



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: May 21, 2019
	REFERENCE: RFP SDG Implementation Status

Dear Sir / Madam:

We kindly request you to submit your Proposal for a **CONSULTANCY TO PREPARE A NATIONAL REPORT ON THE STATUS OF IMPLEMENTATION OF THE SUSTAINABLE DEVELOPMENT GOALS IN BOTSWANA.**

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

Proposals comprising Technical and financial proposals, **in separate sealed** envelopes may be submitted on or before **10<sup>th</sup> June 2019 at 12:00 noon Botswana Time** and via email, courier mail to the address below:

***United Nations Development Programme  
P.O. Box 54, Gaborone, Botswana  
Procurement Unit  
OR  
[procurement.bw@undp.org](mailto:procurement.bw@undp.org)***

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*[name of authorized staff]*

*[designation]*

*[date].*

## DESCRIPTION OF THE CONTEXT

<p><b>Context of the Requirement</b></p>	<p><b>1. BACKGROUND/CONTEXT</b></p> <p><b>1.1</b> Botswana is among the 193 United Nations (UN) Member States that adopted the 2030 Global Framework during the UN Summit on Sustainable Development held in September 2015 in New York, USA. Agenda 2030, as it is commonly known, is a universal call to all countries to end poverty in all its forms and dimensions, and to address the global economic, social and environmental challenges that confront the majority of the people across the world today. This Agenda constitutes 17 Sustainable Development Goals (SDGs), 169 targets and 232 indicators and remains the cornerstone for an inclusive, transformative and sustainable development that aims to <i>leave no one behind</i>.</p> <p><b>1.2</b> The three dimensions for sustainable development, i.e., the <i>economic, social and environmental</i> dimensions, can also be represented by the 5Ps, expressing the need for the protection of the <i>Planet</i>; while ensuring that <i>People</i> enjoy <i>Peace</i> and <i>Prosperity</i> through solid <i>Partnerships</i> that are necessary to catalyze global solidarity for achieving sustainable development.</p> <p><b>1.3</b> Botswana is committed to the full-scale implementation of the 2030 Agenda. Following the adoption of the Agenda in September 2015, a number of activities took place to prepare the ground for effective implementation of the SDGs in the country including:</p> <ul style="list-style-type: none"> <li>i) the active rollout of the SDGs, beginning with a very strong campaign to ensure ownership at both the national and local levels. Awareness campaigns and dialogue sessions were carried out for a number of Local Authorities (LAs), Civil Society Organizations, Parliament and Ntlo Ya Dikgosi.</li> <li>ii) An institutional mechanism for coordinating implementation of the SDGs was immediately set up comprising of the following entities:- <ul style="list-style-type: none"> <li>a) The <i>SDGs National Steering Committee</i> (NSC); co-chaired by the Secretary for Economic and Financial Policy in the Ministry of Finance and Economic Development (MFED) and the United Nations Resident Coordinator to provide oversight and policy guidance in the domestication and mainstreaming of SDGs;</li> <li>b) The <i>SDGs Technical Task Force (TTF)</i>, being the technical arm of the NSC, among others, to support SDGs implementation through development of strategic documents and other knowledge products; organizing multi-stakeholder dialogue and capacity building interventions on localization and implementation of the SDGs; as well as facilitating monitoring and evaluation of performance against the goals, targets and indicators; and</li> <li>c) The <i>SDGs National Secretariat</i>, which mainly supports MFED and the</li> </ul> </li> </ul>
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NSC to perform their coordination roles and works with all sectors and stakeholders to support domestication, mainstreaming and implementation of the SDGs at national, local and sector levels. The Population and Development Coordination (PDC) Section of the Ministry doubles up as the SDGs National Secretariat.

d) The SDGs Focal Points (FPs) is a new creation, which was established following the meeting of the NSC held on 6 September 2018. The meeting emphasized the need for the appointment of FPs in ministries, departments and agencies to serve as catalysts in the integration and implementation of SDGs at sector level, providing a communication link between their respective sectors and the SDGs National Secretariat.

iii) A **Botswana SDGs Roadmap (2017-2023)** was developed and launched in February 2018. The Roadmap serves as a Strategy document, guiding the mainstreaming and implementation of the SDGs in Botswana. It foresees implementation of the SDGs essentially within two phases that are aligned to the National Development Plans 11 and 12, followed by a period of wrapping up and setting of new goals for the next development phase in 2030. An **SDG Communication Strategy (2017-2023)** has also been developed to guide advocacy, sensitization and awareness creation on SDGs.

