



REQUEST FOR PROPOSALS

**Consultancy services for the Provision of a Review Assessment of the
Interdependence of Flood Mitigation Options for the Vaisigano River
Catchment in Samoa
Green Climate Fund
Samoa**



United Nations Development Programme
October, 2017

Section 1. Letter of Invitation

Samoa
October 13, 2017

GCF SAM 001/17- Consultancy services for the Provision of a Review Assessment of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment in Samoa

Dear Mr./Ms.:

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

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Performance Security
- Section 9 – Contract for Professional Services, including General Terms and Conditions
- Section 10 - Checklist

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following e-mail:
rbap.gcf.bids@undp.org

Also, UNDP would appreciate your indicating the reason for not intending to participate if so, this will be only for its records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,

Notonegoro, Deputy Resident Representative

Section 2: Instruction to Proposers¹

Definitions

- a) “Contract” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “Country” refers to the country indicated in the Data Sheet.
- c) “Data Sheet” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “Day” refers to calendar day.
- e) “Government” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “LOI” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “Material Deviation” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “Proposal” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “Services” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms

- of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's

preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor

- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and

conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals.

Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

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Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that

the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Green Climate Fund
2		Title of Services/Work:	Consultancy services for the Provision of a Review Assessment of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment in Samoa
3		Country / Region of Work Location:	Vaisigano River Catchment in Samoa
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>A pre-proposal net-conference meeting will be organized to provide clarifications to Proposers as per the instructions below:</p> <p><i>Date: 18th October 2017, Time: 04:00PM, Samoa Time.</i></p> <p>The UNDP focal point for the arrangement is: Ms. Prudence Raine E-MAIL: prudence.raine@undp.org</p> <p>Proposers interested to participate in the pre-proposal meeting must send the following details to the above mentioned e-mail address:</p>

			<p>Name of company: City: Name of contact person: Phone number with code: e-mail address:</p> <p>Instructions to connect will be provided in due time to all Proposers who confirm their participation.</p> <p>All Proposers are encouraged to participate in the preproposal conference meeting. Non-attendance, however, SHALL NOT result in disqualification.</p> <p>Minutes of the proposer's conference will be posted on the UNDP website and disseminated to the firms who have expressed interest in submitting an offer, irrespective of their participation in the pre-proposal conference.</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days.
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required.
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not Applicable.
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Applicable.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed.
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required from the successful proposer upon notification of award of contract in the amount equal to 10% of the proposed contract amount.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)

16	B.10.1	Deadline for submitting requests for clarifications/questions	10 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	E-mail address dedicated for this purpose: rbap.gcf.bids@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the following website: http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Not Applicable.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Not Applicable.
21	C.21 D.24	Deadline of Submission	Date and Time : November 6th, 2017, 5:00PM Samoa Time.
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Bid ³
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening:	<p>PROPOSALS MUST be submitted to the following e-mail: procurement.ws@undp.org Proposals sent to other UNDP e-mail addresses <u>will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.</u></p> <p>Proposers must take into account the following:</p> <p>Proposers must indicate the below RFP number in the email subject box while submitting the <u>Technical proposal:</u></p> <p>Ref. no. GCF SAM 001/17- TECHNICAL PROPOSAL– PART 1 OF</p>

² This e-mail address is officially designated by UNDP. If inquiries are sent to other person/s or address/es or e-mails, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

³ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<p>Proposers must indicate the below RFP number in the email subject box while submitting the <u>Financial proposal</u>:</p> <p>Ref. no. GCF SAM 001/17- FINANCIAL PROPOSAL</p> <p>(Both financial and technical proposals MUST BE separately submitted).</p> <p>The Financial Proposal MUST BE password protected and the <u>password MUST NOT be sent to UNDP with the proposal submission</u>.</p> <p>Upon finalizing the technical evaluation, only technically qualified bidders will be requested to provide the password of the financial proposal. The technically qualified proposers will have 24 hours to respond to UNDP's request for the password. Each e-mail message including attachments must not exceed 5MB. There is no limit on the number of e-mail messages for each proposal. The first message should state the total number of messages the proposal consists of.</p> <p>Attachments should be in PDF format. Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened.</p> <p>If zip files are used, they should not include multiple lower sub-folders or directories.</p> <p><i>Proposers should avoid attempting to send proposals by email just prior to the deadline</i> as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal as recorded by the Purchaser's mail server shall constitute the time of receipt of the proposal for purpose of meeting the proposal deadline. It is the Proposers' responsibility to ensure proposals arrive before the deadline.</p>
24	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Certificate of

			<p>Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top Three Clients for provision of similar services during the last 5 years.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past Three Years.</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.</p>
27		Other documents that may be Submitted to Establish Eligibility	Please see Section 5 and 6
28	C.15	Structure of the Technical Proposal <i>(only if different from the provision of Section 12)</i>	Please refer to Section 6 – Technical Submission Form
29	C.15.2	Latest Expected date for commencement of Contract	December 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Within 7 calendar months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <ol style="list-style-type: none"> 1. Compliance with Terms and Conditions of the RFP including required submissions: <ul style="list-style-type: none"> • Prior to the Technical Evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). A substantially responsive

			<p>Proposal is one which conforms to all the terms and conditions of the RFP without material deviation.</p> <ul style="list-style-type: none"> • A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity. <p>2. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation: <i>(Technical Scoring Sheet is attached in this document under Form A).</i></p> <p><i>Rating the Technical Proposal (TP):</i></p> <p><i>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</i></p> <p>3. Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <p><i>Rating the Financial Proposal (FP):</i></p> <p><i>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</i></p> <p>4. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p> <p>Total Combined Score = (TP Rating) x (Weight of TP (70%)) + (FP Rating) x (Weight of FP (30%))</p> <p>UNDP seeks the highest achieved combined score and fully responsive Proposal.</p>
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33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	Upon signature of contract and receipt of performance bond.
35		Other Information Related to the RFP	<i>Not Applicable.</i>

