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ETHIOPIA

REQUEST FOR PROPOSALS (RFP)

BID DOCUMENT

For

**International Firm Level Consultancy Service for
Conducting Wildlife Aerial Survey in the Project Sites
(Omo, Mago and Kafta Sheraro National Parks)**

Procurement Reference No.: ETH0259

Published (Posted on): May 20, 2019

**Submission Deadline: June 19, 2019 by CoB i.e., @ 11:59 PM
(UTC+03:00) Addis Ababa/Nairobi Time
Zone**

*Note: those who submit afterwards will be
automatically rejected. Thus you all are strongly
advised to meet the submission deadline and avoid
last hour rush.*

**United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia
May 2019**



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SECTION 1: LETTER OF INVITATION

Addis Ababa
May 2019

Subject: International Firm Level Consultancy Service for Conducting Wildlife Aerial Survey in the Project Sites (Omo, Mago and Kafta Sheraro National Parks)

Dear Madam/Sir,

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

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security [disregard, if not required as per Data Sheet]
- Section 9 – Form for Performance Security [disregard, if not required as per Data Sheet]
- Section 10 – Form for Advanced Payment Guarantee [disregard, if not required as per Data Sheet]
- Section 11 – Contract for Professional Services
- Section 12 - General Terms and Conditions

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

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

Attn: MY
United Nations Development Programme (UNDP)
Procurement Unit
Addis Ababa, Ethiopia

OR

Via through UNDP ATLAS e-Tendering system <https://etendering.partneragencies.org> **UNDP/ETH10/Event ID: ETH0259 (only for proposals submission)**

E-mail address dedicated for this purpose: info.procurementet@undp.org (only for enquiry/Request for Clarifications)

The letter should be received by UNDP no later than [xxxx](#), 2017. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Sincerely yours,

Rahel Wubshet
Deputy Country Director (Operations), OIC
United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia

SECTION 2: INSTRUCTION TO PROPOSERS¹

Definitions

- a) **"Contract"** refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) **"Country"** refers to the country indicated in the Data Sheet.
- c) **"Data Sheet"** refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) **"Day"** refers to calendar day.
- e) **"Government"** refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) **"Instructions to Proposers"** (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) **"LOI"** (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) **"Material Deviation"** refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) **"Proposal"** refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) **"Proposer"** refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) **"RFP"** refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) **"Services"** refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) **"Supplemental Information to the RFP"** refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) **"Terms of Reference" (TOR)** refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or

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

approved in writing by UNDP in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP Anti Fraud Policy English FINAL_june 2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a **conflict of interest** with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.
6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
 - 6.3 Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.
7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

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

10. Clarification of Proposal

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

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

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

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

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

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

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

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

16. Financial Proposals

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

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- i. They have designated one party to act as a **Lead Entity**, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- ii. If they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated **Lead Entity**, who shall be acting for and on behalf of all the member entities comprising the joint venture.

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

- a) Submit another proposal, either in its own capacity; nor
- b) As a Lead Entity or a member entity for another joint venture submitting another Proposal.

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

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

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

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

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best Value for Money (VFM), UNDP shall award the contract to the joint venture, in the name of its designated Lead Entity. The Lead Entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

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

21. Validity Period

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

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

22. Proposer's Conference

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

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

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

24. Deadline for Submission of Proposals and Late Proposals

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

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

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

26. Proposal Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

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

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

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

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;

- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

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

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

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

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

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

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

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

INSTRUCTION TO PROPOSERS (DATA SHEET)

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

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	<input checked="" type="checkbox"/> Enhanced Management and Enforcement of Ethiopia's Protected Area Estate Project
2		Title of Services/Work:	<input checked="" type="checkbox"/> International Firm Level Consultancy Service Conducting Wildlife Aerial Survey in the Project Sites
3		Country / Region of Work Location:	<input checked="" type="checkbox"/> Addis Ababa, Ethiopia
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<input checked="" type="checkbox"/> Not Applicable
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
10	B.9.5	Acceptable Forms of Proposal Security ³	<input checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency Conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<input checked="" type="checkbox"/> Seven days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	<input checked="" type="checkbox"/> Focal Person in UNDP: STAFF MY <input checked="" type="checkbox"/> Address: United Nations Development Programme (UNDP) Addis Ababa, Ethiopia <input checked="" type="checkbox"/> E-mail address dedicated for this purpose: info.procurementet@undp.org <input checked="" type="checkbox"/> 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.

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

⁴ 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 officially received.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email, and Posting on the website ⁵ https://www.ungm.org or http://procurement-notices.undp.org/ on which the captioned Bid Notice was posted (most preferred one) for the mere reason that potential Proposers could access for either clarifications and/or amendment(s) on ToR or Proposal Submission Form <input checked="" type="checkbox"/> If a prospect bidder is interested in the captioned RFP Bid Notice, it is advised to send its interest of participation so that amendments and/or Supplemental Information on respective RFP will be directly communicated.
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<input checked="" type="checkbox"/> Not Applicable
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<input checked="" type="checkbox"/> Should be submitted through: https://etendering.partneragencies.org UNDP/ETH10 /Event ID: ETH0259
21	C.21 D.24	Deadline of Submission	<input checked="" type="checkbox"/> Date and Time: June 19, 2019 by CoB @ 11:59PM PM <input checked="" type="checkbox"/> Time Zone: (UTC+03:00) Addis Ababa/Nairobi
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Bid ⁶
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: procurement.et@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only and password protected <input checked="" type="checkbox"/> Password for Technical Proposal must not be provided to UNDP until the date and time of Bid Opening as indicated in the following row (Row No. 24 hereunder). Password for Financial Proposal,