**1.4** The adoption of the 2030 Agenda for Sustainable Development in September 2015 was timely for Botswana as it not only coincided with the preparation of Vision 2036, the National, District and Urban Development Plans, but also facilitated alignment of the Sustainable Development Goals to the pillars and priorities of such frameworks. The National Development Plan (NDP) 11, District Development Plan (DDP) 8, Urban Development Plan (UDP) 4 and Vision 2036 define the strategic direction of the country in the short-, medium- and long-term, and just like the 2030 Agenda, identify **poverty eradication** as the overarching goal. The country has adopted the Vision of **Achieving Prosperity for All by 2036**.

**1.5** Statistics Botswana is responsible for coordinating the SDGs Global Indicator Framework at the national and sub-national levels, i.e., the Domesticated Indicator Framework (DIF). The DIF is a tool that has been developed to track progress or otherwise in the implementation of the SDGs by measuring movements or progress across all relevant targets and indicators.

**1.6** Statistics Botswana, working with line Ministries, Departments and Agencies (MDAs), undertook a relevancy exercise to assess the extent to which the SDGs, their targets and indicators as globally agreed, were relevant to Botswana. Following these consultations, it was concluded that all the 17 goals, 121 out of 169 targets and **209** out of 232 **indicators** were relevant and applicable to Botswana with the exception of only 48 targets and 23 indicators.<sup>1</sup> Of the 209 indicators, 158 are categorized under Tiers 1 & 2, meaning that they are globally measurable.<sup>2</sup>; 47 are Tier 3 indicators, implying that their methodologies are

<sup>1</sup> Botswana Domesticated Sustainable Development Goals Indicators Baseline Stats Brief, December 2018

<sup>2</sup> **Tier I** indicator is conceptually clear, has an internationally established methodology and standards are available, and data are regularly produced by countries for at least 50% of the countries and the population in every region where the indicator is relevant.

still being developed or tested<sup>3</sup> and four (4) are multiple tier indicators. It remains an imperative to ensure the gradual integration of relevant targets and indicators into the planning and policy frameworks of the country.

**1.7** Statistics Botswana also carried out an assessment to identify how many of the 158 measurable indicators have baseline data and only 55 were found to have baselines. This result, which is considered to be a crude reflection of the statistical monitoring capacity for SDGs in the country would need to be improved, not only to raise SDG monitoring capacity in the country, but so that the country is able to track indicator progress across a wider scope of the targets in the Domesticated Indicator Framework. However, due to their varied and complex nature, coupled with intensive resource requirements, prioritization and sequencing of the targets and indicators would be necessary and, in the process, a reconfirmation of their relevancy also undertaken. An analysis of the interlinkages within and across targets would also be necessary to ensure that adequate balance is maintained across all dimensions of the SDGs.

**1.8** The National Strategy Office is responsible for coordinating the NDP 11 Performance Monitoring System.<sup>4</sup> Through the four Thematic Working Groups, working in the areas of *economy and employment; social upliftment; sustainable environment; and Governance, safety and security*; 88 high level and key ministerial performance indicators drawn from NDP 11, the SDGs framework, Vision 2036 and the AU Agenda 2063 have been selected for monitoring the performance of the country in terms of the priorities and goals at the national level.

**1.9** A quick assessment reflects that at least 23 of these key performance indicators are SDG related. This assessment has not been made at the sectoral or ministerial level, implying that overall it is not clear the extent to which SDG targets and indicators have been integrated in the country's performance monitoring system as a whole. This would be necessary so as to consistently monitor progress and assess the contribution of SDGs to national development objectives and priorities.