FORM A – TECHNICAL SCORING SHEET:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation: - Number of personnel and available facilities/expertise to produce a study of this nature - 20 points. - Financial stability and soundness in the last three years (2014,2015 & 2016) - 30 points. - Types of undertaken activities and degree of relevancy - 40 points.	90
1.3	Past Experience: - 10 years experience in conducting similar studies/ assessments related to this ToRs - 70 Points. - Experience of conducting similar studies in the Pacific Region and preferably in Samoa - 30 Points. - Experience in dealing with multi-stakeholders - 30 Points.	130
1.4	Similar Experience in the last ten years with UN or International agencies/governmental entities – Proposers should provide their client list with details of focal contact for reference check	30
Total Score for Expertise of the Firm/Organization		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Did the company provide a detailed description of the methodology to achieve the requirements referred to in the TORs ?	100
2.2	Is the proposed concept appropriate for the given tasks?	80
2.3	Is the offered Quality Assurance Mechanisms in implementing the required assessment acceptable?	50
2.4	Did the company address all required activities in the TORs in a logical, clear and realistic manner including the timeline for implementation of key activities and if subcontracting is proposed; is it clearly reflected in the implementation plan?	100
2.5	How does the Offeror deal with any unforeseen situation that might affect the implementation of the project? Did the Offeror address major foreseen risks and how to mitigate them?	30
2.6	Does the company have an efficient monitoring and reporting system/mechanism that ensures proper and timely implementation of the project	40
Total Score for the Proposed Methodology, Approach and Implementation Plan		400

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	<p>General qualifications of Team leader (<i>International Water Specialist</i>):</p> <ul style="list-style-type: none"> • Master Degree in Hydrological Engineering or similar qualifications – 20 Points • Minimum 15 years' experience post qualifications with significant experience and excellent understanding of flooding, stormwater management and water retention infrastructure with demonstrated experience leading flood projects and international teams and reviewing designs inclusive of experience working in developing countries and preferably the Pacific is an advantage- 40 points. 	60
3.2	<p>A team composed of the following:</p> <p><i>Senior Hydrological Engineer with the following qualifications:</i></p> <ul style="list-style-type: none"> • Master Degree in Hydrological Engineering - 20 Points. • 15 years' experience in hydrology and the design of reservoirs and river works, with experience in developing countries and preferably in the Pacific is an advantage - 40 Points. <p><i>Hydrological Modeller with the following qualifications:</i></p> <ul style="list-style-type: none"> • Master Degree in a (Civil Engineering, Environmental Science, Water Resources, Engineering Hydrology - 20 Points. • 15 years' experience in multi-dimensional flood and fluvial modelling and experience of flood risk assessments with experience in the developing countries preferably the Pacific is an advantage - 40 Points <p><i>Climate Change Impacts and Hydrology Specialist:</i></p> <ul style="list-style-type: none"> • Master Degree in Environment Science, Environmental Engineering, Hydrological Engineering or similar qualification – 20 Points. • 10 years' experience in vulnerability and impact assessments related to and from climate change with experience in the developing countries preferably the Pacific is an advantage – 40 Points. <p><i>Multi Criteria Assessment Specialist:</i></p> <ul style="list-style-type: none"> • Degree in Environment Science, Environmental Engineering or similar qualification – 20 Points. • 10 years' experience in organizing and facilitating MCA options stakeholder workshop and analysing results with experience in the developing countries preferably the Pacific is an advantage – 40 Points. <p>Note: Fluency in written and spoken English is a requirement and applicable to the Team leader and the whole Team.</p>	240
Total Score for Management Structure and Key Personnel		300

Section 3: Terms of Reference (TOR)⁴

Terms of Reference for Sub-activity 1.1.1 Review of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment

1- BACKGROUND:

As a Small Island Developing State (SIDS) in the Pacific, Samoa has been heavily impacted by increasing severe tropical storms. Given the topography of the country, these extreme events result in significant river discharge that results in flooding of lowland areas. Recent tropical events such as Cyclone Evan have caused significant damage to both public and private assets as a result of flooding, resulting in serious health impacts. Urban infrastructure has suffered considerably by the recurrence of flooding and is unable to cope as climate change-related events are expected to become more frequent and intense.

An integrated watershed resource management plan (IWMP) for the Greater Apia Catchments was developed to identify the root causes of climate vulnerability and outline strategies for reducing the risks posed by climate-induced disasters. The IWMP follows the “Ridge-to-Reef” principle with an integrated approach to building climate resilience and protecting community livelihoods/assets.

Water Technology (WT) developed a hydraulic model as part of the IWMP Project. The model used LiDAR topographic data within the floodplain and river channel cross sections upstream as far as the Vaisigano Catchment area. WT reported that problems with the relative datums between the LiDAR and cross sectional data meant that “*any predictions from hydraulic modelling can be regarded as indicative only.*” Since the development of the Water Technology model, additional LiDAR topographic data has been flown and is available for any further modelling work. The WT model has been used to simulate floods within the Vaisigano catchment and to test the performance of some flood intervention options.

On the basis of the IWMP, the Government of Samoa is in the process of developing the first phase of required flood protection infrastructure for the Vaisigano River, this being called Segment 1. The construction of limited climate-resilient riverbank protection measures (particularly at the mouth of the river) will assist in safeguarding adjacent communities and physical infrastructure from flooding associated with extreme weather events although the needs are far bigger than that currently being designed. The Green Climate Fund proposal included the continuation of flood protection infrastructure upstream of Segment 1. The proposal also includes “soft” non-structural adaptation measures to build climate resilience.

A number of alternative flood mitigation interventions have been identified for the Vaisigano River catchment and the wider Apia urban area but to-date, the majority of these have been considered in isolation. The channelisation of the lower reaches of the Vaisigano River is proposed to provide for the 20 year Annual Recurrence Interval (ARI) year flood event. To provide flood protection during floods greater than a 20 year ARI event, the proposed floodwalls and embankments will need to operate in conjunction with upstream flood detention and or a diversion channel, other soft engineering interventions and the urban piped stormwater network. No specific site has been selected for the flood detention option. It is suggested that a detention dam or diversion channel will reduce peak flood flows during larger events so that the current design capacity of the flood wall scheme is not exceeded during floods up to the 100 year ARI event. To understand the combined performance of the channelisation works and a future flood detention dam and or diversion channel and soft engineering options, an integrated model is required. The model would include the floodplain, upper catchment and the urban pipe and channel network.

