

REQUEST FOR PROPOSAL (For Low-Valued Services)

ALL ELIGIBLE PROPOSERS	DATE: 16 July 2020
	RFP_LVS_03_2020
	SURVEY FIRM TO UNDERTAKE RESEARCH ON THE
	SOCIOECONOMIC IMPACTS OF COVID-19 IN URBAN
	INFORMAL SECTOR IN MAPUTO, REPUBLIC OF
	MOZAMBIQUE

Dear Sir / Madam:

We kindly request you to submit your Proposal for the services indicated under the REFERENCE field above.

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

Proposals to be submitted on or before the deadline indicated below under the "Annex 1 - Description of Requirements" field "Deadline for Submission of Proposal" via email only to the address below:

United Nations Development Programme Mozambique Country Office

Email: procurement.moz@undp.org

(please indicate clearly the tender REFERENCE "**RFP_LVS_03_2020**" on all correspondence) (please note: email submission only)

Your Proposal must be expressed in the English language and valid for a minimum period of 90 calendar 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 MOZAMBIQUE after the indicated deadline, 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 MOZAMBIQUE 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 MOZAMBIQUE, 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 MOZAMBIQUE 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 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 MOZAMBIQUE is not bound to accept any Proposal, nor award a contract, 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 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/procurement/protest.shtml.

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.

Description of Requirements

Context of the Requirement	SURVEY FIRM TO UNDERTAKE A RESEARCH ON THE SOCIOECONOMIC IMPACTS OF COVID-19 IN URBAN INFORMAL SECTOR IN MAPUTO.
List and Description of Expected Outputs to be Delivered	As described in TORs
Person to Supervise the Work/Performance of the Service Provider	UNDP MOZAMBIQUE – Senior Economist
Location of work	☑ At Contractor's Location and as defined in the TOR
Expected duration of work	5 months
Target start date	23 July 2020
Latest completion date	31 December 2020
Travels Expected	As specified in the TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	⊠ Required
Names and curriculum vitae of individuals who will be involved in completing the services	· ·
Currency of Proposal	☑ United States Dollars ☑ Local Currency
Value Added Tax on Price Proposal	■ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	☑ 90 days In exceptional circumstances, UNDP may, at its own discretion, 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.
No. of copies of Proposal	Original: 1
that must be submitted [online submission only]	(online submission only to: Email: <u>bid.submission.mozambique@undp.org</u>

Deadline for Submission of	23 July 2020 at 12:00pm, Maputo time	
Proposal	All correspondence to be clearly marked with the	
	REFERENCE field from the first page above)	
Partial Quotes	☑ Not permitted	
Payment Terms	 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 of fully delivered product; and b) Receipt of the original invoice from the Service Provider. 	
Type of Contract to be Signed	☑ Contract for Professional Services	
Criteria for Contract Award	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)	
	☑ 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	Technical Proposal (100%)	
Proposal	As detailed under Annex 4 of the solicitations document	
UNDP will award the contract to:	⊠One and only one Service Provider One	
Annexes to this RFP	 ☑Form for Submission of Proposal (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3)¹ ☑ Detailed TOR (Annex 4) 	
Contact for Inquiries (Written inquiries only)	procurement.mozambique@undp.org Deadline for Inquiries: 2 working days before the submission date. All correspondence to be clearly marked with the tender number (see REFERENCE field from the first page above)	
	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.	

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 $^{^{1}}$ 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[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.

² This serves as a guide to the Service Provider in preparing the Proposal.

³ 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:

- 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

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	As per TORs		
	Total	100%	

[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, knowhow, 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, interalia 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.

TERMS OF REFERENCE

Survey Firm Research on the Socioeconomic Impacts of COVID-19 in Urban Informal Sector in Maputo

BACKGROUND

The World Health Organization (WHO) declared a novel coronavirus disease (COVID-19) a pandemic on 11 March 2020. The disease was identified first in Wuhan, China, in December 2019 and as of 11 May 2020, the virus has been detected in 187 countries with 4 103 136 confirmed cases of COVID-19, including 282,727 deaths (WHO). In Mozambique, the first case was detected on 22 March 2020, and, as of 8 May 2020, 82 cases had been confirmed, with no deaths registered so far.

