

REQUEST FOR PROPOSAL (RFP)

UNITED NATIONS DEVELOPMENT PROGRAMME TANZANIA

DATE: June 27, 2014

REFERENCE: RFP/TZA/007/2014

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consultancy to conduct a consultancy services for "Identification of institutional, legal and budgetary bottlenecks on implementation challenge in linking national and sector policies at local levels in Tanzania".

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

Proposals may be submitted on or before **Tuesday**, **July 15**, **2014**, **10:00 A.M** and via email, courier mail or fax to the address below:

United Nations Development Programme 6th Floor, International House,
Garden Avenue/ Shaban Robert Road
P. O. Box 9182,
Dar es Salaam.
United Republic of Tanzania.

Attn: Deputy Country Director – Mr. Titus Osundina Fax: +255-22-211 1668/ E mail: titus.osundina@undp.org

Your Proposal must be expressed in the English language, 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.



Description of Requirements

Context of the Requirement Implementing Partner of UNDP	TZA10-00079012 –Engagement of competent consulting firm to undertake assignment detailed in the Terms of Reference. The team dedicated to this assignment must comprise on International Lead Consultant and other equally competent National Consultants as detailed in the Terms of Reference and other parts of this document. UNDP
Brief Description of the Required Services ¹	Consultancy to conduct a consultancy on the "Identification of institutional, legal and budgetary bottlenecks on implementation of P-E objectives: The Implementation challenge in linking national and sector policies at local levels in Tanzania".
List and Description of Expected Outputs to be	The overall impact of the study will be:
Delivered	Better knowledge of how to translate national development policies and plans into sector and district level plans and budgets;
	 Better knowledge of how to address institutional and budgetary bottlenecks to the implementation of P-E related objectives in sector and district plans and budgets;
	 Enhanced capacity of central government, sectors and local authorities to implement coherent plans that have mainstreamed P-E related objectives.
Person to Supervise the	,
Work/Performance of the	Programme Specialist
Service Provider	
Frequency of Reporting	Weekly
Progress Reporting	
Requirements	By Deliverables
Location of work	 ☑ Exact Address/es: 6th Floor, International House, Shaaban Robert St./Garden Avenue ☐ At Contractor's Location
Expected duration of work	45 days
Target start date	Beginning of August 2014
Latest completion date	End of September 2014

Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
Special Security Requirements	☐ Security Clearance from UN prior to travelling ☐ Completion of UN's Basic and Advanced Security Training ☐ Comprehensive Travel Insurance ☐ Others: N/A			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☐ Office space : ☐ Land Transpo ☐ Others : N/A	ortation		
Implementation Schedule indicating breakdown and timing of activities/subactivities	⊠ Required □Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required □Not Required			
Currency of Proposal	□ United States □ Euro □ Local Currenc			
Value Added Tax on Price Proposal ²		sive of VAT and other usive of VAT and othe	• •	
Validity Period of Proposals (Counting for the last day of submission of quotes)	extend the val	circumstances, UND lidity of the Proposa s RFP. The Proposal t any modification wh	al beyond what has shall then confirm t	been initially he extension in
Partial Quotes	⊠Not permitte □Permitted	ed		

 $^{^2}$ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

		D	- :	Constitution for
Day was and Tay was 3	Outputs	Percentage	Timing	Condition for
Payment Terms ³				Payment Release
	Phase 1: Inception	10% of Contract		Within thirty (30)
	report and first	Awarded	14 days	days from the date
	draft			of meeting the
	Phase 2: Second	20% of Contract	14 days	following conditions:
	draft Report	Awarded		a) UNDP's written
	Phase 3: Present	30% of Contract	7 days	acceptance (i.e.,
		Awarded	7 uays	not mere
		Awarueu		receipt) of the
	including			quality of the
	recommendations			outputs; and
	Phase 4: Final draft	40% of Contract	7 days	b) Receipt of
	report	Awarded		invoice from
				the Service
				Provider.
Person(s) to review/inspect/				
approve outputs/completed	Amon Manyama - UN	IDP Practice Specia	list	
services and authorize the				
disbursement of payment				
Type of Contract to be	☐Purchase Order			
Signed	☐ Institutional Contract			
	Contract for Profes	sional Services		
	 □Long-Term Agreem	ent ⁴		
	☐ Other Type of Cont			
Criteria for Contract Award	Lowest Price Quote	among technically	racnonciva	offers
Criteria for contract Award	☐ Highest Combined		•	
	_	-	11e 70% tet	illilical Offer allu 50%
	price weight distribut	=	+ CI	
	· •			Terms and Conditions
		•		deleted regardless of
	the nature of service	•	•	of the GTC may be
	grounds for the reject	tion of the Proposa	l	
Criteria for the Assessment	Technical Proposal (7			
of Proposal	Expertise of the Fi	•		
	$oxed{oxed}$ Methodology, Its A	appropriateness to	the Condit	ion and Timeliness of
	the Implementation F	Plan 50% - 350 poin	ts	
	Management Stru	cture and Qualifica	tion of Key	y Personnel 20% - 140
	points	•	•	
	Financial Proposal (30)% <u>)</u>		
	To be computed as a ratio of the Proposal's offer to the lowest price			r to the lowest price
	among the proposals			
	<u> </u>			

