



**REQUEST FOR PROPOSAL (RFP) - CONSULTANCY FOR THE DEVELOPMENT OF THE REVISED BOTSWANA EXPORTER DEVELOPMENT PROGRAMME**

<b>NAME &amp; ADDRESS OF FIRM</b>	<b>DATE: March 15, 2019</b>
	<b>REFERENCE: RFP:0032019</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for **CONSULTANCY FOR THE DEVELOPMENT OF THE REVISED BOTSWANA EXPORTER DEVELOPMENT PROGRAMME**

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

Proposals may be submitted on or **before Friday, April 5 2019** and via email, courier mail or fax to the address below:

United Nations Development Programme  
P.O. Box 54, Gaborone, Botswana  
Procurement Unit  
OR by email to [procurement.bw@undp.org](mailto:procurement.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](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]*  
3/15/2019

## Description of Requirements

Context of the Requirement	<p>1.1 The Government of Botswana's (GoB) priority to achieve export-led economy dates to the second Industrial Development Policy (IDP) of 1998. The IDP entailed a change of emphasis from import substitution to export-led growth. This reflected the realisation that export-led growth is more dynamic to support long-term growth better than the import substitution strategy, which is based on the relatively small domestic market.</p> <p>1.2 Botswana's export portfolio remains highly undiversified, with diamonds accounting for over 80% of the country's export earnings. The review of the National Development Plan (NDP) 10 indicated a steady decrease in the share of non-traditional exports during NDP 10. In 2009, the share of non-traditional merchandise exports was about 10%. It decreased to 8% in 2010 and had reached about 3% by 2013.</p> <p>1.3 Opportunities for export-led economic growth are ample. Botswana's Vision 2036 envisages that by 2036, Botswana will be a high-income country, with an export-led economy underpinned by diversified, inclusive and sustainable growth driven by high levels of productivity. Similar vision is well articulated in the previous National Export Strategy (NES) 2010-2016 and the revised National Export Strategy 2019-2023. The NES 2010-2016 was designed to increase Botswana's exports in the global marketplace; whereas, the revised NES 2018-2023 has the vision to make Botswana a leading developed economy that will be built on a sustainable, diversified and competitive export sector for the realisation of sustainable employment creation and poverty eradication for the benefit of all its citizens as enshrined in its Vision 2036.</p> <p>1.4 Recognizing the problems that its small domestic market ultimately poses for investors, the urge to have a strong external focus is overwhelming. Botswana continues to promote trade by pursuing free trade agreements with its neighbors as well as other developed and developing countries. The country has access to regional, continental and global markets such as the Southern African Customs Union (SACU), the Southern African Development Community (SADC), and the whole of Africa for which it is about to sign the Africa Free Trade Continental Agreement, as well as international markets of Europe and the United States of America through various protocols, such as the Economic Partnership Agreement and the African Growth and Opportunity Act, respectively.</p> <p>1.5 In 2013, the Botswana Investment and Trade Centre (BITC) launched the Botswana Exporter Development Programme (BEDP) based on the NES 2010-2016. The programme was introduced as a national programme with the primary objective of developing the export capacity of the country to compete in regional, continental and global markets. The programme's objectives included developing a pool of export-ready companies, developing new export markets and products and facilitating collaboration between all the stakeholders from both the private and public sectors.</p>
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	<p>1.6 The BEDP was implemented from 2013 – 2017 with trade promotion and development activities that BITC undertook with all relevant stakeholders, with the intent of facilitating foreign market access for Botswana’s manufacturers. To assess the performance of the programme after these many years, BITC sanctioned the evaluation of the BEDP programme with the support of UNDP. The findings of the evaluation point to various implementation challenges and shortcomings, with some strategic recommendations advanced as follows:</p> <ul style="list-style-type: none"> <li>▪ That during the design of the revised programme, the scope of interventions should be comprehensive enough to cover pertinent issues such as intellectual property rights, market access compliance requirements, knowledge of preferential markets and areas to find export related services in the country;</li> <li>▪ That the design of