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

⁶ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>however, will be requested from those Proposers whose Technical proposals found to be Technically Qualified by Technical Evaluation Panel.</p> <p><input checked="" type="checkbox"/> UNDP Ethiopia Office uses Adobe PDF reader version 9 and Microsoft 2007 & Microsoft 2010</p> <p><input checked="" type="checkbox"/> For electronically transferred data, the maximum capacity is 9MB. Thus, if the size of the file is greater than 9MB attach them with two or more. In this case you are kindly advised to label each email as "<i>Attachment 1 of 3; 2 of 3; and 3 of 3</i>".</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: only One, do not send the proposals time and again to avoid mistake in identifying the appropriate proposals. UNDP/Procurement Unit will not be liable for failing to locate a right proposal owing to repetitively sending proposals.</p> <p><input checked="" type="checkbox"/> Attachment (Mandatory): your Technical and Financial proposals shall be sent into two separate attachments under the following Email Attachment Lines: ETH0259</p> <p><input checked="" type="checkbox"/> Proposals File Name (Mandatory): The File Name for Technical and Financial Proposals MUST BE:</p> <ol style="list-style-type: none"> 1. For Technical Document: ETH0259-Technical Proposal - [insert Proposing Firm Legal Name] 2. For Financial Document: ETH0259-Financial Proposal - [insert Proposing Firm Legal Name] <p><input checked="" type="checkbox"/> For failing and/or incorrectly state the above subject line may result in failing to exactly locate your proposals as the Procurement Unit processes several of such type bid process and will not be liable for any consequences thereof</p> <p><input checked="" type="checkbox"/> Once you submitted your proposals electronically to ATLAS eTendering</p> <p><input type="checkbox"/> Other conditions: [pls. specify]</p> <p>*** Compulsory</p>
24	D.23.1	Date and time for opening of Technical Proposals	<p><input checked="" type="checkbox"/> Date and Time: June 20, 2019 @ 10:00 AM in the Morning</p> <p><input checked="" type="checkbox"/> Time Zone: (UTC+03:00) Addis Ababa/Nairobi Time</p> <p><input checked="" type="checkbox"/> Venue: UNDP Ethiopia, Addis Ababa, Ethiopia</p>

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<input checked="" type="checkbox"/> Bidders attendance is not required. Bid opening will take place on the presence of approved Technical Evaluation Panel by UNDP
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for Technical and Financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business/Renewed Business License, /TIN Certificate/VAT Certificate including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</p> <ul style="list-style-type: none"> <input type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder <input type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied <input type="checkbox"/> Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report or its equivalent for the past two years <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top Three (3) Clients in terms of Contract Value the past Five years <input checked="" type="checkbox"/> Signed and stamped Memorandum of Understanding (MoU) and/or Partnership Agreement by parties in agreement if Proposer form Joint Venture or Partnership or Consortium <input checked="" type="checkbox"/> Signed and stamped Memorandum of Understanding (MoU) with proposed Contractor if Proposer will Subcontract portion of the Consultancy Assignment <input checked="" type="checkbox"/> Notarial (by Authorized Document Authentication organization) Power of Attorney given to a Team Leader if Proposer form Joint Venture or Partnership of Consortium <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) as per the proposed template in the Technical Proposal from client bank where contract amount will be electronically transferred in case of contract award <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded <input type="checkbox"/> Others
27		Other documents that may be	<input checked="" type="checkbox"/> Refer the Term of Reference (ToR)

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
		Submitted to Establish Eligibility	<input type="checkbox"/> Insert other if any
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	<input checked="" type="checkbox"/> Refer the Term of Reference (ToR)
29	C.15.2	Latest Expected date for commencement of Contract	<input checked="" type="checkbox"/> Refer the Term of Reference (ToR)
30	C.15.2	Expected duration of contract (<i>Target Commencement Date and Completion Date</i>)	<input checked="" type="checkbox"/> Refer the Term of Reference (ToR)
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<input checked="" type="checkbox"/> Refer to the below Table: Summary of Technical Proposal Evaluation Forms <u>Important Note:</u> The points indicated below are only suggested distribution, but may be modified based on the nature and demands of the TOR. However, ABSOLUTELY NO CHANGES on this table may be made by UNDP after Proposal Envelopes have been received, most especially after the envelopes have been opened.
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on on going or previous contracts completed; <input type="checkbox"/> <i>Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</i> <input type="checkbox"/> <i>Testing and sampling of completed goods</i> similar to the requirements of UNDP, where available; and

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<input type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Upon duly signed Contract Agreement by UNDP and Prospect Supplier(s) which will score the highest <input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input type="checkbox"/> Others [click here to specify] <input type="checkbox"/> Not Applicable
35		Other Information Related to the RFP ⁷	<input checked="" type="checkbox"/> If any request for clarification either on the ToR and/or RFP Standard Bid Document (SBD), use the "Request for Clarification Template" here below. <input type="checkbox"/> [All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]

Request for Clarification Template

Date of Request: _____

Request No.: _____

Requesting Proposer Legal Name: [\[insert the Name here\]](#)

Procurement Reference No.: **ETH0259**

Schedule of Requirements/Product Specs: **International Firm Level Consultancy Service**

SN	List of Requests which require Clarification either on "ToR" and/or "RFP Standard Bid Document"	Page or DS Refer.	Clarification (to be provided by UNDP Ethiopia Technical Team/Procurement Unit)
1			<input type="checkbox"/>
2			<input type="checkbox"/>
3			<input type="checkbox"/>
4			<input type="checkbox"/>
5			<input type="checkbox"/>

Note:

- Please note that the request shall be sent with word document
- Please use your corporate headed paper to ensure the authenticity of the request
- Request for Clarification will be entertained as indicated under **Data Sheet (DS) Ref. No. 16**
- You are strongly advised to frequently visit the dedicated procurement notice link/website for clarifications (i.e., the link you have downloaded this RFP Standard Bid Document)

⁷ Where the information is available in the web, a URL for the information may simply be provided.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	30%	300
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	Management Structure and Key Personnel	30%	300
	TOTAL	100%	1000
Technical Proposal Evaluation (FORM I)			
Expertise of the Firm / Organization			Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability		50
1.2	General Organizational Capability which is likely to affect implementation - Age/size of the firm - Well equipped aircraft with required specification - Financing Capacity		90
1.3	Quality assurance procedure, warranty		40
1.4	Relevance of: - Specialized Knowledge and skills on aerial survey - Experience on Similar Programme / Projects - Work for UNDP/ major multilateral/ or bilateral programmes		120
	SUB TOTAL		300
Technical Proposal Evaluation (FORM II)			
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		30
2.2	Have the important aspects of the task been addressed in sufficient detail?		25
2.3	Are the different components of the work adequately weighted relative to one another?		20
2.4	Has the proposal considered the geographic characteristics and extents of the areas to be surveyed?		55
2.5	Is the conceptual framework adopted appropriate for the task?		65
2.6	Is the scope of task well defined and does it correspond to the TOR?		120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		85
	SUB TOTAL		400
Technical Proposal Evaluation (FORM III)			
Management Structure and Key Personnel			
3.1	Team Leader General Qualification Suitability for the task		
	- Academic qualification		35
	- Work experience		30
	- Functional Competencies		50
	- Language qualification		25
	SUB TOTAL		140
3.2	Assistant Team Leader		
	- Academic qualification		25
	- Work experience		20
	- Functional competencies		50
	- Language qualification		25
	SUB TOTAL		120
3.3	Survey pilot		
	- Academic qualification		7
	- Work experience		8
	- Functional competencies		15
	- Language qualification		10
	SUB TOTAL		40
	Aggregate		1000