**1.10** The High-Level Political Forum (HLPF), which is the main UN platform responsible for the follow up and review of the 2030 Agenda at the global level, meets annually under the auspices of the Economic and Social Council to review progress being made in the implementation of the 2030 Agenda. During these meetings, a selected number of Goals are subjected to review with countries preparing Voluntary National Reports (VNRs) indicating, among others, progress and challenges in the implementation of the goals in their respective countries. The HLPF Ministerial segment ends with adoption of an outcome

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**Tier II** indicator is conceptually clear, has an internationally established methodology and standards are available, but data are not regularly produced by countries

<sup>3</sup> **Tier III** indicator has no internationally established methodology or standards are not yet available for the indicator, but methodology/standards are being (or will be) developed or tested.

<sup>4</sup> The NDP 11 Performance Monitoring System consists of the high level national and ministerial performance monitoring frameworks aimed at measuring performance in the implementation of NDP 11. The system has the overall objective to enhance public sector efficiency, effectiveness, transparency and accountability as well as strengthen the development results that can be felt by the ordinary citizens of the country during NDP 11.

	<p>document of key issues. The SDGs Summit is scheduled to meet every four years under the auspices of the General Assembly, attended by Heads of State and Governments.</p> <p><b>1.11</b> Botswana submitted its VNR in 2017 and is not lined up for review in 2019. It is however important that on an ongoing basis, the country prepares regular reports on those goals that are under review to take stock of progress being made in the implementation of the SDGs in the country. This is the basis of this assignment, to prepare a comprehensive National SDGs report to provide the progress being made in the implementation of the SDGs in Botswana. This will be particularly relevant this year given that a Special Summit on SDGs will be convened marking its first meeting since the adoption of the 2030 Agenda in September 2015. Drawing from the comprehensive National SDGs Report, a special report on the SDGs being reviewed in 2019 will be prepared. Both the comprehensive and special reports will be informed by the Situational Analysis that will be done relative to the performance of Botswana in the implementation of the SDGs in the country.</p> <p><b>1.12</b> The 2019 HLPF is scheduled to meet from 9-15 July, the Ministerial Meeting from 16-18 July and the Special Summit on SDGs in September 2019. The HLPF will be convened under the Theme: <b><i>“Empowering People and Ensuring Inclusiveness and Equity”</i></b> and the following Goals will be reviewed:</p> <ul style="list-style-type: none"> <li>SDG 4: Ensure Inclusive and Quality Education for all and promote lifelong learning;</li> <li>SDG 8: Promote inclusive and sustainable economic growth, employment and decent work for all;</li> <li>SDG 10: Reduce inequality within and among countries;</li> <li>SDG 13: Take urgent action to combat climate change;</li> <li>SDG 16: Promote just, peaceful and inclusive societies; and</li> <li>SDG 17: Revitalize the global partnership for sustainable development.</li> </ul> <p><b>1.13</b> In view of the above, the Government of Botswana through the Ministry of Finance and Economic Development (MFED) and with the support of the UN System under the technical leadership of UNDP Botswana seeks the services of a multisectoral team with extensive experience in preparing national reports on sustainable development and the SDGs to prepare a comprehensive National SDGs Report for Botswana along with the Special SDGs Report for those SDGs that are being reviewed at the HLPF in July 2019.</p>
Implementing Partner of UNDP	Ministry of Finance and Economic Development
Brief Description of	<p><b>2. THE PURPOSE OF THE ASSIGNMENT</b></p> <p><b>2.1</b> The purpose of the assignment is to prepare a comprehensive National SDGs Report and the Special SDGs Report for those SDGs that are being reviewed at the July 2019 HLPF. These reports are expected to be informed by extensive and comprehensive situational analysis of the overall progress the country has made</p>

