



REQUEST FOR PROPOSAL (RFP) - CONSULTANCY FOR THE DEVELOPMENT OF THE REVISED BOTSWANA ECONOMIC DIVERSIFICATION DRIVE STRATEGY 2020 – 2025

NAME & ADDRESS OF FIRM	DATE: November 29, 2019
	REFERENCE:

Dear Sir / Madam:

We kindly request you to submit your Proposal for **CONSULTANCY FOR THE DEVELOPMENT OF THE REVISED BOTSWANA ECONOMIC DIVERSIFICATION DRIVE STRATEGY 2020 – 2025**.

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

Proposals in sealed **separate financial and Technical** may be submitted on or no later **than 20 December 2019 at 12:00 Noon (Botswana Time)** via hand delivery, email, courier to the address below:

United Nations Development Programme
P.O. Box 54, Gaborone, Botswana
Procurement Unit
procurement.bw@undp.org

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Procurement Unit
[designation]
11/29/2019

Description of Requirements

Context of the Requirement	1.0 BACKGROUND/CONTEXT			
	Diversifying the economy of Botswana has been a major development drive for succeeding Governments for many years now. This aspiration has been articulated in various national development frameworks including Vision 2016 and Vision 2036 as well as successive National Development Plans (NDPs). Other policy and/or strategy documents and legal instruments have also been developed to support an enabling business environment, inclusive and sustainable growth, job and wealth creation, economic diversification and poverty eradication. Core among these documents are presented in the table below:			
	#	Policy/Strategy Documents	#	Legal Instruments
	1	Privatisation Policy (2000)	1	Trade Act (2008)
	2	Industrial Development Policy (2014)	2	Control of Goods, Prices and Other charges Act (1999)
	3	Competition Policy for Botswana (2008)	3	Industrial Development Act (2006)
	4	Private Sector Development Strategy (2008)	4	Small Business Act (2004)
	5	National Trade Policy for Botswana (2009)	5	Competition Act (2018)
	6	Botswana National Export Strategy (2010)		
	7	Investment Strategy for Botswana (2010)		
	8	Economic Diversification Drive Strategy (2011-2016)		
	9	Special Economic Zones Policy for Botswana (2011)		
	10	National Export Strategy (2006-2009 & 2019-2024)		
	11	National Policy for Cooperative Development (2009)		
	12	Botswana's Cooperative Transformation Strategy (2012)		
	13	Citizen Economic Empowerment Policy (2012)		
	14	SPEDU Strategy for Selebi-Phikwe Regional Economic Diversification (2013)		
	15	Small, Micro and Medium Enterprise Policy (1998)		
	16	Gambling Policy (2002)		
	17	Competition Policy (2005)		

	<p>In 2010, the Government of Botswana issued a Presidential Directive through a Cabinet Memo captioned CAB 11(A)/2010 calling on all Government Ministries and their stakeholders to intensify efforts to diversify the economy. This eventually led to the development of the Short-Term Economic Diversification Drive (EDD) Strategy and the Medium to Long-Term EDD Strategy.</p> <p>Despite the above supportive policies and strategies implemented over the years to achieve economic diversification and structural transformation, lack of economic diversification continues to remain a development challenge in Botswana. The economy remains heavily dependent and concentrated on diamonds, while the private sector, considered pivotal in the strategy for economic diversification and structural transformation, continues to be shallow and heavily dependent on the huge purchasing power of the government, with weak inter-sectoral diversity and production linkages. In fact, the diamond industry in the country by far continues to outshine other key sectors (agriculture, textile, manufacturing, beef, services, etc.) in the economy, accounting for one-third of GDP, about 80 per cent of export earnings, and about 40 per cent of government's revenues (Sekwati, 2010).¹ The situation has made the economy vulnerable to external shocks attributed to volatility in the demand and price of its primary commodity and economic recessions in neighboring South Africa and the global economy, thus prompting the need to diversify the economy of Botswana away from the mineral sector and more into the manufacturing, innovation and knowledge and Information, Communication and Technology.</p> <p style="text-align: center;">1.1 The Economic Diversification Drive Strategy</p> <p>The Economic Diversification Drive (EDD) Strategy was introduced in 2010 and its implementation commenced in 2011. It has two major components, namely the Short-Term Strategy (STS) and the Medium to Long-Term Strategy (MLTS). The STS focuses on interventions aimed at promoting domestic production and consumption, by leveraging the government's purchasing power to enhance participation of local enterprises in the economy. The core element of this strategy is the promotion of local procurement through preference margins based on turnover threshold. The MLTS focuses on building productive capacity and developing competitiveness of the private sector to enable the country to participate effectively at the regional and local levels based on quality goods and services, productive labour force, technological innovation and adaptation, and development of business linkages between small, medium and micro enterprises (SMMEs) with large companies.</p> <p>The EDD Strategy was planned to be implemented from 2011 to 2016. A mid-term review of the Strategy was expected in 2013 but it was not done. Nevertheless, the Ministry of Investment, Trade and Industry (MITI) was still keen on implementing the Government's agenda on economic diversification. Therefore, with the support of the United Nations Development Programme (UNDP), an evaluation of the EDD Strategy was carried out. It was envisaged that the key findings and recommendations from the evaluation would be used to inform the development of the revised strategy. However, the evaluation report fell short of expectations in terms of responding adequately to the evaluation questions and subsequently informing the development of the revised EDD Strategy. The decision was then taken by the MITI Senior Management in consultation with the Senior Management</p>
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¹ Sekwati, L. (2010). Economic Diversification: The Case of Botswana. Revenue Watch Institute