SECTION 3: TERMS OF REFERENCE (TOR)⁸

GENERAL INFORMATION

Services/Work Description: Conducting Wildlife Aerial Survey in the Project Sites

Project/Program Title: *Enhanced Management and Enforcement of Ethiopia's Protected Area Estate Project*

Duty Station: Project Sites - Jinka & Humera,

Type of the Contract: International Consultancy Firm

Expected Places of Travel: 1) Southern Regional state in Mago and Omo National Parks, 2) Tigray Regional state in Kafta Sheraro National Park,

Duration: 60 working days distributed over two months

Expected Start Date: Immediately after Signing the Contract

I. BACKGROUND / PROJECT DESCRIPTION

Driven by low risk and high profitability, the trade in wildlife products and live animals continues to flourish. Ethiopia has been identified as a key transit (as well as source) country for wildlife products and live animals. The proposed project is seeking to implement solutions that will counter the threats to biodiversity and overcome the barriers to effective management of protected areas and to combatting illegal wildlife trade. It seeks to achieve the project's objective: to build Ethiopia's capacity for biodiversity conservation through increased effectiveness of protected area management and implementation of measures to reduce Illegal Wildlife Trade (IWT) and poaching. The objective will be achieved through the implementation of three project components. Component 1: Protected area management and biodiversity conservation. This component will focus on demonstrating how effective management of protected areas in Ethiopia can be achieved by targeting a small number of protected areas, given that the selected pilot sites are those protected areas in which key target species (elephants and big cats) are found. Component 2: Implementation of anti-trafficking measures. This component will focus on improving different aspects of law enforcement so as to increase the deterrent to illegal wildlife trafficking. Component 3: Landscape approach to forest and agro-biodiversity conservation. This component focuses on realizing the value of agro-biodiversity for the country and specifically for people living in the vicinity of the protected areas targeted in Component 1. Finally, Component 4 Knowledge Management, Gender Mainstreaming, and M&E: Lessons learned from the project via active

⁸ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

participation of all stakeholder groups in the project implementation, gender mainstreaming and M&E will be made available nationally and internationally to facilitate the fight against IWT. Ultimately, the project will contribute to long-term impacts or global environmental benefits including: i) the recovery of wildlife populations in project sites Ethiopia, specifically targeting elephants, lions and cheetahs: these were selected as GWP flagship species to measure the success of the proposed project, and ii) there is no loss of habitat and agro-biodiversity. This project forms part of the GEF Programmatic Approach to Prevent the Extinction of Known Threatened Species, and falls under the GEF Programme Global Partnership on Wildlife Conservation and Crime Prevention For Sustainable Development (9071). Under this programmatic framework, with the coordination through the programme steering committee, coordinated knowledge management and cross-fertilization of the individual regional and national projects will be assured.

One of the outcomes of the project is to ensure improved management effectiveness in order to deliver enhanced conservation in the targeted protected areas. The main targets of the project is to reduce poaching and sustain wildlife populations within their natural habitat. Wildlife populations specifically Elephants and big cats are expected to increase during the project's lifespan through effective protection from illegal killing and improved habitat management.

In order to simplify monitoring and evaluate how the project achieved its targets, baseline information is required on the various aspects of protected area management and ecological attributes of which wildlife populations and land cover is among the most important ones.

Aerial survey are important sources of data about the seasonal wildlife, livestock and human activities in and around protected areas. They should be undertaken in similar timeframes (seasons) and following standard survey protocols to make consistent interpretations in terms of abundance, distribution as well as dynamics of species population. Aerial survey data analysis could provide information on:

- ☛ the spatial distribution and abundance of conservation assets
- ☛ potential ecological connectivity corridors in a landscape;
- ☛ the effectiveness of current conservation efforts
- ☛ areas of conservation priorities and gaps
- ☛ the spatial patterns and nature of threats in a landscape
- ☛ critical habitat and species distribution and ecological processes to guide land use planning process
- ☛ the potential key area of interest for ecotourism development etc.

II. OBJECTIVES OF THE SERVICE

The general objective of the aerial survey in the 3 protected areas is to establish a baseline information in terms of larger mammals especially elephants, land cover and associated threats for monitoring and evaluation purpose at end of project.

The specific objectives include;

- i Develop site-specific survey designs (determining of sampling units, sample size, method of sample selection, data recording procedures and protocols, etc) while taking into account the total areas and vegetation types of each respective PA.
- ii Ensures that adequate sample sizes are taken for rigorous statistical analyses and the survey method is reproducible (repeatable other time).
- iii Carry out aerial surveys to determine the population sizes of elephants and other larger mammals in the project sites
- iv Analyze the data of the aerial survey, prepare the report and submit for the project management unit

III. SCOPE OF THE WORK

The survey will be carried out in three project sites namely Omo, Mago National Parks in the SPNNRS and Kafeta Sheraro National Park in the Tigray Regional State (Norther Ethiopia).

A standard and internationally acceptable methodology should be applied with highly experienced crew members including the team leader, the assistant, the observers and the pilot using a recommended aircraft appropriate for wildlife survey.

The result of the survey should include 1) Elephant populations 2) Populations of other large mammals in the respective sites 3) Distribution maps 4) Vegetation types 5) Associated threats including agriculture, settlements, deforestation, grazing, number of livestock sighted etc

IV. EXPECTED OUTPUTS AND DELIVERABLES

The outputs and specific deliverables in sequence, corresponding to the work and their corresponding target delivery dates.