<p>the Required Services<sup>5</sup></p>	<p>in the implementation of the SDGs vis-à-vis the relevant targets and indicators for Botswana. The assignment will entail assessing the status of implementation of the SDGs in Botswana, identifying progress being made and challenges encountered, and ultimately, proposing a set of recommendations for addressing these challenges, taking into account issues of relevancy, prioritization, sequencing as well as integration or mainstreaming of the targets and indicators in planning and policy frameworks.</p> <p><b>3. SCOPE OF WORK OF THE ASSIGNMENT</b></p> <p><b>3.1</b> The Consultancy Team will be expected to produce a two-part report, with the first part being a comprehensive Situational Analysis SDGs Report and the second part being a Special SDGs Report focusing on those SDGs that are being reviewed for the July 2019 HLPF.</p> <p><b>Part 1</b></p> <p><b>3.2</b> The consultancy will:</p> <p>3.2.1 Assess the level of implementation of the SDGs in the country, tracking progress in the execution of each goal and relevant targets and indicators. This would mean defining whether Botswana is on track or making any significant headway in the implementation of each goal vis-à-vis the relevant targets and indicators.</p> <p>3.2.2 Identify specific SDG targets and indicators that have been integrated/mainstreamed in policy and planning frameworks:</p> <ul style="list-style-type: none"> <li>- indicate if the indicators have baselines and when the baselines for the indicators were developed;</li> <li>- whether annual targets have been developed, if implementation has started, and progress made for each target being implemented; and</li> <li>- document the challenges encountered; and</li> </ul> <p>3.2.3 identify lead agents for the goals and targets, key stakeholders involved in implementation as well as coordination arrangements within sectors. Where there is no clarity with regard to lead agents for specific goals or targets, make specific recommendations.</p> <p>3.2.4 Review the remaining targets and indicators that have not been integrated/ mainstreamed in policy and planning frameworks:</p> <ul style="list-style-type: none"> <li>- confirm their relevancy for implementation in the country;</li> <li>- propose a prioritization and sequencing of the remaining targets and indicators for mainstreaming in planning and policy frameworks,</li> </ul>
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<sup>5</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>projects and programmes. The proposed actions should take into account the National Development Plan process and its mid-term reviews.</p> <p>3.2.5 Assess the situation as it pertains to implementation of the SDGs Roadmap and in line with the following functions which are critical to the successful implementation of the SDGs:</p> <ul style="list-style-type: none"> <li>- Planning</li> <li>- Advocacy, sensitization and awareness creation</li> <li>- Monitoring, including data collection, analysis and reporting;</li> <li>- Research;</li> <li>- Resource mobilization and stakeholder coordination.</li> </ul> <p>3.2.6 Identify and map the interlinkages within and across different targets as well as potential synergies and trade-offs within and across the SDG targets and indicators. This should be done across all relevant targets and indicators.</p> <p>3.2.7 Assess methods of stakeholder engagement across government with respect to SDGs and document the findings.</p> <p>3.2.8 Taking into account the NDP 11 and Ministerial Performance Frameworks as well as the SDGs Domesticated Indicator Framework, advice of the need for a separate or additional monitoring framework for SDGs.</p> <p>3.2.9 Identify cross cutting issues in the implementation of the SDGs and how they should be tackled.</p> <p><b>Part 2</b></p> <p>3.2.10 Follow the prescribed format for the preparation of the 2019 Voluntary National Reports (VNRs) to produce Part 2 of the report for Botswana focusing on the goals under review for the 2019 HLPF. Greater attention should be paid to how the principles of <i>Leave no one behind</i> and how <i>the three dimensions of the SDGs</i> are being integrated in the implementation of the goals.</p> <p>3.2.11 Provide some of the key lessons from the July 2019 HLPF that could be useful to Botswana in enhancing implementation of the SDGs.</p> <p>3.2.12 With respect to the following three goals, address the following specific issues:</p> <ul style="list-style-type: none"> <li>- <b>Goal 4:</b> Review progress made, and challenges encountered in the operationalization or implementation of Goal 4 Implementation Plan launched by the Ministry of Education in September 2018.</li> <li>- Highlight any lessons to be learnt.</li> </ul>
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	<ul style="list-style-type: none"> <li>- <b>Goal 8:</b> - Provide an understanding or meaning of <i>decent work</i> and indicate if the concept is being applied in the relevant policies and regulatory frameworks in the country.</li> <li>- Review the individual targets and advice on an appropriate lead agency for the Goal or its targets.</li> <li>- <b>Goal 10:</b> propose a definition of inequality so as to guide who the lead agency for the goal should be, giving reasons why.</li> </ul>
<p>List and Description of Expected Outputs to be Delivered</p>	<p><b>4. METHODOLOGY</b></p> <p><b>4.1</b> The team shall conduct face to face interviews to collect and make use of available information and apply sound technical practices and methods in carrying out the assignment.</p> <p><b>4.2</b> The methodology selected by the consultants must appropriately respond to the objectives of the assignment to produce quality deliverables. These methods must comprise both quantitative and qualitative approaches.</p> <p><b>4.3</b> Extensive desk review of various reports/publications on SDGs, NDPs, Millennium Development Goals Reports, UN publications and various reports on SDGs, and other relevant documents is also envisaged. The team will be expected to identify and engage relevant stakeholders and entities comprised of both state and non-state actors to clarify objectives and expectations with primary clients and promote dialogue among key stakeholders around SDG implementation in Botswana. Stakeholders should include but not limited to civil society, private sector, relevant government sector ministries, departments and agencies at national and sub-national levels, academia, research institutions and think tanks, and relevant development partners working in the areas of SDGs, economic development and planning.</p> <p><b>4.4</b> The team must also take note of ongoing initiatives by UN agencies, in particular, the UN-HABITAT and UNEP supporting the Ministries of Infrastructure and Housing and the Department of Environmental Affairs in the implementation of the SDGs. The team must also interact with consultants undertaking the Midterm Review of the NDP 11 to document any information that is relevant to the assignment.</p> <p><b>4.5</b> The team shall work with the SDGs National Secretariat to convene a consultative workshop on the Reports, act as main rapporteur at the workshop, recording or documenting in detail all contributions and outcomes.</p> <p><b>5. DELIVERABLES</b></p> <p><b>5.0</b> Key deliverables expected from the assignment are:</p>

