



## **REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)**

	DATE: April 17, 2013
	REFERENCE: RFP/KRT/13/022

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Value Chain Analysis of Hides and Skins Industry In Darfur**

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

Proposals may be submitted on or before Tuesday, April 30, 2013 and via courier mail or direct to the address below:

**United Nations Development Programme  
House No. 7, Block No. 5 Gama'a Avenue  
Khartoum – SUDAN**

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Mohammed Khan  
Head of Procurement Unit  
17 April 2013

### Description of Requirements

Context of the Requirement	<b>Value Chain Analysis of Hides and Skins Industry In Darfur</b>
Implementing Partner of UNDP	
Brief Description of the Required Services	Conduct a value chain analysis of the hides and skins industry across the five states of Darfur that will yield a clear, comprehensive and inclusive business plan for development of the industry in Darfur
List and Description of Expected Outputs to be Delivered	Refer to Annex 4 TOR
Person to Supervise the Work/Performance of the Service Provider	<i>Refer to Annex 4 TOR</i>
Frequency of Reporting	<i>Refer to Annex 4 TOR</i>
Progress Reporting Requirements	<i>Refer to Annex 4 TOR</i>
Location of work	<input checked="" type="checkbox"/> Exact Address/es Dafur
Expected duration of work	Ten to Twelve weeks during May June
Target start date	First week of May 2013
Latest completion date	First week of July 2013
Travels Expected	Contractor is expected to commence frequent travel to the three Darfur states.
Special Security Requirements	<input checked="" type="checkbox"/> Comprehensive Travel Insurance
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space and facilities <input checked="" type="checkbox"/> Land Transportation
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals	<input checked="" type="checkbox"/> 120 days

<i>(Counting for the last day of submission of quotes)</i>	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	See milestone in the TOR (Annex 4)
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract, or <input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm 40% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Description of requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact Person for Inquiries (Written inquiries only)	<i>Khalid Ibrahim</i> <i>Procurement associate</i> <i>Khalid.ibrahim@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information	NA

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[insert: Location].

[insert: Date]

To: Mohammed Khan  
Head of Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 4/17/2013 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

### A. Qualifications of the Service Provider

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

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

### B. Proposed Methodology for the Completion of Services

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

### C. Qualifications of Key Personnel

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

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

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

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

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

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

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

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

*[Designation]*

*[Date]*

## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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



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

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,

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

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

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

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

#### **15.0 TERMINATION**

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

- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a

similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this

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

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

**23.0 AUTHORITY TO MODIFY:**

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

**Terms of Reference**  
**Value Chain Analysis of Hides and Skins Industry In Darfur**

**A. Background**

Darfur covers an area of 493,180 km<sup>2</sup> (196,555 miles<sup>2</sup>). The population is estimated at 7.3 million people. The region is divided into five states; North, South, West, East and Central Darfur. Much of Darfur depends on rain fed agriculture for livelihoods, with pearl millet being a mainstay crop. Darfur lies on the edge of a desert, which with climate change has crept further south. In the far northern desert, years may pass between rainfalls. In the far south, annual average rainfall is 700 mm and many trees remain green year-round. Climate experts however, predict that rainfall will continue to decrease in this already parched region. The combination of decades of drought, desertification, economic and development marginalization and overpopulation are among the causes of the Darfur conflict which began in February 2003 the effects of which still reverberate throughout the region.

The current conflict in Darfur has undermined livelihood coping strategies and created conditions in which communities of Darfur have been left out of Sudan's overall economic growth. The conflict has accelerated environmental degradation as livelihood groups adapt to natural resource scarcity, which is most visible at the community and tribal levels. Darfur has traditionally been a major producer of animals, animal hides and skins and leather products regionally, nationally and internationally.

Before the conflict, the region was exporting 30,000 camels to Libya and about 50,000 to Egypt each year. In economic terms, livestock has been a primary target of the current conflict. A visible outcome of the conflict is changes in livestock migration patterns, markets, and related by-products. The disruption of livestock trade, both within Darfur and beyond its borders, has signaled a downward spiral of the region's economy. Livestock continues to hold an important role both socially and economically.

In order to accelerate recovery, set the stage for long-term development and prevent the outbreak of future conflict in Darfur, it is important to ensure that peace dividends reach conflict-affected households and communities. The continuous lack of productive work, basic social services and justice is creating hardship, frustration, and idleness among local populations. Uneven wealth distribution and lack of development in Darfur is creating significant inequalities in the region. As a result, there is a steady stream of grievances and disaffected youth who can be recruited for criminal activities and political mobilization. Consequently, economic recovery is central to prevent renewed violent conflict in Darfur.