Like in many other countries, in Mozambique, the primary strategy has been to limit transmission through social distancing measures and support health systems to manage a surge of patients. To this end, the President of Mozambique, declared the State of Emergency on 30th of March 2020, limiting mobility and economic activity. The State of Emergency has already been extended twice after that. While difficult to quantify, these measures are likely to have considerable socioeconomic impacts in Mozambique. Recent projections by the World Bank have the Mozambican economy growing at only 1% in 2020, the lowest growth rate in more than two decades. And while these projections are being made, the impact of COVID-19 in Mozambique is already been felt in people's lives in Mozambique. Small businesses are closing down, hundreds of workers are being fired and lockdown measures are resulting in reduced mobility, school closures, etc.

One thing is almost certain, the impact on employment and income generation opportunities is likely to be very important. The expected slump in export-growth, together with reduced investment and the possible disruption of global value chains will severely affect economic and commercial activity across the country and, consequently, impact employment. On the other hand, social distancing and lockdown measures to contain the spread of the coronavirus, may affect people's ability to work and earn a living and could further affect employment and income generation prospects in the country.

This is particularly concerning for Mozambique's informal sector, which accounts for about 80% of the labor force, especially in urban and peri-urban areas where informal workers' livelihoods are often precarious and safety nets limited (with social security covering only 6% of the labor force). Women and youth, who are disproportionately employed in insecure labor in the form of informal sector, are likely to be hit severely by impact of the pandemic.

Given that informal workers depend on their daily earning to survive as self-employed, wage workers, casual day labourers or dependent contractors, these restrictions negatively impact their livelihoods and reduce business and income generating opportunities, thus posing a risk of informal workers falling into extreme poverty as a result of confinement measures.

It is therefore important to understand the extent and nature of the impacts of COVID-19 on the informal sector in Mozambique in order to propose multi-faceted approaches to prevent economic and social disruptions and protect informal workers and their livelihoods from the pandemic. Proposed measures should be inclusive and adequate to respond to the structural realities of the informal economy, which often remain overlooked.

OBJECTIVE OF THE STUDY

Against this background, UNDP is planning to carry a phone survey on the socioeconomic impacts of COVID-19 and confinement-related measures on the lives and livelihoods of informal sector workers in Maputo. The overall objective of the survey is to provide regular information about the socioeconomic impacts of COVID-19 on informal sector workers, in order to inform response and recovery interventions of development partners and government authorities, to better target immediate and long-term support to informal sector in Mozambique. The information generated will also serve to feed the general public debate about the socioeconomic impacts of COVID-19 in the country.

In particular, the survey will look at the current situation faced by informal workers and focus on their needs, tracking key indicators repeatedly over time among participants.

Specific objectives of the survey include:

- 1. Provide regular information to monitor how COVID-19 and related state of emergency measures, as well as measures to relief the socioeconomic effects of the crisis are impacting the informal sector workers, and to do so over time.
- 2. Identify informal workers' needs and coping mechanisms to deal with the crisis as it unfolds in Mozambique.
- 3. Help identify areas in which informal workers can be further assisted in order to mitigate the impact of the COVID-19 crisis on their livelihoods.

UNDP, is therefore, looking to hire a Survey Firm to **implement the survey on the socioeconomic impacts of COVID-19 on the urban informal sector in Maputo**. This is will consist in carrying out telephone interviews for data collection followed by data cleaning and analysis.

METHODOLOGY

Study Design

The study design is comprised of a quantitative longitudinal survey to be conducted on a monthly basis to collect information about the socioeconomic impacts of COVID-19 and confinementrelated measures on the livelihoods of urban informal sector workers in Maputo, and about their needs and coping mechanisms, and to do so over time. This will be a multi-phased monthly survey in the sense that the first wave of the survey will provide information for the baseline, generating a rich set of information on the situation of informal workers and on the impact of COVID-19 is having on this sector. Subsequent monthly waves will focus on tracing a subset of indicators that are likely to have high variability over time, that can help monitor how the socioeconomic situation of urban informal workers is evolving and how are they responding.

More specifically, the survey will collect information on the following aspects:

Respondent personal and background information

- Attitudes towards COVID-19
- Business profile
- Overall impact of COVID-19 on business
- Supply constraints
- Workforce (if any)
- Financial Situation
- Overall impact of COVDI-19 on family and community
- Coping mechanisms
- Government response to COVID-19

Sampling Method and Sampling Size

The study will use a database from ASSOTSI of around 5,000 registered street vendors in Maputo, from which a random sample will be selected, to reach out to informal workers. The study will consider a sample size of 500 respondents.