- **Inception Report:** The Report should have a clear roadmap for undertaking and completing the assignment. In other words, the Report should detail the understanding of the assignment; show how each action in the overall and specific objectives will be addressed by way of proposed methods, sources of data and data collection procedures, include a proposed schedule of tasks, activities and deliverables and designate a team member with lead responsibilities for each task. The Report to be presented to the Reference Group.
- **First Draft Situational Analysis Report** incorporating all aspects outlined in the Scope of Works above and presented to the Reference Group.
- **Second Draft Situational Analysis Report** and First Draft of Part 2 of the Report incorporating all aspects outlined in the Scope of Works above and comments from the Reference Group. This draft will be subjected to a national workshop.
- **Final Report** incorporating Parts 1 and 2 of the assignment.

## 6. PLANNING

The duration of the assignment is envisaged to take about forty (40) days spread over a period of Two (2) months including the review period by the Reference Group (RG). The RG will be made up of the SDGs Technical Task Force and representatives from the MDAs overseeing the Goals under review during the 2019 HLPF. The team is therefore expected to indicate the deliverables against the proposed time to be taken.

## 7. KEY PERSONNEL - REQUIRED QUALIFICATIONS & EXPERIENCE

A team of three consultants made up of an international lead consultant and two local consultants is expected to undertake the assignment. The team should demonstrate extensive experience on past performances of similar or related assignments, internationally and locally. Specifically, the information provided must include clients names, nature and scope of work, clients' contact details, personnel involved and contract value.

**Lead Consultant** – Team leader, responsible mainly for quality assurance in the conduct of the assignment.

- **Qualifications:** The Lead Consultant must have advanced post-graduate degree (Master's/PhD) in any social sciences such as development economics, public policy, development finance or any other relevant field of study.

	<ul style="list-style-type: none"> <li>➤ <i>Work experience:</i> A minimum of 15 years of experience in policy formulation and implementation at international level.</li> <li>➤ Overall, she/he must have working knowledge of sustainable development issues and means of implementation. Familiarity with the work of the United Nations System including the 2030 Agenda for sustainable development.</li> <li>➤ Linked to the above, ability to interrogate issues from the perspective of the three dimensions of sustainable development or the 5Ps.</li> <li>➤ The Lead Consultant must also have transformational leadership skills with ability to translate strategy into action and build strategic relationships.</li> <li>➤ Must have good report writing, presentation and advocacy skills.</li> </ul> <p><b>Technical Team Member 1-</b> Responsible for research, data collection and analysis and report writing. In addition, the team member must have some expertise in monitoring and evaluation systems.</p> <ul style="list-style-type: none"> <li>➤ <i>Qualifications:</i> Master’s Degree in environmental science or studies or other relevant field of study.</li> <li>➤ <i>Work Experience:</i> – Must have minimum 10 years of experience in research related to environmental issues and or sustainable development at national and/or international level and ability to communicate research outcomes to diverse audiences, particularly policy makers.</li> <li>➤ Knowledge and understanding of inclusive development and experience in the development and implementation of M&amp;E systems, including results-based management.</li> </ul> <p><b>Technical Team Member 2-</b> Also responsible for research, data collection and report writing. In addition, the team member should have some expertise in development financing.</p> <ul style="list-style-type: none"> <li>➤ <i>Qualifications:</i> Master’s Degree in subjects related to health, education, gender or any field of study related to the goals that address the social dimensions of the SDGs.</li> <li>➤ <i>Work Experience:</i> – Must have minimum 10 years of experience in research and development issues at national and/or international level. In addition, professional experience <b>in SDG financing</b> and an understanding of the Addis Ababa Action Agenda.</li> </ul>
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- Experience in stakeholder coordination and participation also necessary.