The growing trade in hides and skins in Darfur represents a pocket of growth in an economy under significant strain. The tanning, finished leather and leather goods industry is labor intensive and thus represents an opportunity to generate much needed employment. It is also an industry in which both men and women can work.

Value chain interventions are used by UNDP to integrate the poor into local and global markets in order to facilitate access to fair pay and prices as both wage earners and consumers, inter alia. A positive external effect of value chain interventions is the promotion of peace and recovery post conflict. On the preventative side, this is particularly relevant for an economy like Darfur, which has been dramatically affected by civil war and where inter-communal conflicts still arise. Value chain interventions have the potential to alleviate the poverty of those in war-affected economies and can serve as a peace building strategy. This consultancy will strive to identify areas in the hides and skins industry where differing groups can cooperate in economic ventures.

## **B. Objectives**

1. Conduct a value chain analysis of the hides and skins industry across the five states of Darfur that will yield a clear, comprehensive and inclusive business plan for development of the industry in Darfur. Particular emphasis will be on slaughtering, hide tanning, finished leather and leather goods such as footballs.
2. Conduct a gender analysis in order to pinpoint opportunities for women and facilitate the development of an inclusive plan for expansion of the industry.
3. Identify specific sub-sectors within the industry that nomads can benefit materially and that will bring them into commercial interaction with other tribal and sedentary groups.
4. Identify private sector partners that will be instrumental in development of the industry and define how relationships may need to change in order to implement and sustain a successful value chain.

## **C. Scope of Work and Methodology of Business Plan Development**

States that will be targeted include all five states of Darfur: North, South, West, East, and Central Darfur. Nomads, women, youth, returnees, ex-combatants, and IDPs, are the principle target groups for employment through implementation of the business plan that will be a deliverable. Opportunities to advance economic recovery and promote peace between communities (sedentary, nomadic, IDP, agro-pastoralists) is a central consideration in development and implementation of the business plan.

1. Review existing slaughterhouse, tannery and leather value chain analysis in Sudan or applicable to Sudan, including those of UNDP, FAO, or other UN agencies, NGOs and multi-lateral organizations. Conduct desk review, field visits and discussions to gain an understanding of the current issues that could affect successful implementation of a hides & skins value chain in Darfur.
2. Map the flow/market structure of raw hides and skins, including the source of such for abattoir, tanneries, and finished leather products. Capture current prices and recommend strategies and new partnerships that will improve access and prices, including innovative ICT approaches that can equalize prices and access. Also capture the percentage of raw hides and skins processed in Darfur that are utilized in a

productive manner. For example, some nomadic groups and animal herders dispose of hides and skins that may have a productive use.

3. Explore via field visits and other methods the slaughter and tanning industry and finished leather and leather goods production in Darfur. Map existing abattoirs and tanneries, including cottage slaughtering and tanning, and finished leather and leather goods producers.
4. Identify local, regional, national and international markets on which the industry should concentrate; taking into consideration transportation constraints and opportunities.
5. Evaluate the capacity of tanneries (production rate) by size and type of leather production (cattle, sheep, and goat). Review machinery and tools used and upgrades needed and associated costs to improve capacity and quality of production. Recommend the optimal geographic locations, industry size and products to concentrate value chain development in the short, medium and long term. Recommend specific leather good products optimal for the environment and tannery conditions e.g. gloves require a more refined process than tanning for footballs.
6. Elaborate the value chain including key actors and their roles and a strategy for access of Darfur producers to markets with a focus on links that will grow the industry and generate significant employment for men, women, youth, IDPs, and returnees. Identify private sector companies involved in the value chain that may be potential partners with UNDP in integration of the Darfur value chain. Analyze relationships between actors in order to identify points of entry.
7. Chart producer's current and potential income showing the cross over in profits after inputs.
8. Evaluate the production condition of the Nyala tannery, and the abattoirs in Nyala and Geneina and costs of refurbishment and sustainability strategy.
9. Identify existing leather technology institutes in Sudan or accessible to Sudan that can be an ongoing source for development, training and provision of business development services for producers within the industry. Only institutes that demonstrate sustainability will be considered for collaboration.
10. Review the business enabling environment such as taxes and levies imposed by state and local governments and identify needs at the level of the SME, locality, state, etc. with a rational taxation methodology.
11. Assess the potential environmental impact of growing the abattoir, tanning and leather production industry in Darfur and recommend economically viable green strategies.

