



1.

REQUEST FOR PROPOSAL (RFP) - CAPACITY ASSESSMENT OF THE MINISTRY OF INVESTMENT, TRADE AND INDUSTRY

NAME & ADDRESS OF FIRM	DATE: January 14, 2019
	REFERENCE:

Dear Sir / Madam:

We kindly request you to submit your Proposal for *Capacity Assessment of the Ministry of Investment, Trade and Industry*.

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

Proposals may be submitted on or before Wednesday, January 30, 2019 and via email, courier mail or fax to the address below:

United Nations Development Programme
P.O. Box 54, Gaborone, Botswana
Procurement Unit

Enquiries.bw@undp.org OR FAX 3956093

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Procurement Unit
[designation]
1/14/2019

Description of Requirements

Context of the Requirement	<p>1.1 The Country Programme Document for Botswana (2017-2021) (CPD) of the United Nations Development Programme (UNDP) outlines the Programme's response to support Government of Botswana (GoB). UNDP support is in three (3) areas 1) policy design, 2) policy implementation and 3) evidence-based monitoring and evaluation. The support is within the context of the UNDP mandate to provide technical expertise, exchange of knowledge and capacity development, based on international best practice. It is also UNDP's mandate to support developing countries to achieve national and international goals, notably the Sustainable Development Goals (SDGs)</p> <p>1.2 GoB and UNDP priorities and aspirations as identified in National Development Plan 11 (NDP 11) and Vision 2036 include but not limited to; developing diversified sources of economic growth, employment creation, export-led growth, creating a conducive environment for the private sector, improving regulatory framework for doing business and global competitiveness. The Ministry of Investment, Trade and Industry (MITI) plays a critical coordination role in the Economy and Employment Thematic Area of NDP11 which overarches the preceding priorities and aspirations. The Ministry's mandate, as stated in the 2016 -2022 Strategic Plan, is to facilitate the Promotion of Investment and the development of Sustainable Industries and Trade.</p> <p>1.3 The current MITI Strategic Plan acknowledges that the Ministry has grown in scope and complexity in previous years, with additional parastatals, Authorities and Departments responsible for new Programmes. The Ministry has five (5) Departments, one (1) Unit and eleven (11) Parastatals through which it executes its mandate. Their roles are summarized below;</p> <p>1.3.1 Department for Co-operative Development (DCD) is responsible for formation and registration of co-operative business enterprises, educates and advices on matters relating to co-operative management</p> <p>1.3.2 Department of Industrial Affairs (DIA) promotes industrial development through formulation and review of policies and legislation aimed at stimulating investment, sustainable industries and economic growth and diversification</p> <p>1.3.3 Department of International Trade (DIT) is responsible for trade development and creation of market access through bilateral and multilateral trade agreements/ treaties;</p> <p>1.3.4 Department of Trade and Consumer Affairs (DTCA) promotes the growth and development of internal trade, fair business practices, as well as consumer protection and welfare through formulation and review of Policies and Legislation</p> <p>1.3.5 Department of Corporate Services (DCS) coordinates MITI resources to ensure effective execution of the ministry's core mandate.</p>
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	<p>1.3.6 Economic Diversification Drive Unit (EDD) coordinates and facilitates all efforts aimed at diversifying the economy through the development of globally competitive enterprises</p> <p>1.4 Although notable strides have been achieved towards economic diversification and inclusive growth, the review of NDP 10 brought to the fore inadequate implementation capacity as a major issue concerning economic growth. This is reflected by massive cost overruns; delayed project completion; and poor quality of some completed projects. In addition, implementation is weak due to absence of capacity to implement programmes that consider the interests of multiple stakeholders and deploy an integrated approach to development</p> <p>1.5 In light of this, Ministry of Investment, Trade and Industry (MITI) recognizes that achievement of its goals, hinges on capacities of individuals and each Department partaking in the coordination and/or implementation of its mandate. UNDP supports this view. To drive this view UNDP seeks to support the improvement of national capacities in MITI to plan for delivery, identify and solve implementation challenges and account for the delivery of high quality sustainable development</p> <p>1.6 To that effect, MITI with the support of UNDP seeks to engage consultancy services to conduct a comprehensive capacity assessment. For the purpose of this capacity assessment, the Ministry (MITI) will be understood to mean the five departments and one unit listed above</p> <p>2.0 PURPOSE OF THE CAPACITY ASSESSMENT</p> <p>1.7 The purpose of the assessment is to identify what key capacities already exist and what additional capacities may be needed for the Ministry to fulfill its mandate.</p> <p>1.8 For the purpose of this capacity assessment, the Ministry (MITI) will be understood to mean the five departments and one unit listed above.</p> <p>1.9 NOTE: The MITI undertook an Organisational Restructuring Consultancy in 2014. A Functional Structure was subsequently approved in 2016. In addition, a review of Vision, Mission and Strategy were carried out in 2016 and resulted in 2016 – 2022 MITI Strategic Plan. Therefore, the focus of Scope of Works will be on assessment of capacity of MITI staff to carry out the Ministry's mandate according to the functions approved in 2016 and any amendments made thereafter. Refer to Annex 1, for MITI organizational structure with functions.</p> <p>Click here to enter text.</p>
Implementing Partner of UNDP	Ministry of Investment, Trade and Industry, Botswana
Brief Description of	<p>3.0 SCOPE OF WORKS</p> <p>The overall objective is to carry out a capacity assessment of MITI. Specifically, Consultant will be expected to;</p>