	<p>of UNDP to continue the support on the development of the revised EDD Strategy. It was also agreed that such undertaking would be complemented with the UNDP Country Office (CO) fielding a mission from its Regional Service Centre for Africa (RSCA) in Addis Ababa, Ethiopia, to work with both the Country Office and MITI to engage in further consultations with relevant stakeholders. Thereafter, the mission team would produce a roadmap using key findings from the consultations to guide the development of the revised EDD Strategy and the terms of reference for the assignment.</p> <p>The mission was fielded from 29 July – 2 August 2019 and its findings informed the development of the roadmap, based on which these terms of reference for the development of the revised EDD Strategy have been formulated. Stakeholders consulted included sector Government Ministries, Departments and Agencies (MDAs), parastatals/State-Owned-Enterprises, the private sector inclusive of financial institutions, and development partners. Some of the key findings from the consultations are the following:</p> <ul style="list-style-type: none"> ➤ The Economic Diversification Drive (EDD) Strategy remains a relevant and strategic framework to guide economic diversification and structural transformation in the economy, as well as overall achieve the goals of the 2030 Agenda, Agenda 2063, the National Development Plan, and Vision 2036. ➤ The EDD Strategy provides a broad policy guidance of key drivers with the potential to promote economic diversification. These include: Sectoral diversification; Export diversification; Development of domestic enterprises including the development of MSMEs and their inclusion into national and regional value chains (i.e., local content promotion); Labour market analysis, assessment and investments in human capital development and skills including entrepreneurship development; and Innovation, Information and Communication and Technology (ICT) as well as Research and Development. ➤ The EDD Strategy has the potential to promote socio-economic transformation in Botswana, provided it is underpinned by an effective implementation and institutional arrangement, robust monitoring and evaluation framework, effective communication strategy and a fully operational implementation plan. ➤ The design of the SEZs and Cluster Development Approach (CDA) initiatives were done with the goal of driving economic diversification. However, both these initiatives were developed after the design of the EDD Strategy and their implementation is not coordinated under the EDD Strategy implementation modality but different structures. This was cited as a coordination challenge that needs to be addressed. ➤ The EDD Strategy also failed to appropriately identify institutions responsible for specific actions, which thus impacted on the accountability to enhance effective implementation of the key interventions. ➤ Weak M&E framework and accountability culture in the country was found to be a serious challenge, which was acknowledged and described as a systemic concern during the consultations. The weak M&E culture may have contributed to the reason why the planned M&E framework of the strategy was not developed.
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	<ul style="list-style-type: none"> ➤ Limited monitoring and evaluation of the scheme made it challenging to assess results and revise design and implementation. The mission found no evidence of adequate monitoring and evaluation system put in place to assess progress of the scheme's implementation and achievement of its intended objectives. ➤ The multi-sectoral and multi-layered nature of the EDD Strategy requires it to be a whole of government and a whole of society initiative. Its stakeholders are many and diverse, ranging from government entities and private sector to civil society, development partners, academia and research institutions, media and the public at large. Therefore, the success of the revised EDD Strategy in being truly all society-encompassing will hinge on how well it is coordinated, implemented and communicated. ➤ An Effective institutional arrangement and coordination structure was identified as one of the key bottlenecks to the implementation of the EDD Strategy and need to be remedied in the revised EDD Strategy. ➤ Modest or no impact of the public procurement policy in promoting greater competitiveness of domestic firms and export readiness. This finding is supported by the study that was done by the World Bank on this component of the EDD Strategy. It was also found that the short-term component of the EDD Strategy was not consistently implemented across government institutions. During the consultations, stakeholders reported that while Ministries' tender documents mention the application of the EDD price preference margin, the latter is not consistently applied. Stakeholders consulted also shared their concerns about the lack of scrutiny in EDD certification, revealing that EDD certifiers hardly, if ever, monitor the businesses that apply for the EDD license. ➤ Ambiguity of the short-term strategy's objectives and consequent lack of clarity of communication led to its ineffectiveness. While the dual EDD short-term component's objectives were to reduce the import bill by promoting import substitution and competitiveness of domestic firms, much emphasis was put on the former, thus limiting its capacity to strengthen domestic productive capacity and competitiveness. Lack of clarity of the short-term component's objectives and of communication to implementing entities, compounded with limited monitoring and evaluation, led to ineffective implementation of the short-term strategy and little or no results regarding export promotion and domestic private sector competitiveness. ➤ A key finding from the mission consultations is that the public sector/government continues to play a dominant role in the economy and in the implementation of the EDD Strategy. The primary reason can easily be attributed to the government's huge purchasing power ability and control over large portion of economic resources by virtue of the fact it remains the highest employer in the economy, with the private sector still struggling to find its niche and play its normative role of serving as the engine of growth and leading the economic diversification drive in the economy. There was therefore the need to promote private sector engagement, so the private sector plays more lead role in the economic diversification of the economy. ➤ The mission also found the need to broaden the public-private platform for dialogue with the primary objective of ensuring adequate representation and strengthened mechanisms for engagement during the design and implementation
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	<p>of the revised EDD Strategy. The finding is that Business Botswana appears to be amongst the few, if not the only interlocutor of the government about issues related to EDD design and implementation. However, not all private sector institutions consulted saw themselves represented by Business Botswana and called for broadening of the platform for dialogue to make it more inclusive and representative of the entire spectrum of private sector institutions.</p> <p>➤ The communication strategy and its implementation plan were not developed during the implementation, thus negatively affecting effective advocacy, sensitization and awareness raising on the EDD Strategy and its implementation process. The failure to develop the communication strategy and carry out all the planned communication interventions may have contributed to key implementing actors and entities' inability to clearly distinguish between the Short-Term and Medium to Long-Term Components of the EDD Strategy. From the consultations with stakeholders, it emerged that communication and information dissemination was a major challenge during the EDD Strategy implementation. Stakeholders, including the private sector and government ministries, were, by and large, associating the name of EDD exclusively with its short-term component, the public procurement initiative. None of the stakeholders interviewed referred to any of the medium to long-term components of EDD Strategy. Moreover, some stakeholders did not seem to know that their institutions were or should have been involved in the implementation of EDD Strategy.</p> <p>The above issues from the consultations are expected to be further interrogated during the consultancy for their validity and possible consideration in the revised EDDS, hence specific scope of work will be defined for each one of them later in this document.</p> <p>In view of the above context, the Government of Botswana through the Ministry of Investment, Trade and Industry (MITI) with the support of the United Nations Development Programme requires the services of an expert consultancy team with adequate experience in developing economic diversification drive strategies, implementation plans, monitoring and evaluation frameworks and communication strategy. The primary goal of the consultancy team will be to support the Government of Botswana through MITI to develop the REVISED BOTSWANA ECONOMIC DIVERSIFICATION DRIVE STRATEGY (EDDS), its costed implementation plan, the monitoring and evaluation framework and Communication Strategy for the Strategy.</p> <p>The support is expected to be provided over a period of 100 working days, which will be spread over a period of five to six months, during which time the consultancy team will be expected to transfer knowledge and capacity building support to the EDD Unit.</p>
Implementing Partner of UNDP	Ministry of Investment, Trade and Industry