## **8. IMPLEMENTATION ARRANGEMENTS**

**8.1** The Ministry of Finance and Economic Development is the lead ministry for all processes of this consultancy. The Team will report directly to the Secretary for Economic and Financial Policy and will on a day to day basis, and for operational issues, to the Director responsible for Population and Development Coordination.

**8.2** A Reference Group made up of members of the SDGs Technical Task Force and representatives from sectors whose goals are under review by the 2019 HLPF will be constituted and tasked with the responsibility of providing technical support to the consultancy, ensuring that each member of the group reads and provides comments on all draft reports produced. UNDP will provide technical and quality assurance support throughout the process.

## **9. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE APPLICATION**

**9.1** Interested bidders must submit the following documents/information to demonstrate interest in the consultancy:

### **a) Technical Proposal:**

- Profile of the bidder and an outline of specific experience of the bidder in providing consulting services on similar assignments.
- Demonstration of past performance in providing similar services, indicating client name, nature and scope of work.
- Comments or suggestions on the TORs and appreciation of the assignment.
- Demonstration of adequate understanding of the specified requirements.
- Detailed explanation of the approach/methodology of the Assignment.
- An implementation matrix/work plan with timelines for carrying out the assignment.

### **b) Financial proposal:**

- Indicate the Lump-sum consultancy fee.
- The lump sum should be broken down to clearly indicate: travel, per diems, and actual consultancy fees (daily fee).
- An indication of whether this rate is flexible or not.

### **c) Personal CVs:**

Provide CVs for all key personnel, which must include past experiences undertaking similar assignments and at least three (3) references for ease of background checks.

	<p><b>10. TRAVEL</b></p> <p><b>10.1</b> All envisaged travel costs must be included in the financial proposal. This must include the travel cost to join duty station/repatriation travel.</p> <p><b>10.2</b> Kindly note that UNDP will not accept travel costs exceeding those of an economy class ticket. Should the Consultant(s) wish to travel on a higher class, he/she is free to do so using his/her own resources for the upgrade. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Consultants prior to travel and will be reimbursed.</p>																			
Person to Supervise the Work/Performance of the Service Provider	<i>UNDP Resident Representative</i>																			
Frequency of Reporting	<i>Daily</i>																			
Progress Reporting Requirements	As per Deliverables																			
Location of work	<input type="checkbox"/> Exact Address/ <b>Ministry of Finance and Economic Development, Gaborone-Botswana</b> <input type="checkbox"/> At Contractor's Location																			
Expected duration of work	2 months																			
Target start date	June 2019																			
Latest completion date	August 2019																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td>Gaborone</td> <td>June - August 2019</td> <td>To undertake research and present reports to meetings of the RG and Workshop</td> <td>June - August 2019 Exact dates to be confirmed</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Gaborone	June - August 2019	To undertake research and present reports to meetings of the RG and Workshop	June - August 2019 Exact dates to be confirmed								
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Gaborone	June - August 2019	To undertake research and present reports to meetings of the RG and Workshop	June - August 2019 Exact dates to be confirmed																	
	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training																			

Special Security Requirements	<input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal <sup>6</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>

<sup>6</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Payment Terms <sup>7</sup>	Outputs	Percentage	Timing	Condition for Payment Release
	Inception Report	15%	4.5 days	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	First substantive draft of the Situational Analysis Report	35%	20.5 days	
	Draft Final Report comprising Parts I & II of the Report	50%	15 days	
Person(s) to review/inspect / approve outputs/completed services and authorize the disbursement of payment	Reference Group, UNDP Country Office and the National Steering Committee			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>8</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			

<sup>7</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

<sup>8</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

**12. EVALUATION PROCESS & CRITERIA**

The procedure for evaluation of the bids shall consist of three stages.