the Required Services ¹	<p>a) Mandate</p> <ul style="list-style-type: none"> • Read and become familiar with the Vision, Mission and mandate of the Ministry of Investment, Trade and Industry. The consultant shall study findings and recommendations emanating from the organizational restructuring exercise of 2014 and the 2016 -2022 Strategic Plan <p>b) Institutional Arrangements</p> <ul style="list-style-type: none"> • Read and become familiar with the NEW approved organisational structure <p>c) Functions</p> <ul style="list-style-type: none"> • Read and become familiar with the revised functions determined in the approved 2016 Functional Structure. <p>d) Human Resources Requirements</p> <ul style="list-style-type: none"> • Conduct a technical knowledge and skills audit (i.e. assess the capacities) of all existing Senior Management and Technical staff against approved functions determined in 2016 and any amendments made thereafter. • Determine if additional staff will be required to implement the approved functions and make recommendations accordingly. Develop Job Descriptions for these new staff. • Review Job Descriptions of existing staff to ensure that any relevant new functions as defined in 2016 Functional structure are included <p>e) Accountability and Information Flow</p> <ul style="list-style-type: none"> • Review information flow within and between the Ministry agencies and other stakeholders. • Review the reporting requirements, frequency and flow of reports and assess reporting capacities. • Review what types of information and how this information is shared within and between the Ministry agencies. Assess the effectiveness of how this process is undertaken and make recommendations accordingly. <p>f) Make recommendations accordingly based on findings</p>
List and Description of Expected Outputs to be Delivered	<p>4.0 DELIVERABLES</p> <p>The consultant is expected to provide the following deliverables:</p> <ul style="list-style-type: none"> • Inception Report: The Inception Report should have a clear roadmap for undertaking and completing the Capacity Assessment. In other words, the inception report should detail the understanding of the of the assignment; show how each action in the Scope of Works will be addressed by way of proposed methods, sources of data and data collection procedures. Include a proposed schedule of tasks, activities and deliverables. Designate a team member with lead responsibilities for each task or product if applicable. The report should include the templates to be used and the capacity assessment questions to be analyzed