The impact of the proposed Vaisigano channelisation works on the urban stormwater network of pipes and open channels has not been assessed in combination. Based on the design and current modelling, the flood wall will keep flood waters within the channel. However, the modelling excluded local urban floodwaters from draining into the river channel when flows have receded. The current design is to install flap gates in the walls to allow this to happen but the effectiveness of these non-return devices and the impact on the existing and future urban drainage network is largely unknown. The integrated model will allow an assessment of the interaction between the floodwall scheme and the urban network and fine-tuning of the location and number of connections between the two systems.

⁴ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

The previous models have also not considered the existing urban stormwater network of pipes channels, the upgrades proposed to outflows as included in the GCF proposal and potentially pump stations and other drainage infrastructure. Undertaking integrated modelling to assess the interdependence of all flood mitigation options will allow the Government to make an assessment of key stormwater asset upgrades while connecting to the proposed channelisation works and taking into account future climate conditions.

To this end, UNDP is seeking the consultancy services of a specialized company/entity "Contractor" to assess the overall performance of the proposed flood mitigation interventions as an integrated flood management system that provides both adaptation to climate change and is consistent with good international practice and other relevant recommendations in the field of climate change. This will provide an understanding of the overall performance and benefit of a range of interventions and allow the optimal combination of mitigation measures to be confirmed and fine-tuned. This is likely to be best achieved through the use of an integrated hydraulic model.

2- OBJECTIVE:

The objective of the assignment is to provide an independent review and new integrated 1D/2D model of all the flood mitigation options including the piped network as considered as part of the Economy Wide Adaptation to Climate Change (EWACC) project, the Integrated Flood Management to Enhance Climate Resilience of the Vaisigano River Catchment in Samoa project that was approved by the Green Climate Fund in December 2016 and any other potential studies/activities that may have been undertaken by both Government and other entities including but not limited to the Asian Development Bank and World Bank.

3- SCOPE OF WORK:

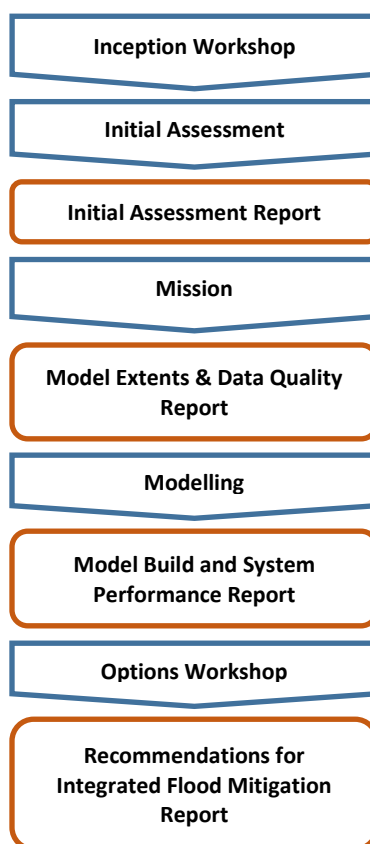
The overall scope consists of six phases:

1. **Inception Workshop:** An inception teleconference between the Government, UNDP and the Contractor will be held to present the key issues in the exercise and possible solutions, as well as present the revised work plan, after consulting with relevant stakeholders.;
2. **Initial Assessment:** Undertake a review of the current engineering designs, flooding issues, proposed interventions, existing modelling and reports and consider these in the context of the integration and interdependency of all the flood mitigation options considering current conditions and the increased impacts of climate change based on good industry international practices. The results of the initial assessment will be summarised in a short Initial Assessment Report and will include a draft list of identified existing and potential flood mitigation options and combinations of options to be modelled;
3. **Mission:** A mission will be carried out following the review of written documents, previous models and submission of the Initial Assessment Report. The Contractor will undertake site visits in Apia and undertake consultations with Government and any other relevant national organisations involved in flood and stormwater management as agreed with the Government. During the mission the team will visit appropriate locations within the Vaisigano catchment where infrastructure is proposed and will meet with local experts to exchange views and experience on specific issues related to flood management. The mission will include a meeting with stake holders to confirm the list of identified existing and potential flood mitigation options to be simulated during the hydraulic modelling process. Following the mission and prior to commencing modelling a Model Extents and Data Quality Report will be submitted.
4. **Modelling:** Undertake hydrological and hydraulic modelling to test the performance of each of the mitigation measures and combinations of measures identified in the Initial Assessment Report. The modelling will consider existing, current proposed climate resilient engineering (hard) design and soft options for an overall flood and stormwater management model: The Contractor, based on the initial assessment of the designs and the mission, will provide advice on any necessary changes for the integration of climate change into the design based on good industry international practices;
5. **Options Assessment:** Undertake a Multi Criteria Assessment (MCA) of the modelled options based on a stakeholder workshop organised by the Government with assistance from UNDP to identify an optimum integrated flood mitigation option for the Vaisigano River Catchment; and
6. **Reporting:** Deliverables include an Initial Assessment Report, Model Extents and Data Quality Assessment Report a Model Build and System Performance Report and a report detailing the results of the Options Assessment and Recommendations for an Optimum Integrated Flood Mitigation Solution for the Vaisigano Catchment. A timeline for

submission of draft reports will be submitted by the Contractor at the beginning of the project with the final report to be submitted within four months after the completion of the mission and will be sent to the Government and UNDP for review. A response will be provided within three weeks of receiving the draft report. The final report will be issued within two weeks following the provision of comments. Model and results files are also required as described under key activities and tasks.

The phases and individual reports are summarised under key activities and tasks:

4- Key Activities and Tasks:



5- ASSESSMENT OF FLOOD AND STORMWATER MANAGEMENT OPTIONS AND MODEL DEVELOPMENT (ITEMS 4, 5 AND 6 ABOVE)

The Contractor will need to undertake at a minimum, the following activities as part of the model development and options assessment. Further guidance on the required modelling process is provided in the tables of contents in Appendix A.

- Determination of the Model Extents

Using available data and information, the Contractor will need to consider the hydrological extents (including sub-catchments) and the hydraulic extents to be modelled as part of the consultancy. This data and information should be determined and plotted including a draft hydraulic model schematic prior to the mission for discussion with Government and other relevant stakeholders.