<p>Brief Description of the Required Services²</p>	<p>2.0 PURPOSE OF THE ASSIGNMENT</p> <p>The overall purpose of the assignment is to support the Government of Botswana through the Ministry of Investment, Trade and Industry to develop the revised Botswana Economic Diversification Drive Strategy along with its abridged version, costed implementation plan, monitoring and evaluation framework and communication strategy. Effort must be made to build on the roadmap that was developed following the UNDP mission and other strategic documents.</p> <p>3.0 THE SCOPE OF WORK</p> <p>Under the overall guidance and supervision of the Senior Management of the Ministry of Investment, Trade and Industry and the day to day management of the Economic Diversification Drive Unit in the Ministry and the Technical and quality assurance support of the Technical Reference Group that will be comprised of MITI, technical focal points from other Ministries, Departments and Agencies (MDAs), and UNDP (both the Botswana CO and Regional Service Centre for Africa (RSCA) Teams), the consultancy team will carry out the following scope of work:</p> <p><i>Section 1: Diagnostics-Sector and Macroeconomic Evidence-based Analysis</i></p> <ul style="list-style-type: none"> ➤ Undertake a desktop review of Botswana’s past efforts on economic diversification to determine achievements and short comings. Recommend what would be applicable to the revised EDD strategy. ➤ Undertake a comprehensive evidence-based analysis of key sectors that have the highest potential of driving private sector- and export-led economic growth and structural transformation as well as generating sustainable employment, particularly for the youth and the poor in the economy. ✓ The analysis should focus on sectoral macroeconomic projections and an effective macroeconomic model to spur economic diversification and structural transformation in the economy. ✓ The analysis should also inform the focus of the revised EDD Strategy, considering both: <ul style="list-style-type: none"> ▪ Sector/product diversification, exploring the potential of sectors such as agriculture, manufacturing, services, and ICT, etc. and their contributions to GDP growth. ▪ Export diversification primarily intended to decrease Botswana’s dependency on diamonds/the mineral sector.
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² A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<ul style="list-style-type: none"> ➤ Review policies and strategies, including industrial and immigration policies, the National Export Strategy, Cluster Development Approach, Special Economic Zones and others, for coherence with priority sectors identified by the sector and macroeconomic analysis and identify policy instruments and strategies that may require revision to promote economic diversification. Effort should be made to ensure consistency of export focus of key EDD policies and strategies. ➤ Review and analyse successful experiences on economic diversification in other countries comparable to Botswana and recommend their applicability to the specific context of Botswana. ➤ Define a clear strategic vision and key objectives for the revised EDD Strategy based on the consultations that will be undertaken, desk review and national, regional, continental and global experiences in the context of economic diversification. Here, effort should be made to align the vision and objectives with the following: <ul style="list-style-type: none"> ✓ National development frameworks like the Vision 2036, Eleventh National Development Plan (NDP 11), the Cluster Development Approach, Special Economic Zones and other strategic documents; ✓ Regional instruments like the SADC Industrialization Strategy and Roadmap 2015-2063; ✓ Continental frameworks like the Africa Agenda 2063 and Africa Continental Free Trade Agreement; and ✓ Global agreements like the Sustainable Development Goals (SDGs). This will entail aligning key sectors or thematic areas of the revised EDD Strategy with the relevant SDGs, targets and indicators in the implementation plan. ➤ Undertake a stakeholder mapping analysis to define all relevant stakeholders that should be involved in the implementation of revised EDD strategy. The roles and responsibilities must be clearly defined for each stakeholder that will have a role to play in the implementation of the revised EDD Strategy. ➤ Review with MITI and the Ministry of Finance and Economic Development the relevance of the public procurement component and the need to still have it included in the revised EDD Strategy for the purposes of still wanting local enterprises to leverage the huge purchasing power of the Government. <ul style="list-style-type: none"> ✓ This is based on the recommendation that the revised EDD Strategy