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

	<ul style="list-style-type: none"> • A report documenting findings, conclusions and recommendations of the capacity assessment, including new job descriptions if applicable. • A Capacity Response Plan for both existing and new proposed staff, based on the findings of the Capacity Assessment. This plan must have clear actions and timelines. It should set out in detail the broad outline of the content of any proposed training activities to be conducted but is not expected to develop the training manuals/materials in full for each activity, nor to conduct the training for any activity. • A Plan of action to implement any other proposed recommendation that is not a capacity action • The plans must include, monitoring plans with clear targets and indicators. <p>5.0 METHODOLOGY</p> <p>UNDP has developed a methodology for conducting capacity assessments that is systematic and rigorous. The methodology is adaptable to suit different purposes. Consultants are encouraged to consider using some of the guidance provided but adapted to the context of this assignment. Nevertheless, whatever methods are selected by the consultants, they must appropriately respond to the Scope of Works of the capacity assessment to produce intended quality deliverables. Consultants shall collect and make use of available information and apply sound technical practices and methods. It is highly recommended that these methods comprise both quantitative and qualitative approaches.</p> <p>Consultants will be expected to work closely with all MITI existing Senior Management and Technical staff to ensure ownership and successful findings.</p> <p>6.0 KEY PERSONNEL - REQUIRED QUALIFICATIONS & EXPERIENCE</p> <p>The bidder should demonstrate past performance in providing similar services, indicating client name, nature and scope of work, client contact person, personnel involved and contract value.</p> <p>Lead Consultant – Overall engagement leader, responsible for quality assurance.</p> <p>Qualifications: The Lead Consultant must have advanced post-graduate degrees (Masters/PhD) in Social Sciences such as Economics, Development Studies, Industrial Economics, Human Resource Management, Public Administration or any other relevant field of study.</p> <p>Work experience: The Consultant must have minimum 10 years of experience in conducting organizational capacity needs assessments, organizational development, capacity building and/or similar assignments at the national, regional and global levels, which are aligned to the scope of</p>
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	<p>work defined in these terms of reference. The Consultant must have good experience in working in middle-income countries</p> <p>Good understanding and extensive experience in economic diversification, SMME development and advising governments at policy level on institutional arrangements, formulation and implementation of strategies is required. Overall knowledge of the economy and the development context of Botswana are required. The Consultant must have good report writing, presentation, advocacy and communication skills.</p> <p>Technical Team Members – Minimum of three (3) technical team members is required. Responsible for project roll-out and implementation; data collection, report writing, etc.</p> <p>Qualifications: Bachelor’s Degree in social sciences such as economics, development studies, industrial economics</p> <p>Work Experience: – Minimum five (5) years in Research</p> <p>7.0 IMPLEMENTATION ARRANGEMENTS</p> <p>The Consultant will report overall to the Resident Representative of UNDP but will work on a daily basis with the Ministry of Investment, Trade and Industry (MITI). The Consultants will report directly to the Director Corporate Services. Overall policy guidance and supervision falls under the purview of Deputy Permanent Secretary Corporate Services. Daily, until the end of the consultancy, Consultants will work closely with the staff of Corporate Services who are also the Secretariat for the assessment exercise.</p> <p>The Consultants will be required to present the reports at Reference Group meetings within 10 days of the submission of the report. The Reference Group will be tasked with providing technical support to the assessment. It will be made up of MITI Executive Management, and other stakeholders co-opted by the Ministry. UNDP will be part of the Reference Group and will provide technical and quality assurance support to the entire process. DPS-Corporate Services will serve as Chairperson of the Reference Group.</p> <p>8.0 DOCUMENTS TO BE INCLUDED WHEN SUBMITTING APPLICATION</p> <p>Interested Consultants must submit the following documents/information to demonstrate their interest in the consultancy:</p> <p>a) Technical Proposal: The technical proposal should include the following:</p> <ul style="list-style-type: none"> • Understanding and appreciation of the Terms of Reference (ToRs). If necessary, the consultant will provide comments and/or suggestions on the ToRs. • Demonstration of adequate understanding of the specified requirements. • Detailed explanation of the approach/methodology that the consultants propose to carry out the assignment.
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	<ul style="list-style-type: none"> • A Work Plan, of activities. • An implementation matrix/work plan with timelines for carrying out the assignment. • Profile of Consultants and an outline of specific experience of the Consultants in providing consulting services in Capacity Assessments or similar assignments. • Demonstration of past experience and performance in providing similar services, indicating client name, nature and scope. <p>b) Financial proposal:</p> <ul style="list-style-type: none"> • Lump-sum consultancy fee. • The lump sum should be broken down to clearly indicate: travel, per diems, and actual consultancy fees (daily fee). • An indication of whether this rate is flexible or not. <p>c) Personal CVs for all key personnel, which must include past experiences undertaking similar assignments and at least three (3) references for ease of background check.</p> <p>9.0 TRAVEL</p> <p>All envisaged travel costs must be included in the financial proposal. This must include the travel cost to join duty station/repatriation travel. Kindly note that UNDP will not accept travel costs exceeding those of an economy class ticket. Should the Consultants wish to travel on a higher class, he/she is free to do so using his/her own resources for the upgrade. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Consultants, prior to travel and will be reimbursed</p>
Person to Supervise the Work/Performance of the Service Provider	UNDP Resident Representative, Report to the Director Corporate Services
Frequency of Reporting	Daily Basis
Progress Reporting Requirements	As per deliverables
Location of work	<input checked="" type="checkbox"/> Botswana Gaborone and regions <input type="checkbox"/> At Contractor's Location