- Review and Quality Assessment of Existing Data

The development of the urban stormwater network component of the model will require a review of all stormwater asset data and the collection of missing information. The gap assessment and survey will need to occur immediately on the commencement of the work to ensure that all additional information requirements can be quickly obtained to include in the model build phase.

Existing asset and hydrometric data that will be used to build and run the hydrological and hydraulic models should be reviewed as to its adequacy and accuracy against the requirements of the project. An assessment of data completeness and quality is to be prepared prior to the mission/s.

All previous reports relevant to flooding and flood mitigation will also be reviewed.

- Finalise Model Extents and Model Schematisation

A hydraulic model schematic will be prepared proposing modelling methodologies for the various components of the stormwater and river system. Meetings are to be held with Government and the UNDP to agree on the model extents and on an appropriate hydraulic model methodology schematic. Outputs from this process are to include a plan detailing the model components, boundary conditions, hydrological inputs and associated linkages. A review of available data quality should be used to agree on where data gaps are critical and survey to obtain missing data is required.

- Model Extents and Data Quality Assessment Report

Following the inception workshop, the Initial Assessment and Mission and correspondence between the Contractor and the Government/UNDP, a Model Extents and Data Assessment Report is to be prepared. A description of the Model Extents and Data Assessment Report is included in Appendix A of this ToR but as a minimum, the report will include the following:

- a. Description of the agreed Model Extent and Model Schematic;
- b. The results of a detailed assessment of the adequacy and reliability of available data in the context of the agreed hydraulic model schematic;
- c. Identification of, and specification for, any additional data that needs to be obtained to enable the hydrological and hydraulic models to be built to the agreed schematic and to Government/UNDP specification;
- d. A representation of any of the missing data priority;
- e. Identification of locations where good quality data is not available but where it has been agreed that estimation/assumptions will not impact significantly on the outputs of the model;
- f. Recommended methodology for collection of additional data and how quickly this might be obtained.
- g. Confirmed list of flood mitigation options to be simulated during the hydraulic modelling process;

With respect to dot point f, the Contractor should undertake due diligence considering the need to obtain additional data, noting that this might change based on engagement and the provision of readily available data.

With respect to dot point g, the list will include as a minimum the following but will also include the addition of all other 'hard' and 'soft' mitigation options identified during the Initial Investigation Phase and will be confirmed during the mission.

1. Assess the performance of Segments two (2), three (3) and four (4) of the proposed channel works for detailed design as included in the EWACC and GCF Projects;
2. Assess the performance and feasibility of the proposed flood detention reservoir in the upper catchment;
3. Assess the potential benefit of a flood bypass channel;
4. Test the impact and hydraulic performance of the proposed new Lelata Bridge design;
5. Test the hydraulic performance of proposed extension walls for the new Leone and Lelata Bridges;
6. Assess the present and future performance of the urban stormwater network and allow proposed key infrastructure upgrades to be tested and assess all connections between the urban stormwater network and the Vaisigano River channel;
7. Assess the impact of identified "soft" engineering flood mitigation options;
8. Assess the impact of future sea levels and storm surge events on the overall flood protection system; and
9. Any other options agreed to with the Government and UNDP.

Options will be modelled based on the 100 year ARI event including climate change rainfall, 2120 sea level rise and a 20 year ARI storm surge (to be confirmed during the mission).

The final optimised integrated flood mitigation solution, determined from the options assessment process, will be run with the following design events (to be confirmed during the mission):

Rain Event with CC	Tide + Storm Surge Event	Sea Level Rise (year)
1 year ARI	MHWS*	2120
5 year ARI	MHWS*	2120
20 year ARI	MHWS* + 1 in 20 year ARI	2120
100 year ARI	MHWS* + 1 in 20 year ARI	2120

*MHWS = Mean High Water Spring

• **MODEL BUILD AND SYSTEM PERFORMANCE**

Development of an Integrated Floodplain and Urban Stormwater Model

An integrated floodplain and stormwater model shall be developed. At a minimum, the model should be built to allow the simulation of current proposed interventions and other flood and stormwater management options to determine the optimum interdependence combination of flood mitigation measures. The models should include the following minimum components:

- Rainfall runoff model (hydrological model) to input design rainfall including future climate induced rainfall;
- One (1) dimensional hydraulic model of the main stream channels;
- One (1) dimensional hydraulic model of the urban pipe and open channel drainage network;
- Two (2) dimensional hydraulic model of the floodplain to access overflow from the main channel and local flooding; and
- Sea level boundary so that future sea levels and storm-surge scenarios can be assessed.

Model Build and Test

The Contractor should build the models using the assembled asset data and the agreed approach to data estimation where good quality data is not available. Relevant model build metadata will be prepared. The models will need to be subject to consistency checks to ensure the information is correct and interpreted correctly. Prior to any model run, the models will be tested for stability, sensibility, and other accuracy requirements.

Model Validation and Calibration

Due to the limited available monitoring gauge data within the catchments, a detailed calibration of the hydrological and hydraulic models may not be possible. The Contractor should consider the appropriate hydrological and hydraulic parameter values based on available specifications that will be used. Where measured gauging data is available, the hydraulic model should be validated by comparing the model results with the measured gauging data without changing the hydrological and hydraulic model parameter values.

If the model validation does not achieve the required validation acceptance criteria, model parameters, model schematisation, or model input data, the models, based on agreement with the Government and UNDP may be changed to match measured data if a higher level of confidence exists in the measured data and larger storm events are available. Model calibration will only be carried out after discussion/agreement with Government and UNDP. The model will also be validated against available historical flood incidents information including but not limited to Cyclone Evan and the impacts it had on the catchment and Apia more broadly.

System Performance Assessment

The validated model will be used as a base for developing the land use development scenario models with current and future design rainfall events suitable for system performance assessment.

The Contractor will be required to prepare a Model Build and System Performance Report. This report should be submitted and finalised. The report will need to include details of model build, model validation and system performance assessment.

The system performance assessment should also include the production of thematic network performance maps, floodplains and flood hazard maps.

A description of the Model Build and System Performance Report is included in Appendix A of this ToR.