Although the study won't allow for inferences about the population as a whole, it will provide insights on the effects, comping mechanisms and behavior of vulnerable informal workers affected by the COVID-19 epidemic and social distancing policies.

While it is expected that drop-out rates will be kept to a minimum, it is possible that some respondents may refuse or be unable to participate in subsequent waves of the survey. In order to avoid high dropout rates that could jeopardize the sample size and the success of the survey, special attention should be put into designing and implementing protocols to deal with nonresponse and replacements.

Data collection

Data collection will be done on a monthly basis via telephone in order to adapt to the country's social distancing recommendations, although other technology-driven option (e.g. WhatsApp, SMS) may be considered, particularly for subsequent waves of the survey. Questionnaires will be conducted in Portuguese. A plan will be prepared, following the first set of data collection, for physical visits to be made to the businesses for gathering additional information.

Participants

The study participants will be informal sector workers from different categories included in ASSOTSI's database, whose livelihoods have been impacted by COVID-19 and subsequent confinement related measures.

To avoid situations of distrust and increase the survey response rate, a notification SMS on behalf of ASSOTSI should be sent in advance to inform the initial random sample of the database about the survey. Survey participants will be given an incentive of 50 MZN of phone credit as a gratification for taking part in the survey.

Questionnaires, Training and Piloting

The questionnaires (baseline and subsequent questionnaire) will be designed by UNDP research manager and will be discussed with the survey firm. It is intended that before beginning the work, all parties, including UNDP and the survey firm, should be confident that the survey will achieve the objectives and be feasible within the timeline.

Training will be provided by UNDP research manager, who will ensure supervisors, data collectors and data entry staff are trained on the questionnaire and survey procedures. Supervisors and enumerators should have previous experience in survey implementation, should be available throughout the entire duration of the survey work, and ideally have some knowledge and familiarity with the topics of the survey to facilitate detection of inconsistencies.

Immediately after the training and before the survey is launched, the research consultancy must pilot the questionnaires on a selection of 15-20 respondents. The purpose of piloting is to ensure questions are appropriately phrased for local environment and time the interviews to ascertain the length of implementing the questionnaire. The pilot will also serve to test data entry system and pilot the survey script. The survey firm must report to UNDP research manager any issues that may arise as a result of piloting.

All modifications to the questionnaires, instructions and sampling procedures structure that may be suggested from the piloting exercise must be approved by UNDP research manager before the survey is implemented.

DUTIES AND RESPONSABILITIES

The Survey Firm will work in close consultation and under the supervision of the UNDP contracted Research Manager to conduct the implementation of the survey, including data collection, data cleaning and analysis, ensuring quality standards are met.

Specifically, the Survey Firm will perform the following activities:

- In coordination with the UNDP research manager, produce final study design including review of the objectives, methodology, sampling and data collection tools to ensure that questions produce the data required for the indicators according to the objectives and expected results;
- Provide local contextual and background information, as needed;
- Immediately after the training and before the survey is launched, conduct pilot implementation of the telephone survey, and adjust methodology and/or data collection tools, if needed;
- Conduct survey implementation, including but not limited to:
 - Screen and hire data collectors and supervisors with appropriate expertise in conducting surveys, quantitative studies as well as quantitative data management; o Provide all required logistics to support UNDP Research Manager to conduct training of data collectors;
 - o Provide the necessary tablets where UNDP Research Manager will install the data collection software, Survey CTO;
 - Ensure data monthly collection is in accordance with the approved study protocol and using approved study instrument;

- o In collaboration with the UNDP research manager, develop or review the tabulation plan to ensure that the indicators will be produced from the search results/data;
- Conduct the monthly data collection and carry out methodology, according to the final study design and protocol;
- Monitor the data collection to ensure that study adheres to the sampling plan; o Provide protocols for dealing with non-respondents and replacements; o Ensure data collectors clearly document drop status/reason in a logbook that is regularly shared with UNDP research manager;
- Ensure all participants have gone through the consent process and have given consent prior to starting the interview. Ensure that data collector keep all data confidential and secure and only discuss the study with study staff, UNDP research manager and UNDP;
- Set up procedures for uploading completed surveys to the Survey CTO server on a daily basis;
- o Perform routine communication with UNDP research manager, providing weekly brief reports of survey progress, including any delays/obstacles to the timely completion of the survey. Report immediately any adverse event or unanticipated problem;
- O Perform data quality control measures by developing and implementing a quality assurance process to ensure the collection of valid and reliable information;
- Ensure and carry out regular basic data cleaning and quality checks;
- Perform preliminary data analysis, in collaboration with UNDP research manager and provide preliminary report and discuss the main findings with UNDP officials;
- Provide a final report detailing main findings of the study. This report should also provide a description of any changes that were made to the survey plan and the reasons for those changes;
- Submit the final report in English and Portuguese (electronic and printed version) to UNDP no later than 10 December 2020. This report should be accompanied by the database, data exported to excel sheet, and data exported to word narrative document.