Expected duration of work	Bidder to propose schedule of works as part of the Proposal within 90 Days																			
Target start date	February 2019																			
Latest completion date	Bidder to propose schedule of works as part of the Proposal.																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td></td> <td>November-December</td> <td>Consultations</td> <td>November-December exact dates TBA</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s		November-December	Consultations	November-December exact dates TBA								
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Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others NOT APPLICABLE																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others NOT APPLICABLE																			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro																			

	<input checked="" type="checkbox"/> Local Currency														
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days 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 <input type="checkbox"/> Permitted														
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Acceptance of the Inception Report</td><td>20%</td><td>As agreed with UNDP and implementing partner.</td><td rowspan="3"></td></tr> <tr> <td>Approval of Draft Final Report after presentation at the Reference Group and Stakeholders</td><td>40%</td><td>Approval of draft report</td></tr> <tr> <td>Final Report, successful completion of assignment and action plan for the implementation of recommendations</td><td>40%</td><td>As agreed with UNDP and implementing partner.</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Acceptance of the Inception Report	20%	As agreed with UNDP and implementing partner.		Approval of Draft Final Report after presentation at the Reference Group and Stakeholders	40%	Approval of draft report	Final Report, successful completion of assignment and action plan for the implementation of recommendations	40%	As agreed with UNDP and implementing partner.
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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

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

Person(s) to review/inspect/ approve outputs/compl eted services and authorize the disbursement of payment	Steering Committee and Technical Reference Group and UNDP				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>				
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<p>The procedure for evaluation of the bids shall consist of three stages.</p> <p>STAGE 1 – Preliminary Evaluation</p> <p>Preliminary evaluation of the proposals will be a compliance check based on the aspects below;</p> <ol style="list-style-type: none"> 1. Qualifications 2. Experience 3. Completeness of Bid <p>The evaluation is based on a yes/no response. If the response is “no” for any three (3) of the criteria, the bidder will be disqualified from further evaluation</p> <p>STAGE 2 Technical Proposal (70%)</p> <p><input checked="" type="checkbox"/> Technical evaluation shall be made to determine capability to deliver the required deliverables of the consultancy. It will be based on a scale of 0-100 points wherein the qualifying mark is 70%. Therefore, if the bidder fails to score 70% or above under stage 2, they shall be disqualified from further evaluation. The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1"> <thead> <tr> <th>Description of quality criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>1. Context</td><td>15</td></tr> </tbody> </table>	Description of quality criteria	Maximum number of tender evaluation points	1. Context	15
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⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<ul style="list-style-type: none"> • Knowledge of Botswana's development context, mandate of MITI and the relevant state and non-state actors supporting the work of the Ministry. 		
	2. Technical Competence <ul style="list-style-type: none"> • Ability to undertake qualitative and quantitative data analysis • Expertise in undertaking Capacity Assessments 	25	
	3. Relevant Work Experience <ul style="list-style-type: none"> • Demonstrate past performance in providing capacity building, capacity assessments and development and/or similar services • Experience in drafting high quality reports and facilitating development planning consultative processes 	25	
	4. Methodology/Approach <ul style="list-style-type: none"> • Demonstrate adequate understanding of the specified requirements • Methodology/approach 	25	
	5. Presentation & Packaging <ul style="list-style-type: none"> • Good writing, communication and presentation skills. (10) 	10	
	Total evaluation points	100	
	<p>STAGE 3 Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>		
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: Proposals are sought from suitably qualified individuals and /or teams. Partnerships between civil society and academia, are particularly welcomed, as are south-south, north-south and triangular cooperation arrangements (eg local / international partnerships). If partnerships or multi-party teams are proposed, the curriculum vitae of each member of the research team should be included in the proposal, along with the respective roles and approach to supervision and quality control. If the proposal is for more than one service provider, the proposal must include:</p> <p>a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;</p>		

	<p>b) CVs demonstrating qualifications; and</p> <p>c) Written confirmation from each personnel that they are available for the entire duration of the contract.</p>
Annexes to this RFP ⁵	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁶</p> <p><input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i></p> <p><input type="checkbox"/> Others⁷ <i>[pls. specify]</i></p>
Contact Person for Inquiries (Written inquiries only) ⁸	<p><i>Enquiries.bw@undp.org</i></p> <p><i>+267 3956093</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	

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

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

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

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

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

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

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

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

III. Other Related Costs				
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*[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.