Model Runs and Outputs

The models should include all potential flood intervention elements described above and agreed during the mission. The models and will be developed so that the performance and benefit of each mitigation measure and combinations of measures can be directly compared with alternative measures in a form suitable for direct input to the MCA process. For example does a diversion channel perform better than a detention dam for a specific design flood?

The results of the models should be used to prepare an options assessment including a Multi Criteria Analysis to provide advice and guidance to Government on the best solutions for flood and stormwater management into the future, where these might be differences from the current/proposed options being assessed.

6- OPTIONS ASSESSMENT AND ROUGH ORDER COST ESTIMATE

A workshop will be held to assess the flood mitigation options and determine the combination of structural and non-structural interventions that will provide the optimum flood protection solution for the Vaisigano catchment.

The format of the workshop and resulting report will follow the Multi Criteria Assessment process. The estimated rough order cost of each mitigation option will be considered as one of the criteria.

Rough order costs will be estimated for each flood mitigation option to provide input to the MCA. The cost estimate is to be within +/- 20% of actual costs and a breakdown of the cost estimate calculations is to be provided.

7- DOCUMENTATION FROM GOVERNMENT OF SAMOA AND UNDP

The Government of Samoa and United Nations Development Programme will make any relevant reference material available including existing reports, modelling outputs, and any other available engineering designs in English sufficiently in advance to allow for the preparation of the work. Where other studies that might be relevant are not readily available, the Government and United Nations Development Programme will make every effort to obtain the additional reports and data.

8- RECOMMENDED SOFTWARE

The preferred software packages for stormwater hydraulic modelling are MIKE by DHI software suite, Innovyze InfoWorks ICM or BMT WBM TufLOW.

Models must use the most recent software version and service pack. Alternative packages will be considered, however the Contractor must demonstrate that the alternative software is capable of meeting project objectives and must be agreed with the Client.

9- OWNERSHIP

All models developed and all associated model build data is the asset and intellectual property Government of Samoan. The model and any associated data must be delivered in such a manner that allows all scenarios to be simulated, and that allows further development of the model by Government of Samoan. This does not include the modelling software.

10- Key Deliverables:

No.	Description
7.1	Conducting an Inception workshop and submitting an inception report following preliminary consultation with different stakeholders. The inception report needs to present the key issues in the exercise and possible solutions, as well as present the revised work plan, after consulting with relevant stakeholders.
7.2	Conduct an initial assessment and provide a report on the findings
7.3	Conduct an in country mission and provide a mission report on findings
7.4	Modelling - Undertake hydrological and hydraulic modelling to test the performance of each of the mitigation measures and combinations of measures identified in the Initial Assessment Report and provide a report on findings which include Model Extents and Data Quality Assessment Report a Model Build and System Performance Report
7.5	Options Assessment - Report and a report detailing the results of the Options Assessment and Recommendations for an Optimum Integrated Flood Mitigation Solution for the Vaisigano Catchment
7.6	End of contract report – summary report of the assignment.

11- DATA FILE REQUIREMENTS

Model output files are to be supplied as MapInfo Tab files or Esri GIS shapefiles in (MNRE to specify format and projection)

Model output files to include Flood Level in MSL, Water Depth in metres and Velocity in metres/second

Model output to include flood extents maps of depth, velocity and flow direction, long sections and cross sections as required, to be agreed with the Client.

12- DURATION OF THE ASSIGNMENT

The expected duration of the assignment within seven calendar months of the signing of the contract.

13- Payments Schedule:

Output	Indicative timeline	Payment (%)
7.1	Within 1 months of signing of contract	20%
7.2	Within 2 months of signing of contract	20%
7.3	Within 3 months of signing of the contract	20%
7.4	Within 4 months of signing of the contract	20%
7.5	Within 5 months of signing of the contract	10%
7.6	Within 6 months of signing of the contract	10%

14- Reporting Lines:

The Contractor that shall carry out the work in accordance with the Terms of Reference outlined in this document, shall report its findings to a Steering Committee comprising various stakeholder agencies and in adherence to the programme detailed in the initial assessment report and agreed with the Steering Committee.

15- Reporting Language:

The reporting language will be in English.

16- Locations of Work:

Home based with travel to Samoa. In order to obtain the required information for completion of the assessment, the contractor is expected to travel to Samoa as and when necessary for the duration of the assignment. All costs related to travel shall be beard by the contractor such as visa issuance, tickets, daily living allowances, transportation. Therefore, the contractor shall quote for all relevant costs in his financial proposal as applicable.

17- Terms of Payment:

Payments shall be processed within 30 days from receipt of signed and stamped invoice specifying the achieved deliverables under Section 5 with relevant documents evidencing achievement of the given output.

All of the deliverables are subject to approval from UNDP Project manager in order to process payments to the contractor.

UNDP will not accept any payment request outside of this TOR.

All payments shall be made in USD.

All planned costs related to this consultancy must be specified in the proposal by contractor for this assignment.

18- Contracting Authority:

Contracting Authority for this ToR is UNDP - Samoa Country Office, and the contract amount will be provided through budget under Samoa GCF Project.

19- Tax Obligation:

The Contractor is solely responsible for all taxation or other assessments on any income derived from UNDP. UNDP will not make any withholding from payments for the purposes of income tax. UNDP is exempt from any liabilities regarding taxation and will not reimburse any such taxation to the contractor.

20- CONFIDENTIALITY:

The contractor undertakes to maintain confidentiality on all information that is not in the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment.

21- Services and Facilities Provided by UNDP:

Services and Facilities will be provided in accordance with the contract conditions by UNDP:

22- REQUIRED QUALIFICATION, SKILLS AND EXPERIENCE OF THE CONSULTANCY FIRM AND THE TEAM:

22.1- Consultancy Firm Qualifications:

Valid business registration.

Minimum 10 years of experience in conducting similar and or relevant assessments related to this ToRs.

Experience in the Asia Pacific region and especially Samoa is an advantage.

At least three positive references from any UN and or International Organizations/ and or other clients for provision of similar services in the last five years.

Sound financial records for the last three years.

No litigation and arbitration history.

Proven track record, technical expertise, human resources, and operational capacity to undertake assignments of this scale/specification.