the revised programme should be that of a conventional project design process in which there is an in-depth analysis of the problems to be addressed relative to export diversification, appropriate institutional structure, definition of clear objectives, and specific timelines for key interventions;</li> <li>▪ That during the implementation of the revised programme, collaboration should be fostered with well-established businesses to support skills development of new and emerging businesses, transfer of knowledge and technology, add to available investment capital and create opportunities for them to access already secured markets;</li> <li>▪ That research and development, innovation and technology must be integral parts of the revised programme, which will then entail forging strategic partnerships with existing academic and research institutions such as University of Botswana and the Botswana Institute of Development Policy Analysis;</li> <li>▪ That the revised programme should have a robust and proper quality assurance system to manage its implementation relative to the scope, timelines for interventions, the budget and monitoring, reporting and evaluation;</li> <li>▪ That geographical spread of the revised programme should be widened to include firms in rural areas and other urban areas other than Gaborone and its environs; and</li> <li>▪ That all relevant stakeholders that have a role to play in the implementation of the revised programme should be involved in its design through a rigorous stakeholder analysis and consultation processes.</li> </ul> <p>1.7 The insignificant outcomes of past efforts call for a robust export-led growth strategy and programme to achieve the objectives of the NDP 11, Vision 2036 and to seize the opportunities of Botswana developing its export capacity and leveraging the potential of regional, continental and global markets. As such, a much more focused strategy and programme are needed to increase the share of non-traditional exports and achieve economic and export diversification in the economy. The revised NES 2019-2023 and revised Export Development Programme 2019-2023 envisage to adequately respond to these important outcomes. They strive to expand the frontiers of Botswana’s national economy into regional, continental</p>
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	<p>and global markets, designed to increase its competitiveness, the level and quality of exports and diversifying the country's export base.</p> <p>1.8 In view of the above, the BITC with the support of UNDP requires the services of a team with the capacity and extensive experience on development issues that are specific to economic diversification and export development to support the Government of Botswana through the BITC and the Ministry of Investment, Trade and Industry (MITI) to develop the revised BEDP 2019-2023, its implementation action plan and monitoring and evaluation framework.</p>
Implementing Partner of UNDP	Botswana Investment and Trade Centre
Brief Description of the Required Services <sup>1</sup>	<p><b>OVERALL OBJECTIVE</b></p> <p>The overall objective of the consultancy is to develop the revised Botswana Exporter Development Programme, its implementation action plan and monitoring and evaluation framework for the Government of Botswana through the Botswana Investment and Trade Centre (BITC) and the Ministry of Investment, Trade and Industry (MITI) using the revised National Export Strategy (NES) 2019-2023, the evaluation report of the previous BEDP and other strategic documents relevant to the subject matter.</p> <p><b>SPECIFIC OBJECTIVES</b></p> <p><b>Programme Vision</b></p> <ul style="list-style-type: none"> <li>▪ Develop the revised BEDP 2019-2023, referring to the revised National Export Strategy 2019-2023, the evaluation report of the previous BEDP and other strategic documents related to the export development sector in Botswana and other countries with similar development characteristics.</li> <li>▪ Define strategic objectives and interventions of the revised BEDP and ensure they are aligned to Botswana's development agenda, as espoused in the revised National Export Strategy 2019-2013, NDP 11, and VISION 2036.</li> <li>▪ Consultants will be required to indicate how synergies can be created with other relevant initiatives such as the Supplier Development Programme of UNDP, Tokafala Programme of Government, Debswana, Anglo American and De Beers, and the Cluster Development Initiative of the National Strategy Office and the Economic Diversification Drive Strategy of MITI.</li> <li>▪ Clearly ensure that gender considerations are mainstreamed in the revised programme and the needs of people with disabilities and other vulnerable groups (youth and women) involved in economic activities in the economy are also prioritised.</li> </ul>