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	<p>should not be sub-divided into short-term and medium- to long-term EDD Strategy as was done in the past. However, the EDD Strategy should be holistically designed with the primary objective of diversifying the economy of Botswana through export- and private sector-led growth.</p> <p>➤ Also review the strategic location of the public procurement component given the recommendation in the roadmap that it should be moved to the Ministry of Finance and Economic Development while the economic diversification aspect of the EDD Strategy to remain with MITI. The recommendation is that the public procurement component should be used to intensify the implementation of the EDD Strategy through capacity development of SMEs but linked to local productive capacity. Analyze this recommendation and advance an appropriate way forward in the revised EDD Strategy.</p> <p><i>Section 2: Development of the Revised EDD Strategy and Related Components</i></p> <p>The analysis from Section 1 of the Scope of Work should inform the development of the revised EDD Strategy 2020-2025, which should be of not more than 100 pages with a popular version, its implementation plan, the monitoring and evaluation framework and communication strategy and its implementation plan. The development of the revised EDD Strategy will also be informed by the strategic areas defined in the roadmap to guide the assignment. These are presented as follows:</p> <p><i>An Effective Institutional and Coordination Framework</i></p> <p>➤ Review with MITI and other relevant MDAs the various options identified in the roadmap for the revised EDD Strategy and develop an effective institutional and coordination mechanism (building on existing structures) based on the preferred one.</p> <ul style="list-style-type: none"> ✓ The roles and responsibilities of all relevant stakeholders included in this structure including Government MDAs, parastatals, the private sector, development partners, local authorities, academic and research institutions and/or civil society should be clearly defined to foster accountability and avoid ambiguity and duplication of efforts in the implementation of the Strategy. ✓ The overarching function of the structure is that it will provide effective policy guidance and serve as an accountability framework to ably support the smooth implementation of the revised EDD Strategy. ✓ Given the importance of economic diversification in the structural
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	<p>transformation of the economy of Botswana, the structure proposed must be made effective with the relevant legal standing to garner the support and buy-in from all sector MDAs, parastatals, private sector and other key actors in the economy.</p> <ul style="list-style-type: none"> ➤ Identify the human and institutional capacity investments that will be required to strengthen the capacity of the EDD Unit within MITI to ably perform its functions, based on the new institutional and coordination structure, and which will be required to provide technical oversight and support the smooth implementation of the EDD Strategy. <p><i>An Effective and Robust Result Based Monitoring and Evaluation Framework</i></p> <ul style="list-style-type: none"> ➤ Develop an effective and robust monitoring and evaluation framework for the revised EDD Strategy based on a sound theory of change. The framework must comprise specific, measurable, attainable, realistic baselines, indicators and targets. <ul style="list-style-type: none"> ✓ Based on available data, clear baselines and targets must be defined for all indicators. Where there are data gaps, recommendations must be provided to collect the relevant data to fill in such gaps. ✓ The monitoring and evaluation framework should be designed in such a way that it is two-pronged to simultaneously track progress at the implementation and impact levels. ➤ Define clear EDD key performance indicators in the monitoring and evaluation framework to support the ease of monitoring, reporting and evaluation of implementation of the revised EDD Strategy in the economy at sector, national, regional and global levels. <ul style="list-style-type: none"> ✓ The indicators in the monitoring and evaluation framework should be defined in such a way that they are two-pronged to simultaneously track progress at the implementation and impact levels. The first group of indicators will track progress towards implementation of individual EDD components by line MDAs and the second group of indicators-the key performance indicators-will track the country's progress towards strategic national goals such as economic diversification, structural transformation, achieving high income, private sector- and export-led growth and sustainable employment, etc. ✓ Where applicable, effort should be made to align the performance indicators and targets with the National Development Plan Performance Indicators Framework linked to the Economy and Employment Thematic Area.
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- ✓ These indicators should be developed and used as one of the strategies to operationalize the NDP and Vision 2036. In this regard, the revised EDD Strategy key performance indicators should equally serve as the barometers for measuring the implementation of both the NDPs and Vision 2036 relative to the relevant thematic areas.