#### **Specific Value Chain Analysis Tasks:**

1. Identify finished leather and leather products for which integrated value chains will enhance sustainability of businesses and increase income potential for community members, especially nomads, women, youth, returnees and IDPs.
2. Identify and contrast discrete activities in each chain that will each improve value in various ways. These will include estimations of revenues and costs, cost drivers, separable assets and personnel involved, etc.
3. Identify structural, procedural and operational activities. Structural activities will determine the basic economic nature of the industry, as well as suitable management structures and legal forms. Procedural activities will include all aspects of the firms'



operations and reflect the companies' ability to carry out the processes effectively and efficiently. For example, the condition of the Nyala Tannery should be analyzed and consideration of activities needed to make it profitable.

4. Design a Competitiveness Strategy, including structural and procedural activities in order to give abattoir, tanneries, finished leather and leather goods producers in Darfur an overall competitive advantage. Identify characteristics that tanneries, finished leather and leather products companies in Darfur can exploit and thereby create value for future customers e.g. quality, service, or any tangible or intangible product features. Determine which activities are strategic in the value chain by identifying which product characteristics are most valued by customers.
5. Conduct an analysis of the constraints within the value chain and make recommendations to mitigate constraints.
6. Specify accounting techniques that trace revenues and costs to activities. Focus on value-added processes in order to manage activities more efficiently.
7. Design management of activities with the aim of achieving a competitive advantage.
8. Involve various levels of input into value chain development including small and medium size producers, cottage tanners, employees, women, and youth.

Work in coordination with UNDP value chain experts in Khartoum and New York and the Technical Advisory Committee for Pro-Poor Value Chain Integration in Sudan.

#### **D. Environmental Impact**

The tanning industry is a potentially pollution-intensive industry. Environment effects must take into consideration the load and concentration of classic pollutants, but also the use of chemicals. Environmental impacts can come from liquid, solid and gaseous waste streams and from consumption of raw materials such as energy, chemicals and water. UNDP support to any hides and skins operations wither abattoir, tanning or leather product production much prove to address environmental impacts and use low impact strategies such as low water processing, proper processing of waste water, recycling of waste water, and utilization/sale of "waste" by-products such as scrapes as well as sludge, etc.

#### **E. Deliverables**

Detailed business plan for the Hides and Skins Industry that recommends and elaborates the most promising sub-industry, products, locations and business models in terms of employment generation, business sustainability, and environmental sustainability. Positive economic impact of principle target groups and potential impact on peace and recovery are central in deciding which sub-sector to develop in the short, medium and long term. The business plan should not exceed 75 pages. The business plan will lay out the specific actions needed to develop a thriving industry that addresses environmental impact.

1. Business plan, including a competitiveness strategy that will serve as a road map to develop a thriving inclusive industry that addresses environmental impact.
2. Contact list of private sector companies involved in hides and skins in Darfur.
3. Identification of and contact list for potential investors in the industry.
4. Identification of constraints and strategies to manage constraints.
5. Presentation and discussion of the business plan and recommendations with key stakeholders.

## F. Payment Milestones

Milestones	Payment %	Date
1. Value chain analysis framework presented and agreed upon by the Project Advisory Group	30%	2 weeks form the date of signing the contract
2. Final Business Plan including deliverables 1-5	70%	10-12 weeks
Total	100%	

## G. Technical Evaluation Criteria

Proposal Criteria		Maximum Obtainable Points
1	Expertise, Methodology and Work Plan	40
	- Experience of the organization and core staff in value chain analysis in Sudan.	10
	- Proposal demonstrates a thorough understanding of the country, regional context and scope of work.	10
	- The methodology demonstrates a realistic, effective approach to achieving the expected deliverables.	10
	- The work plan demonstrates realistic, efficient approach to achieving the deliverables.	10
2	Relevance to Scope of Work	30
	- Proposal demonstrates experience and capacity in analysis of social and economic dynamics in Darfur or similar contexts i.e. post-conflict, and between competing livelihood group's e.g. sedentary communities and nomadic communities.	5
	- The proposal demonstrates understanding of the hides and skins industry	10
	- Proposal demonstrates experience in developing business plans based on a value chain analysis	10

	<ul style="list-style-type: none"> <li>- Organization presence in Sudan or capacity to mobilize resources in order to be available to launch implementation within a short timeframe.</li> </ul>	5
3	Staff Qualifications and Expertise	30
	<ul style="list-style-type: none"> <li>- Staff experience in value chain analysis, operationalization of analysis in to a clear business plan for implementation.</li> </ul>	10
	<ul style="list-style-type: none"> <li>- Staff expertise in skins and hides industry e.g. tannery, leather goods production.</li> </ul>	10
	<ul style="list-style-type: none"> <li>- Staff academic credentials (advanced university degree in economics, expertise in hides and skins industry)</li> </ul>	5
	<ul style="list-style-type: none"> <li>- Analytical skills of staff in developing business strategies</li> </ul>	5
	TOTAL	100