- i. Inception Report
- ii. Draft Final report
- iii. Final validation
- iv. Final Report

V. METHODOLOGY

Materials and Equipment

The equipment's and aircrafts to be used for the aerial surveys should be as per the

recommendations in Norton-Griffiths (1978) and Frederick et al., (2010). Cessna 182; Cessna 206 and high-winged Cessna Caravan 208 aircraft fitted with flight GPS (such as Garmin GPS map 296 and 396) are commonly used and preferred to undertake the aerial surveys. A lesser radar altimeter should be on board to monitor and control the flight altitude. The usual flight altitude is 106.7 meters above the ground, so that the strip width is maintained near to 150 meters on both sides of the transect flown. A Nikon D90 or latter generation cameras and a Sony high definition audio recorder should be used to take pictures and to record observations during the surveys. Prior to each flight mission the camera and audio recorder should be synchronized with the time stamp of the flight GPS. The Flight GPS should be set to take automatic track point record at every 3 second time interval. That means, at 180 km/hr. flight speeds, the flight GPS takes one track point after every 150 m transect length flown. In this way, any pictures or observation made has a locational attribute collected by the GPS. The audio recorder must be connected by a cable to the main intercom system of the aircraft, so that every communication during the flight is recorded. The survey will be conducted in a predesigned blocks of each protected area. As the area of the project sites is big, total count is difficult for this survey. Therefore, the survey design should focus on sample count of the key wildlife species.

For data handling and transcription

The audio to text transcription will be done with the support of Audacity (a free multi-track audio recording and editing software) on to a microsoft excel table. Then the transcribed observation data will be geo-tagged with the help of Gps EventSync software, capable of synchronizing the timestamps on the audio recorder and the camera with the timestamp of the GPS device. We will handle the data in an excel database before converting to ESRI Shapefiles using add delimited text layer tool in QGIS

Data Collection Methods and Designing surveys

The Systematic Reconnaissance Flights (SRF) and Total Count (TC) survey methods should be strictly followed as explained by Norton-Griffiths (1978) and Frederick et al., (2010). First the survey zone should be decided and stratified. This depends on the general habitat of the target species. Using the survey blocks boundary as a constraining feature and with preferred transect interval regular points were generated using the regular point tool in QGIS. The spacing of transect will be up to 5 km for species having larger populations and broader home ranges and up to 1km for species with fewer populations and restricted home ranges. The alignment of the main ecological units, such as river basins and wetlands should be taken into consideration when deciding the orientation of transects to avoid the bias of these ecological units on wildlife

observations. For example, if the ecological units have an east-west alignment, the flight routes should be laid north-south crossing over the ecological units. Then regular points adjacent or nearby to the edges of the survey blocks must be selected and saved as separate shapefile and later to be used as a transect start and end points. Then the starting and ending points are connected to form a flight route considering the time of survey (morning or afternoon) and the endurance hours of the aircraft used in every flight mission. Then the daily flight routes will be uploaded onto a flight GPS.

Survey crew

a) Survey pilot

An experienced survey pilot with a minimum of 200 flight hours logged and at least 20 hours of surveying mission at low level, with a proven ability to maintain a target flight height of 350 feet (106.7 m) above ground level and kept ground speed at or near 180 km/hr.

b) Front seat observer (FSO) or survey technical coordinator

A front seat observer (FSO) with knowledge of using GPS and map reading should be assigned to measure flight height using radar altimeter, to help the pilot in navigation, as well as taking photographs and calling of transect starting and end points to the other crew members throughout the survey missions. The FSO should have good data management and mapping experience to take tasks like the uploading of flight routes on to the flight GPS and downloading of all flight GPS tracks, audio recordings, photographs, height measurements in to a structured database.

c) Rear seat observers

Two rear seat observers (left and right RSO) with good knowledge of identifying species from distance should be assigned and calibrated to make calls of species or human activity observations as they appear in to their respective strip widths. The RSOs should go through a refresher training in animal identification, focusing on species of the landscape and tested by ecologist for their viewing accuracy using a snapshot view of animal picture on slideshows.

Calibrations

First, the air craft should be positioned on a level ground in a 'flight altitude', with the nose pointing low until the upper door frame is perfectly horizontal. A flat leveled ground on both sides of the aircraft should be maintained.

Then ask each RSO to take a comfortable position in his/her respective seat following the illustration in figure 1 below. The RSO looks out and inform the FSO when the bottom edge of the side window (a'), the streamer rode (a) and the right edge of the rear tire of the aircraft are all exactly aligned. Once that is maintained, the lower streamer rod should be affixed on to the struts

carefully using strong duct tape. The alignment should be frequently monitored by the RSO while the rest of the survey crew fixes the rods. Then, a line will be marked on to the ground (A) with a thin line of duct tape parallel to the lower streamer and lower edge of the viewing window. The celebration is dependent on the intended survey coverage and flight altitude. For instance, to achieve a 6% survey coverage, a strip width of 150 m on both sides of the transect lines and a flight height of 350 feet (106.7 m) at a flight speed of 180 km/hr should be maintained.

Having this in mind, the exact eye height (h) of the RSO while seated on pre-established comfortable position should be measured perpendicular to the first straight line (A) marked on the ground. The ratio between the target flying height (106.7 m) and the target strip width (150 m); i.e., $106.7 \div 150 = 1.406$ must be used to as a constant multiplier to the eye height (h) of the RSO; the result of which is the distance between the first and the second (B) straight lines on the ground. This ground distance is the exact scale representation of 150 m strip width at 106.7 m flying height. Once the position of the second straight line (B) is fixed on the ground, the top streamer rod will be fixed on to the wing strut (b) by aligning the line on the ground and the streamer rod. The position of the third alignment line (b') is marked with a thin line of duct tape on the viewing window parallel to the RSO eye height. The process is reiterated for the left RSO as well. The only difference is on the ground distance which is determined by the eye height measurement of the left RSO.