22.2- Team Qualifications:

The contractor's implementation team should include at minimum the following key professionals – Team Leader, Senior Hydrological Engineer, Hydrological Modeller, Climate Change Impacts and Hydrology Specialist and Multi-Criteria Assessment Specialist.

Team Leader:

This expert would lead the consulting team and oversee all its activities; the team leader/International Water Specialist is expected to possess the following:

- Master Degree in Hydrological Engineering or similar qualifications with minimum 15 years' experience post qualifications
- Significant experience and an excellent understanding of flooding, stormwater management and water retention infrastructure
- Demonstrated experience leading flood projects and international teams
- Experience reviewing designs and
- Experience in developing countries is an advantage, preferably in the Pacific.
- Fluency in spoken and written English

Senior Hydrological Engineer:

- Master Degree in Hydrological Engineering
- 15 years' experience in hydrology and the design of reservoirs and river works
- Experience in developing countries is an advantage, preferably in the Pacific.
- Fluency in spoken and written English.

Hydrological Modeller:

- Master Degree in a(Civil Engineering, Environmental Science, Water Resources, Engineering Hydrology
- 15 years' experience in multi-dimensional flood and fluvial modelling.
- Experience of Flood Risk Assessments
- Experience in developing countries especially in the Pacific is an advantage.
- Fluency in spoken and written English.

Climate Change Impacts and Hydrology Specialist:

- Master Degree in Environment Science, Environmental Engineering, Hydrological Engineering or similar qualification
- 10 years' experience in vulnerability and impact assessments related to and from climate change.
- Experience in developing countries and especially the Pacific region is an advantage.
- Fluency in spoken and written English.

Multi Criteria Assessment specialist:

- Degree in Environment Science, Environmental Engineering or similar qualification
- 10 years' experience in organizing and facilitating MCA options stakeholder workshop and analysing results.
- Experience in developing countries and especially in the Pacific region is an advantage.
- Fluency in spoken and written English.

Appendix A: Report Requirements

Table of Contents for Model Extents and Data Assessment Report

Executive Summary

1. Introduction

1.1 Background

1.2 Study Objectives

1.3 Activities and Scope

2. Available Information

2.1 Previous Studies

2.1.1 Previous Study Reports

2.1.2 Previous Model Review

2.2 Drainage Network Data

2.2.1 Asset Data

2.2.2 Topographical Data

2.2.3 Drainage Operational Issues

2.2.4 Reported Flooding Issues

2.3 Hydrologic / Hydrometric Data

2.3.1 Rainfall Data

2.3.2 Flow and Water Level Data

2.3.3 Infiltration Data

2.3.4 Tidal Data

2.4 All Other Available Information

3. Model Extents

3.1 Hydrological Model Extents

3.1.1 Catchment Boundary

3.1.2 Sub-Catchment Delineation

3.1.3 Sub-Catchment Loading Nodes Selection

3.2 Hydraulic Model Extents

3.2.1 Modelled Manholes, Inlets and Outlets

3.2.2 Modelled Pipes, Culverts and Channels

3.2.3 Modelled Ponds, Wetlands and Other Storage Areas

3.2.4 Modelled Control Structures

4. Data Quality Assessment

4.1 Asset Data Assessment

4.1.1	Missing Manholes, Inlets and Outlets Attribute Data
4.1.2	Missing Pipes and Culverts Attribute Data
4.1.3	Missing Ponds and Wetlands Outlets Attribute Data
4.1.4	Missing Control Structures Attribute Data
4.1.5	Drainage Network Connectivity Issues
4.1.6	Downstream Reduction in Pipe Diameter
4.1.7	Negative Grade Pipes
4.1.8	Reverse Orientation Pipes
4.1.9	Inconsistent Manhole Invert Levels, Depths and Ground Levels
4.2	Hydrologic / Hydrometric Data Assessment
4.2.1	Rainfall Monitoring Data
4.2.2	Identification of Suitable Events for Model Validation
4.2.3	Rain Gauge Double Mass Curve Analysis
4.2.4	Flow and Water Level Monitoring Data
4.2.5	Infiltration Data
4.2.6	Flow-Depth Relationship Assessment
4.2.7	Gauge Mass Balance Analysis
4.2.8	Rainfall-Runoff Volume Relationship Assessment
5.	Data Collection and Survey Requirements
5.1	Asset Data Survey Requirements
5.1.1	Assumptions Made to Reduce Survey Requirements
5.1.2	Manholes Depth and Lid Level Survey
5.1.3	Culvert Inlets and Outlets Invert Level Survey
5.1.4	Pipes and Culverts Diameter Survey
5.1.5	Ponds and Wetlands Outlets Size and Invert Level Survey
5.1.6	Control Structures Size and Invert Level Survey
5.2	Topographical Data Survey Requirements
5.2.1	Stream Cross-Section Survey
5.2.2	Stream Long Profile Survey
5.2.3	Bridge Cross-Section Survey
5.3	Hydrologic / Hydrometric Survey Requirements
6.	List of Proposed Options and Combinations of Options to be Modelled
7.	Conclusions and Recommendations
8.	References
Appendices	
A	Model Build Data Sources
B	Hydrological and Hydraulic Model Extent Maps

- C Rainfall and Flow Monitoring Gauge Location Maps
- D Infiltration Testing Location Maps
- E Asset Data Survey Location Maps
- F Topographical Data Survey Location Maps
- G Hydrologic / Hydrometric Survey Location Maps