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

	<p><b>Programme Interventions</b></p> <ul style="list-style-type: none"> <li>▪ Align key programme priority sectors with those identified in the NES 2019 - 2023 and elaborate more on the sectors by mapping value chains and identify strategic points where value may be maximised and export competitiveness increased.</li> <li>▪ In addition, advance practical interventions that will help to inculcate appropriate export culture across the selected sectors and in the economy.</li> <li>▪ The evaluation report of the previous BEDP recommended the development and inclusion of modules on Intellectual Property Rights; market access compliance requirements; knowledge of preferential markets; and national and international export controls on export awareness training. As such, the consulting team is requested to advance a comprehensive training framework considering the above recommendation and various phases of export development.</li> <li>▪ Recommend practical strategies that will help to institutionalise the use of research and development (R&amp;D), innovation, and technology in the revised programme to enhance better results and upscaling.</li> <li>▪ The Evaluation recommends that the geographical spread of the Programme should be widened to cover all districts to contribute to poverty alleviation and create jobs. Therefore, in the development of the new programme, the consulting team is expected to consider an effective outreach approach to cover all districts in Botswana.</li> <li>▪ Advance appropriate vetting criteria and tools that will be used to select beneficiary companies and businesses, thus ensuring that they are deserving and have the potential to become exporters.</li> <li>▪ Develop a robust costed implementation action plan to support the implementation of the revised programme.</li> <li>▪ Other than the government being the only funding source used to support the implementation of the previous BEDP, advance alternative funding sources that will help to ensure sustainability of the revised programme.</li> </ul> <p><b>Institutional Arrangements</b></p> <ul style="list-style-type: none"> <li>▪ Define a clear and robust institutional structure that will support the smooth management, implementation, monitoring, reporting and evaluation of the revised BEDP. The roles and responsibilities of all relevant stakeholders including the private sector, academic and research institutions, development partners, media, civil society, and relevant government institutions at national and sub-national levels must be clearly defined.</li> </ul> <p><b>Monitoring &amp; Evaluation</b></p> <ul style="list-style-type: none"> <li>▪ Develop a clear and robust monitoring and evaluation plan for the revised programme, which must be based on a sound theory of change comprised specific, measurable, attainable, realistic baselines, indicators and targets as well as outputs for the duration of the Programme. The monitoring plan must also set out where and how the data will be stored. It will also set out the reports that will be generated from the data</li> </ul>
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	<ul style="list-style-type: none"> <li>Align the Revised BEDP and the M&amp;E plan, indicators and targets with the relevant SDGs, targets and indicators, as espoused in the 2030 Agenda.</li> </ul>
List and Description of Expected Outputs to be Delivered	<p><b>METHODOLOGY</b></p> <p>The team shall collect and make use of available information and apply sound technical practices and methods in carrying out the assignment. The methodology selected by the consultants must appropriately respond to the objectives of the assignment to produce quality deliverables. It is highly recommended that these methods must comprise both quantitative and qualitative approaches.</p> <p>Extensive desk review of various reports/publications from the implementation of the previous BEDP and relevant documents is also envisaged. The team will be expected to identify and engage relevant stakeholders and entities comprised of both state and non-state actors to; clarify objectives and expectations with primary clients and dialogue with key stakeholders around export and exporter development in Botswana. Stakeholders should include but not limited to civil society, private sector, relevant government sector ministries, departments and agencies at national and sub-national levels, academia and research institutions, and relevant development partners working in the areas of economic diversification, export development, sustainable economic growth and development, economic empowerment of women and youth and other vulnerable groups, SMEs development, research and development, innovation and technology, and poverty eradication.</p> <p><b>DELIVERABLES</b></p> <p>The key deliverables expected from the assignment are</p> <ul style="list-style-type: none"> <li>Inception report: The Inception Report should have a clear roadmap for undertaking and completing the assignment. In other words, the inception report should detail the understanding of the assignment; show how each action in the overall and specific objectives 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.</li> <li>First Draft BEDP Document incorporating all aspects outlined in Scope of Works above including a costed implementation plan and a monitoring plan</li> <li>Final BEDP Document incorporating all aspects outlined in Scope of Works above</li> </ul> <p><b>PLANNING</b></p> <p>The duration of the assignment is envisaged to take about SIXTY (60) days spread over a period of THREE (3) months including the review period by the Reference Group (RG). The team is therefore expected to indicate the deliverables against the proposed time to be taken.</p> <p><b>KEY PERSONNEL - REQUIRED QUALIFICATIONS &amp; EXPERIENCE</b></p>