Implementation Plan of the Revised EDD Strategy

- Develop a clear and costed implementation plan, which prioritizes and sequences specific priority actions by line MDAs, parastatals, private sector and other key actors that will have a role to play in the implementation of the revised EDD Strategy.
- ✓ The implementation plan should identify institutions responsible for specific actions and accountability mechanisms put in place to promote smooth implementation of the Strategy. It should also define the resources and timelines for implementing key interventions that will be defined in it.
- ✓ The implementation plan should be underpinned by a clear accountability mechanism to drive timely implementation of defined interventions. In addition, there must be clarity of roles and responsibilities to make the implementation of the revised EDD Strategy more effective, efficient, well-coordinated, coherent and integrated. This will help to avoid duplication of efforts and reduce transaction costs.
- For each identified thematic area and strategic objective, define corresponding activities, output and performance indicators/means of verification, timelines, lead and responsible actors, and the cost for implementing them.
- Where possible and applicable, define legislative instruments that should be leveraged upon to enforce and support the implementation of the revised EDD Strategy, like the local content policy.

Private Sector Engagement and Social Contract Responsibility of Government

- Clarify the government's role in the economy vis-à-vis its social contract responsibility to the citizens against its role to crowd-in the private sector in the economy.
- Conduct a review or (rapid) assessment of SOEs, as a basis for a change management process and re-definition of the government's role in the