Table of Contents for Model Build and System Performance Report

Executive Summary

1. Introduction

1.1 Background

1.2 Study Objectives

1.3 Activities and Scope

2. Catchment Description

2.1 Location

2.2 Topography

2.3 Geology and Soils

2.4 Existing and Future Land Use

2.5 Stormwater Drainage Systems

2.6 Reported Flooding Issues

3. Model Build

3.1 Modelling Software

3.2 Review of Existing Data

3.2.1 Asset Data

3.2.2 Hydrologic / Hydrometric Data

3.2.3 Topographical Data

3.2.4 Operational Data

3.3 Hydrological Model

3.3.1 Method Used

3.3.2 Hydrological Model Extents

3.3.3 Hydrological Model Parameters

3.4 Hydraulic Model

3.4.1 Method Used

3.4.2 Hydraulic Model Extents

3.4.3 Energy Losses

3.5 Boundary Conditions

3.5.1 Rainfall Data

3.5.2 Tidal Data

3.6 Model Limitations and Assumptions

3.6.1 Model Limitations

3.6.2 Hydrological Model Assumptions

3.6.3 Hydraulic Model Assumptions

3.7 Initial Model Testing

3.8	Quality Assurance and Quality Checks
4.	Model Validation
4.1	Model Gauge Validation
4.2	2D Model Results Validation
4.3	Model Historical Flood Incident Validation
4.4	Previous Model Results Comparison
5.	System Performance Assessment
5.1	Model Scenarios and Simulations
5.1.1	Design Storm Model Scenarios
5.1.2	Simulation Matrix
5.2	Water Balance of the Catchment
5.3	Capacity of the Existing Primary Pipe System
5.4	Capacity of the Existing Culverts and Bridges
5.5	Floodplain Mapping
5.6	Flood Hazard Mapping (as required)
6.	Conclusions and Recommendations
7.	References
	Appendices
A	Photographs
B	Model Build Data Sources (Metadata Spreadsheet)
C	Hydrological Model Components
D	Model Sensitivity Testing and Validation Plots
E	Model Run Log
F	Model Results – Flow and Water Level Tables
G	Thematic Maps of Pipe Capacity and Manhole Performance
H	Floodplain and Flood Hazard Maps (As Required)

Table of Contents For Recommendations For Integrated Flood Mitigation In The Vaisigano Catchment Report

Executive Summary

1. Introduction

1.1 Background

1.2 Study Objectives

1.3 Activities and Scope

2. Flood Mitigation Options

2.1 Option 1

2.1.1 Description of Option

2.1.2 Advantages of Option

2.1.3 Disadvantages of Option

2.2 Option 2, Option3, Etc

3. Description of MCA/Options Methodology

4. Summary of Results

5. Conclusions and Recommendations

6. References

Appendices

Section 4: Proposal Submission Form⁵

[insert: Location]

[insert: Date]

To: UNDP-Samoa, Mr. Notonegoro

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **GCF SAM 001/17 Consultancy services for the Provision of a Review Assessment of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment in Samoa** in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 120 days

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

FORM No. 1 - Proposer Information Form⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

FORM No. 2 - Joint Venture Partner Information Form (if Registered)⁷ (if applicable)

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁷ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

FORM No. 3: Declaration of NO Conflict of Interest

Form To be provided with the offer and to be signed by the Principal of a Firm

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: The Deputy Resident Representative, UNDP-Samoa

Dear Sirs:

Subject: RFP- No - GCF SAM 001/17- Consultancy services for the Provision of a Review Assessment of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment in Samoa

Declaration for NO Conflict of Interest

I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.

In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP – Samoa to the Proponents in the normal course of inviting for the Request for Proposal (RFP) where the confidential information would be relevant to the Services required or the RFP evaluation process.

Name:

Signature:

Position:

Date:

Company
Stamp

FORM No. 4: Declaration of Litigation and Arbitration History

Form To be provided with the offer and to be signed by the Principal of a Firm

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: The Deputy Resident Representative, UNDP-Samoa

Dear Sirs:

Subject: RFP- No - GCF SAM 001/17- Consultancy services for the Provision of a Review Assessment of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment in Samoa

Declaration of Litigation and Arbitration History

I/We hereby certify that *(insert name of company(ies))* have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.

Name:

Signature:

Position:

Date:

Company
Stamp

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

RFP- No - GCF SAM 001/17- Consultancy services for the Provision of a Review Assessment of the Interdependence of Flood Mitigation Options for the Vaisigano River Catchment in Samoa

Note: Technical Proposals not submitted in this format may be rejected. THE TECHNICAL PROPOSAL MUST BE SUBMITTED IN A SEPARATE E-MAIL AND MUST NOT CONTAIN THE PRICE QUOTE.

Name of Proposing Organization / Firm:	
Country of Registration:	
Year of Registration:	
Address:	
Phone / Fax:	
Name of Contact Person for this Proposal:	
Email:	

PART 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Reputation of Organization and Staff / Credibility / Reliability / Industry Standing:

Provide a brief description of the organization/ firm submitting the proposal, its legal mandates/ authorized business activities, registration date, place (Country) of registration, number of years of specific experience which include (Years of general experience). Litigation and arbitration history that could adversely affect or impact the performance of services if any, References on performance and reputation.

1.2 General Organizational Capacity which is likely to affect implementation:

- Provide information on the number of available key personnel in the company and available facilities.
- Provide the Audited Financial Statements for 2014, 2015 and 2016(Income Statement and Balance Sheet) duly certified by a Public Accountant.
- Please provide a brief description on types of activities undertaken.

1.3 Experience:

Please mention number of years of experience your consultancy firm has in:

Conducting similar studies/ assessments related to this ToRs

Conducting similar studies in developing countries and or in the Pacific Region.

Conducting similar studies/ assessments in other parts of the world.

Please provide relevant documentation evidencing the above. Please provide relevant references with contact details.

1.3: Similar Experience in the last 10 years with UN or International agencies/governmental entities and or any other entities:

Provide the following information regarding corporate experience within the last ten (10) years which are related or relevant to those required for this Contract.

Name of Project	Client	Country	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, E-mail)

PART 2 - APPROACH AND IMPLEMENTATION PLAN

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Please provide also the description of at least 3 similar studies your consultancy firm has undertaken recently with brief description of methodology.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. It is preferable to submit the required information in the following format:

Name of Subcontractor	Role	Percentage of Work

In case of subcontracting a firm or entity, please submit the following information of the subcontractor if it is a company:

Valid registration document.

A brief company profile - (not more than 5 pages).

Experience in undertaking similar activities relevant to subcontracted activities.

Performance references.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

PART 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet as shown below; to show the activities of each staff member and the time allocated for his/her involvement. (Note: ***This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP.*** If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)

Position Assigned under this Contract	Name of Consultant	Area of Expertise	Key activities	Number of Working days
<i>Team Leader (International Water Specialist)</i>				
<i>Senior Hydrological Engineer</i>				
<i>Hydrological Modeller</i>				
<i>Climate Change Impacts Hydrology Specialist</i>				
<i>Multi Criteria Assessment Specialist)</i>				
				Please add rows as required if the company wishes to propose other support staff however, the other support staff shall not be part of the set scoring criteria.