VI. LOCATION, DURATION, AND TIMEFRAME OF THE WORK

No.	Deliverables / Outputs	Implementing Partners	Location and Action	Estimated Duration to Complete
1	Inception report	Consultant firm	Submit inception report to project management unit (PMU) Addis Ababa, EWCA headquarter	5 working days
2	Conducting the aerial survey	Consultant firm and assigned experts of EWCA	Omo National Park, Mago National Park, Kafta Sheraro National Park	20 working days
3	Draft aerial survey report	Consultant firm	Submit draft aerial survey report to project management unit (PMU) Addis Ababa, EWCA headquarter	15 working days
4	Final validation aerial survey report	Consultant firm	Submit the final validation report and conduct validation workshop to project management unit (PMU) Addis Ababa, EWCA headquarter	10 working days
5	Final aerial survey report	Consultant firm	Prepare and submit the final report of the aerial survey for all sites to project management unit (PMU) Addis Ababa, EWCA headquarter	10 working days

• VII. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

- The firm will report to the Project Management Unit (the project manager, the project coordinator and the M&E officer) of the Enhanced Management and Enforcement of Ethiopia's Protected Area Estate and the UNDP country office. Reporting once every two weeks is preferable
- The firm is expected to communicate, interact and collaborate with EWCA's director general, EWCA's Wildlife Research and Monitoring Directorate, protected areas coordinating directorate director, development and conservation directorate director, protected areas wardens, ecologists,
- Upon the request of the firm, the project may provide technical assistances. The project will not commit anything related to transportation and DSA.

VII. PAYMENT MILESTONE

The qualified firm shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st Instalment	Completion of agreement and inception workshop		25%
2 nd Instalment	First Draft	“	25%
3 rd Instalment	Submission of final draft	“	50%

IX. MINIMUM ORGANIZATION AND CONSULTANCY TASKFORCE REQUIREMENTS

Firm requirement

The type of firm required is a specialized and devoted company that can fully and adequately conduct aerial survey of wildlife and habitats. The firm must be able to design, implement and analyse the data and prepare a final report for the aerial survey. The firm is required to have an aircraft that has been specifically designed for this purpose and it should be equipped with the different instruments such as GPS, camera, sound recorder, mapper etc.

The firm must have a minimum of five years of experience in conducting aerial survey/census on wildlife in protected areas and should be able to show the necessary evidences or testimonials for this. The minimum net working capital of the firm should be 300,000 USD for the past year/s.

The firm should have a survey crew comprised on a team leader, an assistant team leader and a pilot.

Qualification of the Team Leader

a. Academic Qualifications:

The team leader of the firm for aerial survey should have;

- A minimum of MSc degree in Ecology, Wildlife Management, Conservation Biology, Geographical Information System or related fields.

b. Years of experience:

- At least 5 years of experience in the design and conducting of aerial survey of wildlife in protected areas and should be able to provide evidence of previous works by testimonials and published reports on international scientific journals natural
- The firm should submit a valid evidence of experience from organization to whom similar consultancy service had been provided

c. Functional Competencies:

- Excellent skills of computer, piloting, GPS, equipment of aerial survey, calibration, photographing, GIS and related skills
- Good experience and skill in aerial survey design and ability in aerial wildlife census
- Ability to analyze data from aerial survey and produce scientific report
- Experience in identifying wild animal species
- Ability to identify vegetation and habitat types
- Adequate skill to lead and properly manage the survey crew throughout the operation

d. Language and other skills:

- Excellent knowledge of English, including the ability to set out a coherent argument in presentations and group interactions;
- Capacity to communicate fluently with different stakeholders (civil society, government authorities, local communities, project staff); and

e. Compliance of the UN Core Values:

- Demonstrates integrity by modelling the UN's values and ethical standards
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favouritism;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Qualification of the assistant team leader

a. Academic Qualifications:

- A minimum of MSc degree in Ecology, Wildlife Management, Conservation Biology, Geographical Information System or related fields

b. Years of experience:

- At least 3 years of experience in the design and conducting of aerial survey of wildlife in protected areas
- The consultant should submit a valid evidence of experience from organization to whom similar consultancy service had been provided

c. Functional Competencies:

- Excellent skills of computer, piloting, GPS, equipment of aerial survey, calibration, photographing, GIS and related skills
- Ability to analyze data from aerial survey and produce scientific report
- Experience in identifying wild animal species
- Ability to identify vegetation and habitat types
- Adequate skill to lead and properly manage the survey crew throughout the operation

d. Language and other skills:

- Excellent knowledge of English, including the ability to set out a coherent argument in presentations and group interactions;

Qualification of the pilot

a. Academic Qualifications:

- At least a bachelor degree in aircraft operation, aviation, aeronautical engineering, or a related field

b. Years of experience:

- A minimum of 200 flight hours logged and at least 20 hours of surveying mission at low level,

c. Functional Competencies:

- A proven ability to maintain a target flight height of 350 feet (106.7 m) above ground level and kept ground speed at or near 180 km/hr
- Must have a license for aerial survey/related duties pilot
- Strong communication, problem-solving, and observation skills; good depth perception, vision, and reaction time; ability of navigation systems

d. Language and other skills:

- Ability to fluently communicate in English and good personal conduct

X. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the Procurement Notice, qualified Consultancy Firm is expected to submit both the Technical and Financial Proposals. Accordingly; the firm will be evaluated based on Cumulative Analysis as per the following conditions:

- Responsive/compliant/acceptable as per the Instruction to Bidders (ITB) of the Standard Bid Document (SBD),
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. In this regard, the respective weight of the proposals are:
 - a. Technical Criteria weight is 70%
 - b. Financial Criteria weight is 30%

XI. LOGISTICS AND ADMINISTRATIVE SUPPORT

The firm will be responsible for providing its own working station and the aircraft that will be engaged to conduct the survey as planned. Furthermore, the implementing partner (the Ethiopian Wildlife Conservation Authority) will facilitate the necessary preconditions and arrangements that are important to conduct the survey from the beginning to the end. All travels will be covered by the service provider, but car can be arranged for local field trip by UNDP. The implementing partner will also assign front seat and rear seat observers with previous experiences who will join the survey crew during the operation.

XII. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, a Service Provider advised to use a proposed Table of Contents. Hence, your Technical Proposal document must have at least the preferred content as outlined in the respective RFP Proposal Submission Form.