	<p>The team should demonstrate extensive experience on past performances of similar assignment, indicating client (s) name (s), nature and scope of work, clients' contact details, personnel involved and contract value.</p> <p><b>Lead Consultant</b> – Team leader, responsible for quality assurance.</p> <ul style="list-style-type: none"> <li>▪ <i>Qualifications:</i> The Lead Consultant must have advanced post-graduate degree (Master's/PhD) in social sciences such as economics, development studies, industrial economics or any other relevant field of study.</li> <li>▪ <i>Work experience:</i> The Lead Consultant must have minimum of 15 years of experience in the formulation and implementation of export development programmes, economic diversification strategies and development strategies and plans.</li> <li>▪ Overall, she/he must have good knowledge about SMME development, economic diversification, export development and economic development as well as the development context of Botswana and/or the Southern Africa Region.</li> <li>▪ The Lead Consultant must have good report writing, presentation, advocacy and communication skills.</li> </ul> <p><b>Technical Team Member</b> – Responsible for project roll-out and implementation, data collection, report writing, etc. In addition, the team member should have some expertise in gender mainstreaming and developing monitoring and evaluation frameworks.</p> <ul style="list-style-type: none"> <li>▪ <i>Qualifications:</i> Master's Degree in the social sciences such as economics, development studies, industrial economics, public policy</li> <li>▪ <i>Work Experience:</i> – Must have minimum 10 years of experience in research, development issues at national and/or international level on economic diversification and export development. In addition, professional experience in the development of M&amp;E systems and/or performance-based management of projects and gender mainstreaming is required.</li> </ul> <p><b>IMPLEMENTATION ARRANGEMENTS</b></p> <p>The Botswana Investment and Trade Centre (BITC) is the lead for all processes of this consultancy. The Team will report directly to Chief BITC Executive Officer with a matrix reporting line to the Permanent Secretary in the Ministry of Investment, Trade and Industry (MITI) and UNDP Resident Representative. Daily, until the end of the consultancy, the team will work closely with the staff of the Export Development and Promotion Department at the BITC, which will serve as the Secretariat for the consultancy and the UNDP Team.</p> <p>The team will be required to make a presentation at the Reference Group meetings within 10 days following submission of all reports associated with this assignment. The Reference Group will be tasked with the responsibility of providing technical support</p>
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	<p>to the development of the revised programme, ensuring that each member of the group reads and provides comments on all draft reports. It will be made up of technical staff from BITC, MITI, UNDP and technical focal points from key sector ministries, departments and agencies of Government at national and sub-national levels, the private sector, academic and research institutions, civil society, media and youth and women's organisations. A written request from both the PS of MITI and the BITC CEO will be sent to these entities through BITC to designate technical focal points to participate in this group, which will be chaired by BITC CEO. Throughout the drafting process of the revised BEDP, UNDP will provide technical and quality assurance support.</p> <p><b>DOCUMENTS TO BE INCLUDED WHEN SUBMITTING APPLICATION</b></p> <p>Interested bidders must submit the following documents/information to demonstrate interest in the consultancy:</p> <p><b>Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>▪ Profile of the company and an outline of specific experience of the company in providing consulting services on development issues, formulation and implementation of strategies relating to SMME development, export development, economic diversification, development strategies and plans, gender mainstreaming and monitoring and evaluation.</li> <li>▪ Demonstration of past performance in providing similar services, indicating client name, nature and scope of work.</li> <li>▪ Comments or suggestions on the TORs and appreciation of the assignment, if necessary.</li> <li>▪ Demonstration of adequate understanding of the specified requirements.</li> <li>▪ Detailed explanation of the approach/methodology of the Assignment.</li> <li>▪ An implementation matrix/work plan with timelines for carrying out the assignment.</li> </ul> <p><b>Financial proposal:</b></p> <ul style="list-style-type: none"> <li>▪ Indicate the Lump-sum consultancy fee.</li> <li>▪ The lump sum should be broken down to clearly indicate: travel, per diems, and actual consultancy fees (daily fee).</li> <li>▪ An indication of whether this rate is flexible or not.</li> </ul> <p><b>Consultancy management structure, personal CVs for all key personnel</b>, which must include past experiences undertaking similar assignments and at least three (3) references for ease of background checks.</p> <p><b>TRAVEL</b></p> <p>All envisaged travel costs must be included in the financial proposal. This must include the travel cost to Botswana (if the company is based outside the country). Kindly note</p>
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	that UNDP will not accept travel costs exceeding those of an economy class ticket. Should the Consultant(s) 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.																
Person to Supervise the Work/Performance of the Service Provider	UNDP Resident Representative																
Frequency of Reporting	As and when required to																
Progress Reporting Requirements	As per deliverables																
Location of work	<input checked="" type="checkbox"/> Botswana Gaborone <input type="checkbox"/> At Contractor's Location																
Expected duration of work	Bidder to propose schedule of works as part of the Proposal																
Target start date	May 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>May-August</td><td>Consultations</td><td>May - August 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		May-August	Consultations	May - August 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																
	<input type="checkbox"/> Office space and facilities																