**STAGE -1 – Preliminary Evaluation**

Preliminary evaluation of the proposals will be a compliance check based on the aspects below;

1. Qualification
2. Experience
3. Completeness of Bid

The evaluation is based on a yes/no response. If the response is “no” for any three (3) of the criteria, the bidder will be disqualified for further evaluation.

**STAGE-2 -Technical Evaluation**

Technical evaluation shall be made to determine capability to deliver the required deliverables of the consultancy. It will be based on a scale of 0-100 points wherein the qualifying mark is 70%. Therefore, if the bidder fails to score 70% and above under Stage 2, they shall be disqualified from further evaluation. The quality criteria and maximum score in respect of each of the criteria are as follows:

Description of quality criteria	Maximum number evaluations
<b>Expertise of the Firm:</b>	<b>40%</b>
<b>a) Context</b> <ul style="list-style-type: none"> <li>• Knowledge of the 2030 Agenda and Sustainable Development Goals and the Botswana context in relation to SDG implementation. Knowledge of the mandate of MFED, National Strategy Office, Statistics Botswana and other key stakeholders/Ministries</li> </ul>	<b>10</b>
<b>b) Technical Competence</b> <ul style="list-style-type: none"> <li>• Ability to review SDG targets and indicators to check relevancy, to prioritize and propose an appropriate sequence for implementation.</li> <li>• Expertise in integrating SDG targets and indicators in planning and policy frameworks and understanding or knowledge and use of baseline data.</li> <li>•</li> </ul>	<b>30</b>
<b>Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan:</b>	<b>40%</b>
<b>Methodology/Approach</b> <ul style="list-style-type: none"> <li>• Demonstrate adequate understanding of the specified requirements</li> <li>• Good understanding and application of M&amp;E systems</li> <li>• Ability undertake qualitative and quantitative</li> </ul>	



	data analysis and undertake monitoring and evaluation of projects and programmes		
	<b>Management Structure and Qualification of Key Personnel</b>	<b>20%</b>	
	<b>Relevant Work Experience</b> <ul style="list-style-type: none"> <li>• Demonstrate past performance in providing advisory services in formulation and implementation of SDGs related policies, strategies, projects and programmes and other knowledge products.</li> <li>• Relevant Team composition</li> <li>• Experience in drafting high quality reports and facilitating development planning consultative processes.</li> <li>• Presentation &amp; Packaging: Good writing, communication and presentation skills.</li> </ul>		
	<b>Total evaluation points</b>	<b>100</b>	
	<b>STAGE 3 – Financial / Cost evaluation</b> Consultants obtaining a minimum of 70% of the obtainable points of 100 points in the technical evaluation would be considered for the financial evaluation. Cost Evaluation shall be conducted by reviewing financial proposals to correct any arithmetic errors. Financial weight shall be 30% where the bid with the lowest reasonable cost shall be awarded a score of 30 and score for the other bids shall be obtained/calculated using the formula below: $P0/P1 \times wf$ Where;            P0 is the lowest financial offer P1 is the financial offer under consideration Wf is the financial weight.		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors : <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>		
Annexes to this RFP <sup>9</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>10</sup> <input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others <sup>11</sup> <i>[pls. specify]</i>		

<sup>9</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>10</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>11</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<p>Contact Person for Inquiries (Written inquiries only)<sup>12</sup></p>	<p><i>[Name]</i>  <i>[Designation]</i>  <i>[Fax/Email]</i>.  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information  <i>[pls. specify]</i></p>	<p>NONE</p>

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<sup>12</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>13</sup>

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>14</sup>)***

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[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

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

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

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

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<sup>13</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>14</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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**C. Qualifications of Key Personnel**

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

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

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

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

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

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

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

<b>III. Other Related Costs</b>				
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*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*

*General Terms and Conditions for Services*

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

## **7.0 INDEMNIFICATION:**

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

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

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no

longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

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

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

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

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of



performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

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

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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