The UNDP contracted research manager will supervise and work with the firm with the specific responsibilities detailed below:

- Prepare data collection tools (questionnaires):
- Plan and conduct training of data collectors including theoretical and role play sessions on how to conduct the interviews, discussion of the section of the questionnaire, promote understanding of data collection process and methods and instructions for the completion of questionnaires and quality of interviews;
- Programme the questionnaire in Survey CTO, the data collection software;
- Discuss study design and questionnaires with other UN Agencies, development partners, Government authorities and ASSOTSI;
- Ensure there is clarity of the survey firm regarding the objective, design and methodology of the study;
- Provide technical assistance as needed in any/all areas of the study and analysis;
- Organize regular/weekly supervision meetings to oversee data collection and data cleaning;
- Produce monthly data update reports on the basis of the data made available and updated continuously by the survey firm;

• Provide inputs to draft preliminary report and final report.

EXPECTED DELIVERABLES AND PAYMENTS

The Survey Company is expected to provide the following deliverables:

- Inception Report detailing study design, methodology and team of enumerators, to be submitted to UNDP no later than 30th of July 2020;
- Mid-Term Report together with copies of original and cleaned data sets (in STATA), and data exported to excel sheet, submitted to UNDP no later than 15th of September 2020;
- Final Report in Portuguese and English, together with PowerPoint presentation and copies of original and cleaned data sets (in STATA), and data exported to excel sheet, submitted to UNDP no later than 10 December 2020;

On the basis of the above, payments will be issued in three tranches taking into account no longer than 5 working days for technical validation and approval by UNDP of the submitted deliverables.

- Payment of the first tranche will be issued upon signature of the contract, for a total not exceeding 20% of the total amount, taking into account preparatory work required for training and surveying;
- Payment of the second tranche not exceeding 40% of the total amount of the consultancy will be issued following the finalization and validation by the UNDP of the Mid-term report.
- Payment of the last tranche, for the 40% remaining under the terms of the contract, will be issued based on submission and validation by UNDP of the Final Report.

DURATION OF THE WORK

The study is expected to start on 23 July 2020 and is planned to be completed by 30 December 2020.

EXPERIENCE

The Survey Firm should have previous experience in carrying out similar work in the country and should have the following experience:

- Demonstrated experience in implementing and managing a significant number of research studies, surveys and impact assessments in Mozambique;
- Expertise in survey design, questionnaire development, sampling, survey implementation, data management, coding and analysis, report and writing, preferably for international organizations and development partners, and proven experience with quantitative methods;
- Proven experience with household and community data collection;
- Proven experience in hiring experienced data collectors;
- Proven experience and commitment for handling with strict confidentially, data bases and all sort of information on his/her responsibility.
- Proven ability to produce reports and communicate in Portuguese and English

TECHNICAL AND FINANCIAL PROPOSAL

Technical Proposal

The technical proposal should indicate in detail how the work will be carried out. The proposal should clearly demonstrate the relevance of the proposed work plan to the ToR as well as indicating a clear demonstration of the interpretation of the ToR in line with the project deliverables. It must include a detailed work plan including but not limited to:

- A schedule of activities and deliverables. This schedule should be aligned with the timeframes outlined by this ToR;
- Details of the work to be performed including the study design, methodology, sampling size and methods and quality assurance processes;
- A list of the core project team and each member's CV. The core project team should contain at least:
 - One full-time Team leader with at least 7 years of relevant experience who would be the official contact for contractual purposes;
 - Two survey supervisors;
- Each project team member's role and responsibilities must be clearly outlined in the project plan;
- Reference of related work undertaken in the previous 5 years;
- Describe the process of recruiting enumerators;
- Describe in detail the steps the firm will take to ensure high quality and accurate data in this assignment;
- Describe in detail the steps the firm will propose to take to minimize non-response rates and replacements protocols;

The proposal should be organized according to the outline below:

- **Cover Page:** the cover page should include the name of the applicant, proposed activity name, name of team leader and contact information:
- **Executive Summary:** A maximum of two pages, the executive summary should clearly state the applicant's understanding of UNDP's needs identified in this ToR, and the proposed strategy to fulfill those needs. This should include an outline of the study methodology, management approach, implementation plan and expected results;
- **Technical Approach**: The Technical approach should describe the proposed sampling and recruitment strategy, details on planning and implementation methodology for telephone interviews and quality control approaches. This section should comprehensively address how the applicant will achieve the objective outline in the ToR and provide a concise description of the approach. The technical approach shall include particular approaches, methods, or techniques that the applicant proposes to use for efficiently delivering this scope of work and expected support for UNDP:
- Monitoring and Evaluation Section: The M&E Section should describe how progress will be
 measured and what benchmarks will be used to measure progress. The applicant should
 demonstrate their ability to reach stated project objectives within the required time of performance
 by including illustrative timelines for the effective implementation of project components.

- **Personnel:** Curriculum vitae of key personnel and a matrix that charts the skills and expertise to be brought to bear in delivering the scope of work should be provided;
- Management Approaches: The applicant must provide a clear, brief description of how the activity
 will be managed, including the approach to addressing potential problems and process for
 communication with the UNDP team.

Financial Proposal

The applicant shall submit a summary cost performance-based proposal for the 6 months operating period. The following minimum cost breakdown should be provided: salary and wages with details of time commitment, consultants (if needed), travel, transportation, equipment and supplies, training, overhead, and any other indirect or direct costs.

The budget shall be supported by information in enough detail to allow a complete analysis of cost.

Specifically, a budget narrative must be included that provides details of the cost element as well as the basis of estimate for each budget line item. The applicant must propose costs that are realistic and reasonable and propose an efficient and effective budget to achieve the project objectives and targets.

EVALUATION METHODOLOGY AND CRITERIA

Methodology

The evaluation is based on a qualification (pass/fail) assessment to determine whether proposals meet the eligibility and qualification criteria described in the evaluation criteria table below. Proposals determined to meet the eligibility and the qualification criteria shall then be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected.

The selection process will follow on a weighted technical and financial evaluation procedure where:

- The Technical Criteria weights 70 percent; and
- The Financial Criteria weights 30 percent

The Selection of bidders will be based on a combined technical and financial. Only offers with technical score equal or exceeding 70 points will be considered for the Financial Evaluation.

The final score shall be calculated as follows:

Final Score (NG) = (Nt
$$\times$$
 T %) + (Nf \times F %)

The contract will be awarded to the firm scoring the highest score.

Evaluation criteria table

Technical evaluation criteria		
Bidder's General experience: Demonstrated technical experience in similar work undertaken in Mozambique including in survey design, questionnaire development, sampling, survey implementation, data management, coding and analysis, report and writing, preferably for international organizations and development partners)		
Technical quality of the proposal, including understand of the work, methodology and approach for undertaking the scope of work/achieving the deliverables, implementation plan, quality assurance processes, monitoring indicators. Understanding of the TOR and the Overall Quality of the Proposal		
Bidder's Specific Experience and qualification of proposed management team and data collection team composition		
Description of the Offeror's Cost effective and cost efficient, including substantiation of the proposed budget, reasonableness of requested items and amounts, evidence of quality of financial and organizational management		
Total	100	

APPLICATION PROCEDURE

The application should be done by e-mail <u>bid.submission.mozambique@undp.org</u> and package must contain the following:

I. A technical Proposal

Your technical proposal must include the following documents:

- A Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- A brief description of why the firm considers itself as the most suitable for the assignment;
- The firm's CV, including the CVs of its members;
- A comprehensive methodology and approach to complete this assignment;
- A Proposed implementation plan supporting the different tasks under the present assignment;
- Detailed example of previous experience in completing at least 2 environmental licensing projects of infrastructure;
- Three (3) professional references from the consulting firm's most recent clients.

II. A Financial Proposal

• Daily fee: The financial proposal should indicate **AN all-inclusive fixed total contract price**, supported by a breakdown of costs, as per template provided.

• The financial proposal must be all-inclusive and take into account various expenses that will be incurred during the contract, including: the daily professional fee; living allowances at the duty station; communications, utilities and consumables; life, health and any other insurance; risks and inconveniences related to work under hardship and hazardous conditions (e.g., personal security needs, etc.). All costs related to organizing and supporting travel to the site visits must also be included when applicable; and any other relevant expenses related to the performance of services under the contract.