	<p>economy in terms of its role to promote private sector- and export led growth through the active involvement of the private sector in the economy.</p> <ul style="list-style-type: none"> ➤ Articulate in the revised EDD Strategy, how the government can become a promoter and facilitator, by investing in ‘<i>economic diplomacy</i>’, focusing on promotion strategies of Botswana’s brands/products and quality investments in Botswana and abroad, by placing economic attachés in Botswana embassies and consulates in key countries. ➤ Clearly define the channel via which the private sector is central and becomes a full partner in the conceptualization, design, development and operational implementation of the revised EDD Strategy. <ul style="list-style-type: none"> ✓ Such channel must ably facilitate broad-based representation and effective participation of all private sector companies and relevant associations, including MSMEs, in the design and implementation of the revised EDD Strategy. ➤ Define clear interventions that will support the development of domestic firms including MSMEs, to effectively participate and benefit from the implementation of the revised EDD Strategy. <ul style="list-style-type: none"> ✓ The interventions should prioritize refocusing the revised EDD Strategy on local content with the aim of enhancing the productive capacity of MSMEs, operational efficiency and global competitiveness – including access to capital/finance, skills, technology and know-how, energy, ICT infrastructure, and other incentives, etc. Such strategic effort should have an exit strategy to avoid being counterproductive. ➤ Define business models and public-private collaborations that are aligned with the SDGs and support investments in job rich sectors and areas, such as climate smart agriculture, manufacturing, regional trade, and youth and women economic empowerment. It is important to consider the needs of people with disabilities who may equally be involved with business undertakings. <p><i>Communication Strategy to support the implementation of the Revised EDD Strategy</i></p> <ul style="list-style-type: none"> ➤ Develop a comprehensive communication strategy and its implementation plan with the involvement of all stakeholders including relevant government ministries and parastatals, private sector, media, academic and research institutions, civil society, development partners and other key actors in the society. It is important that the roles and responsibilities of these actors are clearly defined in the Strategy and Implementation Plan. <ul style="list-style-type: none"> ✓ The communication strategy should be clear about the overarching objectives of productive capacity, operational efficiency, and global competitiveness.
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	Inception report	The Report should have a clear roadmap for undertaking and completing the assignment. In other words, the inception report should detail the understanding of the assignment; show how each action in the Scope of Work will be addressed by way of proposing methods, sources of data and data collection procedures. Include a proposed schedule of tasks, activities and deliverables. Designate a lead team member for each task or product if applicable.	10 working days after signing the Contract
	The Revised Botswana EDD STRATEGY and popular version	The revised EDD Strategy will be developed after satisfactory completion of the first deliverable, which will be subjected to extensive review and quality assurance by the Technical Reference Group.	60 working days after approval of the inception report
	Monitoring and evaluation framework for the revised EDD Strategy	This is an integral part of the revised EDD Strategy but is considered here as a key deliverable, which must be approved along with the Strategy.	20 working days after approval of the revised EDD Strategy and popular version
	Costed Implementation Plan	This is also an integral part of the revised EDD Strategy, which will be produced along with the Strategy and the Monitoring and Evaluation Framework. It is considered here as a key deliverable for this assignment.	
	Communication strategy	This is a separate deliverable that is expected to advance ways of communicating the Strategy and effecting sound information dissemination throughout its implementation	10 working days after the approval of the M&E Framework and the Costed Implementation Plan
	Total number of working days		100
<p>6.0 PLANNING</p> <p>The assignment is expected to be finalised within a period of 100 working days, to be spread over a period of five to six months. Nonetheless, bidders are at liberty to propose own schedule of work that would adequately result in the expected deliverables outlined in these ToR. Any extension beyond the agreed period will be</p>			