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (***Team Leader, Senior Hydrological Engineer, Hydrological Modeller, Climate Change Impacts Hydrology Specialist and Multi Criteria Assessment Specialist)*** that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the attached CV format below (form No. 5).

FORM No. 5 - CV FORMAT

Full Name and Surname:

Assigned Position Under this Contract:

Nationality:

Country of Residence:

Date of Birth: Gender:

Contact Information:

E-mail address ; Tel:.....

Countries of Work Experience in the last 5 years: Number of years of experience in the required area of specialization:

Language Skills: ((For each language indicate proficiency: **Fluent/Good/Fair/Poor**))

Please indicate in the below table the level of each skill:

Skills	English	French	Other		
Speaking					
Writing					
Reading					

Education/ Degrees Obtained & Other Qualifications: (*Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment.*)

Brief Description of Performed Tasks and Experience:

Period: From - To	Activities Performed	Job Title	Location	Year	Client
e.g. June 2004 – January 2005					
Etc.					
Etc.					

Minimum Three References: (*Please give name, title and contact details under each reference.*)

Reference No.1:

Reference No.2:

Reference No.3:

Declaration:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describe me, my qualifications, and my experience. Date:
(Signature)

Full Name of Director of Company:

I, the undersigned, certify that to the best of my knowledge and belief, that the aforementioned data does correctly describe the individual named above, his qualifications and experience.

..... Date: (Signature)

Full Name of Authorized Certifying Representative:

Section 7: Financial Proposal Form⁸

The Proposer is required to prepare the Financial Proposal separately from the rest of the RFP and **MUST BE PASSWORD PROTECTED**.

The Financial Proposal must provide a detailed cost breakdown.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

All planned costs related to this consultancy **must be specified** in the financial proposal by contractor for this assignment.

A. Cost Breakdown per Deliverables*

SN	Deliverable	Payment (%)	Total Price in USD Per Deliverable
1	Conducting an Inception workshop and submitting an inception report following preliminary consultation with different stakeholders. The inception report needs to present the key issues in the exercise and possible solutions, as well as present the revised work plan, after consulting with relevant stakeholders.	20%	
2	Conduct an initial assessment and provide a report on the findings.	20%	
3	Conduct an in-country mission and provide a mission report on findings	20%	
4	Modelling - Undertake hydrological and hydraulic modelling to test the performance of each of the mitigation measures and combinations of measures identified in the Initial Assessment Report and provide a report on findings which include Model Extents and Data Quality Assessment Report a Model Build and System Performance Report	20%	
5	Options Assessment - Report and a report detailing the results of the Options Assessment and Recommendations for an Optimum Integrated Flood Mitigation Solution for the Vaisigano Catchment	10%	
6	End of contract report – summary report of the assignment.	10%	

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

No.	Description of Activity	No. of Days	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
1.	Professional Services Fees from Home Offices:					
1.1	<i>Team Leader</i>			1		
1.2	<i>Senior Hydrological Engineer</i>			1		
1.3	<i>Hydrological Modeller</i>			1		
1.4	<i>Climate Change Impacts Hydrology Specialist</i>			1		
1.5	<i>Multi Criteria Assessment Specialist</i>			1		
1.6	Additional personnel (if applicable)					if applicable to your submission, kindly list the details and periods. You can add, delete as many lines as you think appropriate and in line with your original submission. Please add rows as needed.
2.	Professional Services Fees in Field:	No. of Days	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
1.1	<i>Team Leader</i>			1		
1.2	<i>Senior Hydrological Engineer</i>			1		
1.3	<i>Hydrological Modeller</i>			1		
1.4	<i>Climate Change Impacts Hydrology Specialist</i>			1		
1.5	<i>Multi Criteria Assessment Specialist</i>			1		

1.6	Additional personnel (if applicable)						if applicable to your submission, kindly list the details and periods. You can add, delete as many lines as you think appropriate and in line with your original submission. Please add rows as needed.
3.	Out of Pocket Expenses:	UoM	QTY	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
3.1.	International Flights: Destination – Samoa – Destination	Round Trip					Please add rows as needed per given destination and indicate the destination in your offer.
3.2.	Domestic Flights within Samoa (if applicable)	Round Trip					Please add rows as needed per given destination and indicate the destination in your offer.
3.3	Visa Fees	Each					
3.4	Daily Allowances	Daily					
3.5	Others (hiring of vehicle etc.) or transportation fees	Lump Sum			NA		Please specify and provide details of your Lump Sum Cost.
3.6	Communications				NA		
3.7	Reproduction/reports printing	Lump Sum			NA		
3.8	Equipment lease (if applicable)	Lump Sum			NA		
4.	Other Related Costs (if applicable):						Please specify and provide breakdown. Insert additional lines as required.
Total Grand Price in USD							

Section 8: FORM FOR PERFORMANCE SECURITY⁹

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#), dated [Click here to enter a date](#), to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

⁹ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

Section 9: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

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

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

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

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- ### 4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name

Designation

Address

Tel. No.

Fax. No.

Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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.

Section 10: Check List for Offerors

The hereunder checklist will assist Proposers to verify all the required documents that need to be submitted Under the **TECHNICAL PROPOSAL**:

DESCRIPTION OF DOUCMENTS	PROVIDED OR NOT APPLICABLE
Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured	
List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation	
Local Government permit to locate and operate in the current location of office or factory	
Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country	
Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any	
Statement of Satisfactory Performance from the Top Three Clients for provision of similar services during the last 5 years.	
Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past Three Years (2014,2015 and 2016).	
All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.	
Signed and stamped Proposal Submission Form (Section 4.)	
Signed and stamped Proposer Information Form (Section 5: From No. 1)	
Signed and stamped Joint Venture Form (Section 5: From No. 2) if applicable.	
Signed and stamped Declaration of no Conflict of Interest Form (Section 5: Form No. 3)	
Signed and stamped litigation and arbitration Form (Section 5: Form No. 4)	
Technical Submission to be provided in the same sequence as described Under " Section 6: Technical Submission Form " including required information and schedules and CVs.	