XIII. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The firm shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy firm service without prior written consent. Proprietary interests on all materials and documents prepared by the firm under the assignment shall become and remain properties of UNDP.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	30%	300
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	Management Structure and Key Personnel	30%	300
	TOTAL	100%	1000
Technical Proposal Evaluation (FORM I)			
Expertise of the Firm / Organization			Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability		50
1.2	General Organizational Capability which is likely to affect implementation - Age/size of the firm - Well equipped aircraft with required specification - Financing Capacity		90
1.3	Quality assurance procedure, warranty		40
1.4	Relevance of: - Specialized Knowledge and skills on aerial survey - Experience on Similar Programme / Projects - Work for UNDP/ major multilateral/ or bilateral programmes		120
	SUB TOTAL		300
Technical Proposal Evaluation (FORM II)			
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		30
2.2	Have the important aspects of the task been addressed in sufficient detail?		25
2.3	Are the different components of the work adequately weighted relative to one another?		20
2.4	Has the proposal considered the geographic characteristics and extents of the areas to be surveyed?		55
2.5	Is the conceptual framework adopted appropriate for the task?		65
2.6	Is the scope of task well defined and does it correspond to the TOR?		120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		85
	SUB TOTAL		400
Technical Proposal Evaluation (FORM III)			
Management Structure and Key Personnel			
3.1	Team Leader General Qualification Suitability for the task		
	- Academic qualification		35
	- Work experience		30
	- Functional Competencies		50
	- Language qualification		25
	SUB TOTAL		140
3.2	Assistant Team Leader		
	- Academic qualification		25
	- Work experience		20
	- Functional competencies		50
	- Language qualification		25
	SUB TOTAL		120
3.3	Survey pilot		
	- Academic qualification		7
	- Work experience		8
	- Functional competencies		15
	- Language qualification		10
	SUB TOTAL		40
	Aggregate		1000

Cover Page

International Firm Level Consultancy Service Conducting Wildlife Aerial Survey in the Project Sites

Procurement Reference No.: ETH0259

Technical Proposal

Legal Name of Proposing Organization / Firm:	[insert here]
Country of Registration:	[insert here]
Year of Registration:	[insert here]
Name of Signatory for this Proposal:	[insert here]
Designation of the Signatory:	[insert here]
Date of Preparation:	[insert here]
Email:	[insert here]
Business Address:	[insert here]
Phone / Fax:	[insert here]
Skype Account:	[insert here]

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Table of Contents

Page

TECHNICAL PROPOSAL COVER PAGES

Section 4 – Proposal Submission Form (use the template hereto) i.e., Statement of Declaration

Statement of Full Disclosure (use the template hereto)

Section 5 – Documents Establishing the Eligibility and Qualification of the Proposer (use the template hereto)

SECTION I. EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity

1.2 Financial Capacity and/or Standing

1.3 Track Record and Experiences

SECTION II. APPROACH AND IMPLEMENTATION PLAN

2.1 Approach to the Service/Work

2.2 Technical Quality Assurance Review Mechanism

2.3 Implementation Timelines

2.4 Subcontracting (if any)

2.5 Risks and Mitigation Measures

2.6 Reporting and Monitoring

2.7 Anti-corruption Strategy

2.8 Partnerships (if any)

2.9 Other

SECTION III. PERSONNEL

3.1 Management Structure

3.2 Staff Time Allocation

3.3 Qualifications of Key Personnel

3.4 Summary of Key Personnel Qualifications

CV of [Team Leader](#)

CV of [Assistant Team Leader](#)

CV of [The Pilot](#)

CV of [Project Staff / Associate Consultants](#)– if any

BANK REFERENCE DETAILS

ANNEXES

Renewed Company Registration Certificate and/or Business License including Articles of Incorporation or equivalent document if Bidder is not a corporation (Annex 1)

Tax Registration or TIN/VAT Certificate (Annex 2)

Tax Payment Certificate or Certificate of Tax Exemption by the Internal Revenue Authority (Annex 3)

Past Two Years Audited Financial Statements (Annex 4)

Duly Signed and Stamped Agreement **in case of Subcontracting and/or Consortium** (Annex 5)

Authenticated Power of Attorney (Notarial Certificate) for a **Team Leader in case of Partnership/Consortium** (Annex 6)

Statement of Satisfactory Performance from Top Three Firms in the Past Five Years (Annex 7)

Bank Reference (Annex 8)

Other Certificates and Accreditation – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc. (Annex 9 . . .)

Documentation Checklist (please refer to the checklist attached hereto)

SECTION 4: PROPOSAL SUBMISSION FORM¹⁰

Location: [insert location]

Date: [insert date]

To: Rahel Wubshet
Deputy Country Director – Operations, OIC
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Ms. Rahel Wubshet;

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

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

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

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the RFP Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We remain,

Yours sincerely,

Name of Signatory:

Designation:

Signature: _____

Date Signed:

Company Seal: _____

[please mark this letter with your corporate seal]

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

*(This Form must be submitted only using the Service Provider's Official
Letterhead/Stationery¹²)*

Date: [insert the date]

Statement of Full Disclosure

To: Rahel Wubshet
Deputy Country Director – Operations, OIC
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Ms. Rahel Wubshet;

We hereby declare that we have no conflicts to disclose in accordance with the definition of conflict in this RFP. Specifically, we have not/do not:

- i. Been associated in the present or past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference (ToR) and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
- ii. Been involved in the preparation and/or design of the programme/project related to the services requested under this RFP;
- iii. Have owners, officers, directors, controlling shareholders, or key personnel who are related by blood or affinity up to third civil degree to UNDP staff involved in procurement functions and/or the Government of the country receiving services under this RFP;
- iv. Submitted more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract.
- v. Combined functions of consulting and supply of goods, and the advisory services may lead to the procurement of such goods;
- vi. In addition, we are not in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

We remain,

Yours sincerely,

Name of Signatory:

Designation:

Signature: _____

Date Signed: _____ **Company Seal:** _____

[please mark this letter with your corporate seal]

¹¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

¹² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

SECTION 5: DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER

Proposer Information Form¹³

Date: [insert date (as day, month and year) of Proposal Submission]
RFP No.: [insert number]

Page _____ of _____ pages

No.	Description	Detail
1	Proposer's Legal Name	[insert Proposer's legal name]
2	In case of Joint Venture (JV), legal name of each party:	[insert legal name of each party in JV]
3	Actual or intended Country/ies of Registration/Operation:	[insert actual or intended Country of Registration]
4	Year of Registration:	[insert Proposer's year of registration]
5	Countries of Operation:	[insert here]
6	No. of staff in each Country:	[insert here]
7	Years of Operation in each Country:	[insert here]
8	Legal Address/es in Country/ies of Registration/Operation:	[insert Proposer's legal address in country of registration]
9	Value and Description of Top three (3) Biggest Contract for the past five (5) years:	[insert here]
10	Latest Credit Rating (if any):	[insert here]
11	Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.	[insert here]
12	Proposer's Authorized Representative Information:	Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's name] Telephone/Fax numbers: [insert Authorized Representative's name] Email Address: [insert Authorized Representative's name]
13	Are you in the UNPD List 1267.1989 or UN Ineligibility List?	<input type="checkbox"/> YES <input type="checkbox"/> NO
14	Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.	