	<p>a no cost extension, which will not be allowed to go beyond six months unless this is based on reasons beyond the control of all parties involved with this assignment.</p> <p>7.0 KEY PERSONNEL - REQUIRED QUALIFICATION AND EXPERIENCE</p> <p>The Consultancy firm/team for this assignment should demonstrate extensive experience on past assignments of similar nature, indicating names of clients, nature and scope of work, client contact details, personnel involved and contract value. In addition, the firm/team must possess expertise in all areas associated with this assignment including the preparation of EDD Strategies, production of costed implementation plan, the development of an effective monitoring and evaluation framework, and the production of a communication strategy and its implementation plan.</p> <p>Lead Consultant – There should be a Team Leader who will be responsible for overall management of the assignment, quality assurance of the assignment and submission of all deliverables through soft and hard copies.</p> <ul style="list-style-type: none"> ➤ <i>Qualification:</i> The Team Leader must have minimum master’s degree (advanced post-graduate degrees (PhD) shall be an added advantage) in the social sciences such as economics, development economics, industrial economics or any other relevant field of study. ➤ <i>Work experience:</i> The Lead Consultant must have minimum 15 years of experience in advising governments on development issues and formulation and implementation of development and economic diversification drive strategies at national, regional and global levels. ➤ <i>Technical competence:</i> she/he must have good knowledge and the technical expertise in economic diversification, SMME and private sector development, SDGs, Agenda 2063, Africa Continental Free Trade Agreement (AfCFTA), Trade issues and economic diversification. ➤ The Lead Consultant must have good report writing, presentation, advocacy and communication skills, as well as excellent knowledge of the development context of Botswana and/or the Southern Africa Region. <p>Technical Team Members – The other team members are expected to provide substantive technical support and inputs into the assignment, its roll-out and implementation, data collection, report writing, etc. In addition, these team members must have extensive experience in developing monitoring and evaluation frameworks, costed implementation plans, and communication strategies.</p> <ul style="list-style-type: none"> ➤ <i>Qualification:</i> Master’s Degree in the social sciences such as economics, development economics, industrial economics, project management, and public policy, etc.
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	<p>➤ <i>Work Experience:</i> – Must have minimum five (5) years of experience in research, policy analysis and development, development of strategies at national and regional levels.</p> <p>➤ <i>Technical competence:</i> Must have extensive experience in developing monitoring and evaluation framework, producing costed implementation action plans, producing communication strategies, and very knowledgeable about SDGs and integration, Agenda 2063, gender analysis and mainstreaming, AfCFTA, Trade issues, and economic diversification.</p> <p>8.0 IMPLEMENTATION ARRANGEMENTS</p> <p>The EDD Unit in the Ministry of Investment, Trade and Industry (MITI) is the lead on all processes in terms of managing the day to day affairs of the assignment. Through this Unit, the Consultants will report directly to the Deputy Permanent Secretary – EDD. However, overall policy guidance and supervision will be provided by the Permanent Secretary of MITI. The UNDP CO and RSCA Teams will play an overall technical, facilitative and quality assurance role throughout the process of this assignment. They will be supported by the multisectoral Technical Reference Group (TRG) that will be established to provide technical support and quality assurance in-country to the assignment in consultation with the EDD Unit. The TRG will comprise key sector ministries, departments and agencies of Government, parastatals, the private sector, academic and research institutions, relevant development partners, non-governmental organisations, media, beneficiaries, civil society, people with disabilities and youth and women entrepreneurs and the UNDP CO. The TRG will be chaired by the Deputy Permanent Secretary-EDD/MITI.</p> <p>Daily, until the end of the consultancy, the Consultancy Team will work closely with the staff of EDD Unit as the Secretariat for the assignment. The Unit in collaboration with the UNDP CO will arrange regular consultations and stakeholder engagements for the review of all draft documents that will be produced during this assignment.</p> <p>The Consultants will be required to make presentations of various drafts of the Strategy and other key deliverables at different Technical Reference Group meetings and stakeholder engagements that will be arranged by the Secretariat/EDD Unit in collaboration with the UNDP CO. The RSCA Team will be expected to participate in these stakeholder engagements.</p> <p>9.0 DOCUMENTS TO BE INCLUDED WHEN SUBMITTING APPLICATION</p> <p>Interested Teams must submit the following documents/information to demonstrate their interest in the consultancy:</p> <p>a) Technical Proposal: The technical proposal should include the following:</p>
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	<ul style="list-style-type: none"> • Profile of each Team Members and an outline of specific experience in providing consulting services, advising governments at policy level on development issues, formulation and implementation of strategies relating to SMME development and economic diversification. • Demonstration of experience in providing similar services, indicating names of clients, nature and scope of work. • Comments or suggestions on the TORs and appreciation of the assignment, if necessary. • Demonstration of adequate understanding of the specified requirements. • Detailed explanation of the approach/methodology of the Assignment. • An implementation matrix/work plan with activities and timelines for carrying out the assignment. <p>b) Financial proposal:</p> <ul style="list-style-type: none"> • 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. <p>c) Personal CVs for all key personnel, which must include experience undertaking similar assignments and at least three (3) references for ease of background checks.</p> <p>10.0 TRAVEL</p> <p>All envisaged travel costs must be included in the financial proposal. This must include the travel cost to join duty station. Kindly note that UNDP will not accept travel costs exceeding those of an economy class ticket. Should the Consultants wish to travel on a higher class, he/she is free to do so using his/her own resources for the upgrade. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Consultants, prior to travel and will be reimbursed.</p>
Person to Supervise the Work/Performance of the Service Provider	The MITI Deputy Permanent Secretary and Senior Managements of MITI with technical support from the EDD Unit, TRG, UNDP CO and RSCA
Frequency of Reporting	Daily Basis
Progress Reporting Requirements	As per deliverables
Location of work	<input checked="" type="checkbox"/> Gaborone and Regions, Botswana <input type="checkbox"/> At Contractor's Location

Expected duration of work	100 working days. Bidder to propose schedule of work as part of the Proposal										
Target start date	January 2020										
Latest completion date	Bidder to propose schedule of work as part of the Proposal.										
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td>Gaborone</td> <td>TBD once the duration of the assignment is proposed by the team of consultants</td> <td>Consultations and Presentations of deliverables</td> <td>Exact dates TBD later</td> </tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Gaborone	TBD once the duration of the assignment is proposed by the team of consultants	Consultations and Presentations of deliverables	Exact dates TBD later		
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Gaborone	TBD once the duration of the assignment is proposed by the team of consultants	Consultations and Presentations of deliverables	Exact dates TBD later								
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others NOT APPLICABLE										
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others NOT APPLICABLE										
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required										
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required										
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency										
Value Added Tax on Price Proposal ³	<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										

³ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms ⁴	<p>11.0 PAYMENT SCHEDULE</p> <p>Payment shall be made against deliverables in three milestones following the suggested schedule defined below:</p> <p>First milestone -Substantive inception report: The inception report should contain clearly defined structures, the nature and scope of work to be done, methodology and approach to be used in the development of the revised EDD Strategy and popular version, its costed implementation plan, monitoring and evaluation framework and communication strategy; how each item in the scope of work will be addressed; and the workplan inclusive of the timelines all activities to carry out the assignment along with the various annexes to be included. This milestone will attract 20% payment after the inception report has been presented to the Technical Reference Group (TRG) and approved after incorporating consolidated comments from the group.</p> <p>Second milestone - First substantive draft of the EDD STRATEGY: This draft will be approved by Senior Managements of MITI after it has been quality assured and approved by the TRG. This will be after it has been presented to the TRG and the wider stakeholders and all consolidated comments from these meetings are incorporated to produce the final draft of the EDD STRATEGY. This milestone shall attract 30% payment of the total amount for the assignment.</p> <p>Third and Final milestone: The final EDD Strategy must contain all deliverables for the assignment; the consultants should ensure that they are well written, and all editorial work done and have the quality output that is expected of the assignment. This milestone will comprise the <i>FINAL REVISED EDD Strategy and Popular Version, the Costed Implementation Plan, the Monitoring and Evaluation Framework and Communication Strategy</i>. These will be presented to the Senior Management Teams of MITI and UNDP and thereafter quality assured by the TRG,</p>

⁴ 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.

	presented at a validation workshop and approved before the final milestone amount of 50% will be paid for the assignment.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical Reference Group comprised on MITI, MDAs, Private Sector, Parastatals, UNDP CO RSCA and other actors in the society
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 ⁵ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>12.0 EVALUATION PROCESS</p> <p>The procedure for evaluation of the bids shall consist of three stages.</p> <p>STAGE -1 – Preliminary Evaluation</p> <p>Preliminary evaluation of the proposals will be a compliance check based on the aspects below;</p> <ol style="list-style-type: none"> 1. Qualification 2. Experience 3. Completeness of Bid <p>The evaluation is based on a yes/no response. If the response is “no” for any three (3) of the criteria, the bidder will be disqualified for further evaluation.</p> <p>STAGE-2 -Technical Evaluation</p> <p>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</p>

⁵ 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.

	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 of tender evaluation points
	1. Context <ul style="list-style-type: none"> Knowledge of Botswana and/or the SADC Region's development context and relevant state and non-state actors involved in economic diversification. 	10
	2. Technical Competence <ul style="list-style-type: none"> Ability to undertake qualitative and quantitative data analysis Knowledge of SDGs and integration, monitoring and evaluation, gender mainstreaming, and expertise in undertaking national economic policy advisory services at national, regional and international levels. 	25
	3. Relevant Work Experience <ul style="list-style-type: none"> Demonstrate past performance in leading the formulation and implementation of strategies at national and regional levels and similar services related to economic diversification and other strategic development issues. Experience in drafting high quality reports, documents and facilitating development planning consultative processes. 	25
	4. Methodology/Approach <ul style="list-style-type: none"> Demonstrate adequate understanding of the specified requirements Methodology/approach must comprise both qualitative and quantitative analyses and clearly defined 	30
	5. Presentation & Packaging <ul style="list-style-type: none"> Good writing, communication and presentation skills. 	10
	Total evaluation points	100
	STAGE 3 – Financial / Cost evaluation 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	

	<p>Evaluation shall be conducted by reviewing financial proposals to correct any arithmetic errors.</p> <p>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:</p> $P0/P1 \times wf$ <p>Where; P0 is the lowest financial offer</p> <p> P1 is the financial offer under consideration</p> <p> Wf is the financial weight.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors: Proposals are sought from suitably qualified individuals and /or teams. Partnerships between civil society and academia, are particularly welcomed, as are south-south, north-south and triangular cooperation arrangements (eg local / international partnerships). If partnerships or multi-party teams are proposed, the curriculum vitae of each member of the research team should be included in the proposal, along with the respective roles and approach to supervision and quality control.</p> <p>If the proposal is for more than one service provider, the proposal must include:</p> <ol style="list-style-type: none"> Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.; CVs demonstrating qualifications; and Written confirmation from each personnel that they are available for the entire duration of the contract.
Annexes to this RFP ⁶	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁷</p> <p><input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i></p> <p><input type="checkbox"/> Others⁸ <i>[pls. specify]</i></p>
Contact Person for Inquiries (Written inquiries only) ⁹	<p><i>Enquiries.bw@undp.org</i></p> <p>+267 3956093</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

⁶ Where the information is available in the web, a URL for the information may simply be provided.

⁷ 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.

⁸ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁹ 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.

Other Information <i>[pls. specify]</i>	
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹⁰

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹¹)

[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.

¹⁰ This serves as a guide to the Service Provider in preparing the Proposal.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. **Qualifications of Key Personnel**

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

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

D. **Cost Breakdown per Deliverable***

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

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

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

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

[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.