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<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 <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  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 shall be made against deliverables in three instalments following the suggested schedule defined below: <ul style="list-style-type: none"> <li>▪ First milestone -Substantive inception report: The inception report should</li> </ul>

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

Payment Terms <sup>3</sup>	<p>contain clearly defined structure, the nature and scope of work to be done, methodology and approach to be used in the development of the revised BEDP, how each question in the TOR will be addressed, the workplan to carry out the assignment along with the various annexes to be included. This milestone will attract 15% payment after the inception report has been presented to the Reference Group (RG) and approved after incorporating consolidated comments from the group.</p> <ul style="list-style-type: none"> <li>▪ Second milestone - First Draft BEDP Document: on presentation of and approval of the first substantive draft programme document, incorporating all aspects outlined in Scope of Works above including a costed implementation plan and a monitoring plan. These will be approved by BITC and MITI Senior Managements. This will be after the draft programme and other components have been presented to the RG; thereafter to the wider stakeholders and all consolidated comments from these meetings are incorporated to produce the final draft of the BEDP, the implementation action plan and monitoring and evaluation framework. This milestone should attract 35% payment of the total amount for the assignment.</li> <li>▪ Third and final milestone: The final BEDP Document must contain all requirements outlined in Scope of Works above. The lead consultant should ensure that it is well written, and all editorial work done and gives the quality output that is expected of the assignment. The remaining 50% would be paid once the final programme document and all accompanying documents (Implementation Action Plan and Monitoring and Evaluation Framework) are submitted to the BITC and approved by its Senior Management and that of MITI.</li> </ul>
Person(s) to review/inspect/ approve outputs/completed 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

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

	<input type="checkbox"/> Long-Term Agreement <sup>4</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>						
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers x Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) x 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"> <li>1. Company registration documents including tax registration</li> <li>2. Technical &amp; Financial Proposal submitted in separate envelopes</li> <li>3. CVs of key personnel</li> </ol> <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 for further evaluation.</p> <p><b><u>Stage 2 Technical Proposal (70%)</u></b></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 evaluation points</th></tr> </thead> <tbody> <tr> <td> 1. Context <ul style="list-style-type: none"> <li>• Knowledge of Botswana’s development context particularly with regards to export development. Knowledge of the mandate of BITC, MITI and relevant state and non-state actors involved in export development and promotion.</li> </ul> </td><td>15</td></tr> <tr> <td> 2. Technical Competence <ul style="list-style-type: none"> <li>• Ability to undertake qualitative and quantitative data analysis</li> <li>• Expertise in development export programme and economic diversification strategies, gender</li> </ul> </td><td>25</td></tr> </tbody> </table>	Description of quality criteria	Maximum number of evaluation points	1. Context <ul style="list-style-type: none"> <li>• Knowledge of Botswana’s development context particularly with regards to export development. Knowledge of the mandate of BITC, MITI and relevant state and non-state actors involved in export development and promotion.</li> </ul>	15	2. Technical Competence <ul style="list-style-type: none"> <li>• Ability to undertake qualitative and quantitative data analysis</li> <li>• Expertise in development export programme and economic diversification strategies, gender</li> </ul>	25
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<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	mainstreaming, and monitoring and evaluation frameworks at national, regional, continental and global levels		
	3. Relevant Work Experience <ul style="list-style-type: none"> <li>• Demonstrate past performance in providing advisory services in formulation and implementation of national strategies and preparing exporter development programmes</li> <li>• Experience in drafting high quality reports and facilitating development planning consultative processes</li> </ul>	25	
	4. Methodology/Approach <ul style="list-style-type: none"> <li>• Demonstrate adequate understanding of the specified requirements</li> <li>• Application of quantitative and qualitative approaches</li> </ul>	25	
	5. Presentation & Packaging <ul style="list-style-type: none"> <li>• Good writing, communication and presentation skills. (10)</li> </ul>	10	
	Total evaluation points	100	
	<b><u>Stage 3 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 <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: <ol style="list-style-type: none"> <li>a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;</li> <li>b) CVs demonstrating qualifications; and</li> <li>c) Written confirmation from each personnel that they are available for the entire duration of the contract.</li> </ol>		

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others <sup>7</sup> <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<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>	

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

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

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

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

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

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

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

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

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



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

The Technical Proposal should include the following:

- 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.
- 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 required.

Demonstration of past experience and performance in providing similar services, indicating client name, nature and scope

**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\***

	<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]*

#### **TRAVEL**

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.

***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.