¹³The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹⁴

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

RFP No.: [insert number]

Page _____ of _____ pages

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

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

¹⁴The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

SECTION 6: TECHNICAL PROPOSAL FORM

TECHNICAL PROPOSAL FORMAT [INSERT TITLE OF THE SERVICES]

Note:

Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity:

Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2 Financial Capacity:

- Provide a brief description of the organization / firm financial stand which clearly indicate its strength to Technical Panel who will appraise the proposal.
- Provide as an attachment the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.
- Provide tabular summary of the respective Audited Financial and/or its equivalent Statements in the **last two (2) years**.
- Please convert the currency into **US\$** if the audit statement is in different currency. You may use the UN Official Exchange Rate (UNOER) of the respective audit report date. It can be accessed at <http://treasury.un.org/operationalrates/Default.aspx>

You are advised to use the format below:

Item	Descriptions	Year: _____ In US\$	Year: _____ In US\$
a.	Current Assets		
b.	Fixed Assets (Property, Plant & Equipment - PPE)		
c.	Total Assets [a + b]		
d.	Current Liabilities		
e.	Long-term Liabilities		
f.	Total Liabilities/debt [d + e]		
g.	Equity [c - f]		
h.	Capital Employed and Liabilities [f + g]		
i.	Net Sales (Revenue)		
j.	Total Expenses (Selling and Administration)		
k.	Profit before Tax [i - j]		
l.	Profit tax		
m.	Profit after Tax (Net Profit) [k - l]		

1.3 Track Record and Experiences:

Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract. *You are advised to use the format below:*

No.	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Title – Mr., Mrs., Dr. to properly address, Phone, Email*)

** Be sure the correct email address is/are indicated*

SECTION 2: APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1 Approach to the Service/Work Required:

Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2 Technical Quality Assurance Review Mechanisms:

The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines:

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

2.4 Subcontracting: *(duly signed Memorandum of Understanding (MoU) with contractor is compulsory)*

Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5 Risks / Mitigation Measures:

Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. *You are advised to use the format below:*

Phase	Potential Risk	Impact	Significance Level (H, M, L)*	Probability of Occurrence (H, M, L)*	Risk Mitigation Measures to be Taken

Note: * H: High; M: Medium; L: Low

2.6 Reporting and Monitoring:

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

2.7 Anti-Corruption Strategy:

Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8 Partnerships: *(duly signed Memorandum of Understanding – MoU and Power of Attorney for a Team Leader who represents the consortium (JV) are compulsory)*

Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.10 Other:

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

SECTION 3: PERSONNEL

3.1 Management Structure:

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

3.2 Staff Time Allocation:

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

3.3 Qualifications of Key Personnel:

Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. *You are kindly advised to use the format below:*

Name:	[insert here]	
Position for this Contract:	[insert here]	
Nationality:	[insert here]	
Contact information:	[insert here]	
Area of Specialization:	[insert here]	
Years of Relevant Experience:	[insert here]	
Countries of Work Experience:	[insert here]	
Language Skills:	[insert here]	
Educational and other Qualifications:	[insert here]	
Summary of Experience:	Highlight experience in the region and on similar projects.	
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
e.g. June 2004-January 2005		
Etc.		
Etc.		
References no.1 <i>(minimum of 3):</i>	Name: [insert here] Designation: [insert here] Organization: [insert here] Contact Information – Address; Phone; Email; etc.: [insert here]	
Reference no.2	Name: [insert here] Designation: [insert here] Organization: [insert here] Contact Information – Address; Phone; Email; etc.: [insert here]	
Reference no.3	Name: [insert here] Designation: [insert here] Organization: [insert here] Contact Information – Address; Phone; Email; etc.: [insert here]	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member: _____

Date Signed*: _____

** It should be signed by the proposed consultant whose CV to be attached in the Technical Proposal*

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

3.4 Summary of Key Personnel Qualifications:

The Proposing Firm shall provide the summary of the key personnel who will be engaged in terms of their respective role, specialization, nationality and years of experience as per the following template

No.	Name of the Consultant	Position in the Consultancy Team	Specialization	Nationality	Professional Experience (in years)
1					
2					
3					

Documentation Checklist

SN	Documentation Requirement	Yes	No	If "No" Reason
1	Renewed Business License and/or Company Registration Certificate with Articles of Incorporation or equivalent document if Bidder is not a corporation	<input type="checkbox"/>	<input type="checkbox"/>	
2	Tax Registration or TIN/VAT Certificate	<input type="checkbox"/>	<input type="checkbox"/>	
3	Tax Payment Certificate or Certificate of Tax Exemption by the Internal Revenue Authority	<input type="checkbox"/>	<input type="checkbox"/>	
4	The Service Provider has the minimum required years of work experience in similar projects indicated in the ToR	<input type="checkbox"/>	<input type="checkbox"/>	
5	Past Two Years Audited Financial Statements	<input type="checkbox"/>	<input type="checkbox"/>	
6	Duly Signed Agreement - in case of Subcontracting and/or Partnership/Joint Venture (JV)	<input type="checkbox"/>	<input type="checkbox"/>	
7	Authenticated Power of Attorney (Notarial Certificate) to Team Leader - in case of Partnership/Joint Venture	<input type="checkbox"/>	<input type="checkbox"/>	
8	Statement of Satisfactory Performance from Top Three Firms in the last Five Years	<input type="checkbox"/>	<input type="checkbox"/>	
9	Duly Signed CV of Task Manager / Team Leader	<input type="checkbox"/>	<input type="checkbox"/>	
10	Duly Signed CV of Lead Consultant / Senior Consultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	
11	Duly Signed CV of Project Staff / Associate Consultants	<input type="checkbox"/>	<input type="checkbox"/>	
12	Other Certificates and Accreditation – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc.	<input type="checkbox"/>	<input type="checkbox"/>	
13	Acceptance of Request for Proposal (RFP) General Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>	

Note: Double click on the respective [Check Box](#) and click [checked](#) in the dialogue box of your choice.

