10
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.5	Is the conceptual framework adopted and solution appropriately address the project management, and quality of service appropriately?	80
2.6	Is the scope of task well defined and does it correspond to the TOR?	40
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	20
		200

Technical Proposal Evaluation Form 3			Points Obtainable
<b>Management Structure and Key Personnel</b>			
3.1	Team Leader: Expert in lion sanctuary establishments		140
		Sub-Score	
	General Qualification: - At least a PHD in veterinary services, a natural resources management specialist and at least 5 years previous experienced in developing related tourism projects with either communities or the private sector	10	
	- Proven knowledge in establishment of animal sanctuaries and utilization for economic purposes	30	
	- Suitability for the Project & Team leadership Experience	20	
	- Professional Experience in developing lion related tourism projects	50	
	-Knowledge of tourism businesses preferably in Africa	30	
		140	
3.2	Tourism Expert - Technical Expert		80
		Sub-Score	



	General Qualification: Post graduate degree in relevant field ranging from biological sciences, geography to natural resource management	10	
	- At least 5 years' experience in tourism strategy development with particular emphasis on community engagement in the tourism industry	30	
	- Experience in lion sanctuary tourism related projects	20	
	- Hands on experience in tourism enterprise development	20	
		80	
3.3	Sociologist – Technical Expert		40
		Sub-Score	
	General Qualification: Post graduate in sociology	10	
	Suitability for the Project	10	
	- Research skills	20	
	- Professional Experience in multi-stakeholder dialogue/facilitation	20	
	- A minimum of 10 years working experience with communities in Botswana	20	
		80	
	<b>Total Part 3</b>		300

Consultancy Firms will be evaluated based on the Cumulative Analyses Methodology (weighted scoring method), where the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

- A. Responsive / compliant / acceptable, and
- B. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
  - Technical Criteria weight; (70%)
  - Financial Criteria weight; (30%)

Only firms obtaining a minimum of 70% of the obtainable points of 100 points in technical evaluation would be considered for the Financial Evaluation. The total number of points allocated for the price component is 30%. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those technical qualified candidates who have attained a minimum of 70% score in the technical evaluation. All other price proposals will receive points in inverse proportion to the lowest price.

UNDP applies a fair and transparent selection process that would take into account both the technical qualification of Individual Consultants as well as their price proposals. The contract will be awarded to the candidate obtaining the highest combined technical and financial scores. UNDP retains the right to contact references directly.

**ANNEX 4: UNDP  
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

#### 9.0 ENCUMBRANCES/LIENS:

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

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

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

#### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

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

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## 15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

## 16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place

in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

#### 17.0 PRIVILEGES AND IMMUNITIES:

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

#### 18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is



likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

#### 20.0 MINES:

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

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

#### 21.0 OBSERVANCE OF THE LAW:

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

#### 22.0 SEXUAL EXPLOITATION:

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

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

#### 23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.