All other information and documentations that we have not provided automatically implies our fully compliance with the requirements, terms and conditions of the RFP.

Name of Signatory:

Designation:

Signature: _____

Date Signed:

Company Seal: _____

[please mark this letter with your corporate seal]

Cover Page

International Firm Level Consultancy Service Conducting Wildlife Aerial Survey in the Project Sites

Procurement Reference No.: ETH0259

Financial Proposal

Name of Proposing Organization / Firm:	[insert here]
Country of Registration:	[insert here]
Name of Signatory for this Proposal:	[insert here]
Date of Preparation:	[insert here]
Email:	[insert here]
Address:	[insert here]
Phone / Fax:	[insert here]

¹⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Cover Letter

To: Rahel Wubshet
Deputy Country Director – Operations, OIC
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Ms. Rahel Wubshet;

We, having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged to provide Firm Level Consulting services [insert the description of the profession/activity for project/programme/office] for the lump-sum amount of [insert the lump sum amount in figures and words including the currency] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if the Proposal is accepted, to commence and complete delivery of all services specified in the contract within the timeframe stipulated in the Terms of Reference (ToR).

We agree to abide by this Proposal for a period of **120 days** from the date fixed for opening of Proposals in this RFP Procurement Notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that UNDP is not bound to accept any Proposal you may receive.

Full Name:

Designation:

Signature: _____

Date Signed: _____ **Company Seal:** _____

¹⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

SECTION 7: FINANCIAL PROPOSAL FORM¹⁷

Directions:

- The financial proposal shall specify a **total lump-sum amount** (including professional fee, travel, per diems, and other relevant expenses and/or costs for number of anticipated working days) which **UNDP Ethiopia Country Office will be obligated to pay to Prospect Service Provider upon Contract Award and successful completion of the consultancy assignment.**
- **Do not include** any conditional statement(s) about your financial lump sum amount and partial financial quotation is also not allowed.
- The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
- The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
- **Electronic submission**, the Technical and Financial proposals shall be submitted in **two separate files but in one email if the file size 9MB allows.**
- **You must send your duly signed Financial proposal separately** from Technical Proposal through UNDP ATLAS e-Tendering system in <https://etendering.partneragencies.org> in **PDF FORMAT**

I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate in US\$
Personnel costs				
Professional Fees for:				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices [if any]				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas [if any]				
a. Expertise 1				
b. Expertise 2				
Others [pls. specify]				
Out of Pocket Expenses				
1. Reproduction				
2. Equipment Lease [if you find it applicable]				
3. Others [pls. specify]				

¹⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Cost Components	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate in US\$
Travel Expenses to Join duty station				
Round Trip Airfares to and from duty station [if you find it applicable]				
Living Allowance [if you find it applicable]				
Travel Insurance [if you find it applicable]				
Terminal Expenses [if you find it applicable]				
Others [pls. specify]				
Duty Travel				
Round Trip Airfares [if you find it applicable]				
Living Allowance [if you find it applicable]				
Travel Insurance [if you find it applicable]				
Terminal Expenses [if you find it applicable]				
Others [pls. specify]				
All-inclusive Lump-sum Contract Amount				

Amount in Words: [Insert the total amount in words]

II. BREAKDOWN OF COST BY DELIVERABLES*

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

SN	Deliverables Payment Milestones	Percentage of Total Price (Weight for payment)	Price in US\$
1	Completion of agreement and inception workshop	25%	
2	First Draft	25%	
3	Submission of final draft	50%	
Lump-sum Contract Amount		100%	

**Basis for payment tranches*

SECTION 8: FORM FOR PROPOSAL SECURITY (if applicable)

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

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

WHEREAS [name and address of Contractor] (hereinafter called "the Proposer") has submitted a Proposal to UNDP dated Click here to enter a date., to execute Services (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a. Fails to sign the Contract after UNDP has awarded it;
- b. Withdraws its Proposal after the date of the opening of the Proposals;
- c. Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d. Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

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

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

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

SECTION 9: FORM FOR PERFORMANCE SECURITY¹⁸

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

To: UNDP Deputy Country Director (Operations)
P.O. Box 5580, Addis Ababa, Ethiopia
Attn. Mr. Janvier Wussinu

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date: _____

Name of Bank: _____

Address: _____

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

¹⁸ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

SECTION 10: FORM FOR ADVANCED PAYMENT GUARANTEE¹⁹

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

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert Guarantee No.]

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])²⁰ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ____ day of _____, 2____, ²¹ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

¹⁹ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

²⁰ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

²¹ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee."

SECTION 11: CONTRACT FOR PROFESSIONAL SERVICES

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

Contract for Goods and/or Services

Between the United Nations Development Programme and [insert name of the Contractor]

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> indicate as appropriate	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words] 9a. Advance Payment: [insert currency and amount in figures and words or indicate "not applicable"]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor's Name: Address: Country of incorporation: Website:	
13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:	
14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax:	

Email:
15. Contractor's Bank Account to which payments will be transferred:
Beneficiary:
Account name:
Account number:
Bank name:
Bank address:
Bank SWIFT Code:
Bank Code:
Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [~~delete if not applicable~~].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [~~delete if not applicable and remove square brackets~~].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [~~delete if not applicable~~].
5. Technical Specifications for Goods [~~delete if not applicable~~].
6. The Contractor's Technical Proposal and Financial Proposal, dated [~~insert date~~], as clarified by the agreed minutes of the negotiations meeting, dated [~~insert date~~]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [~~to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable~~].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS FOR

CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

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

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

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

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by 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.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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*,

18.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser’s prior written consent; *and*,

18.2.2 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:

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

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

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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 23.1, 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. 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”) and Article 34 (“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.

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

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.