UNDP will award the contract to:	☑One and only one Service Provider ☐One or more Service Providers, depending on the following factors:
Annexes to this RFP ⁵	 ☑ Form for Submission of Proposal (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3)⁶ ☑ Detailed TOR (Annex4) ☐ Others⁷
Contact Person for Inquiries (Written inquiries only) ⁸	Titus Osundina Deputy Country Director (O) Fax: +255-22-211 1668/ E mail: titus.osundina@undp.org 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.
Other Information [pls. specify]	N/A

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL9

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

5T

[insert: Date]

To: Deputy Country Director (O),
United Nations Development Programme
Dar es Salaam - Tanzania

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 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 [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3	Deliverable 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	per omit or rime	ziigageiiieiit	1 0130111101	
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.
- 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.
- 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

- 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.
- 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 (ToRs)

1. Consultancy Information

Consultancy: Consortium/Firm/Company to conduct a consultancy on the "Identification of

institutional, legal and budgetary bottlenecks on implementation of P-E objectives: The Implementation challenge in linking national and sector policies at local levels in

Tanzania"

Supervisor: Amon Manyama
Duration: Within 45 days
Starting Date: July 28, 2014

Duty Station: Dar es Salaam, Tanzania

2. Background and organizational context

In 2012, the Tanzanian population was about 44.9 million. This number is steadily growing with an annual population growth rate of 2.9 percent, which is amongst the highest in the world. The majority of the population lives in rural areas and depends on agriculture as source of income and livelihood. Thus, about 75 percent of the labor force is employed in agriculture, hunting and forestry. At the same time the average income of households engaged in agriculture is lower than in most other sectors.

Tanzania is endowed with a significant variety of natural resources including land, rivers, lakes, ocean, forests, woodlands, wild animals, and wetlands. Apart from these regenerative natural resources, Tanzania is rich in a variety of non-regenerative natural resources including such minerals as gold, diamond, iron, coal, nickel, Tanzanite, uranium and the recently discovered offshore and on-shore deposits of natural gas. The 2012 national account shows that Tanzania's mining have contributed 3.2 to 3.5 percent to the country's GDP since 2006. However, this contribution is expected to increase: according to the Development Vision 2025, the sector is expected to provide 10 percent of the GDP in the near future. The mineral exports constitute over 52 percent of Tanzania's total exports.

Thus, Tanzania's rich natural resources constitute a major asset and opportunity, which is fundamental for growth and economic development, including poverty reduction. The failure to realize the full potential value of natural resources and environment to the economy of the country and the livelihoods of population contributes to Tanzania standing as one of the world's poorest countries. It currently ranks 151 of 185 countries in terms of human development.

The performance of the Tanzanian economy has remained strong, recording a growth of 7 percent a year since 2000. However, this growth is not sufficiently broad based, and poverty levels still remain high. At the same time environmental degradation has not been reversed and abated. According to the 2007 Household Budget Survey (HBS), the incidence of poverty has declined only marginally from 35.7 percent in 2001 to 33.6 percent in 2007. Likewise, the Multi-dimensional Poverty Index (MPI) calculated from the Demographic and Health Study (DHS) 2010 shows that the percent of poor people (as per Head Count Ratio) was 65.6, while the percentage of people living in severe poverty was 33.4 percent. The percentage of the population vulnerable to poverty was 21 percent. Among the regions with the highest

levels of poverty are: Dodoma, Lindi, Tabora, Shinyanga, Kigoma, Mara, Rukwa, Mwanza, Kagera, Singida, Manyara and Mtwara.

The new official poverty figures announced by Government on 14 November 2013 indicated a rate of poverty incidence of 28.2 percent in 2011/2012 using a basic poverty measure line of Tshs. 36,482 which translates roughly to \$1.36 per adult per day at 2005 purchasing power parity (PPP). Although this figure indicates a decline in poverty incidence from 33.6 percent in 2007, changes to the survey instruments and poverty estimation methodologies mean that caution should be applied when comparing the two sets of figures.

The Government of Tanzania has taken a number of policy and programme initiatives to spur economic growth, respond to the poverty situation and ensure the country's improved management of the environment and natural resources (ENR) sector. Since 2010, the government under the leadership of Ministry of Finance (MoF) and President's Office Planning Commission (POPC) has been implementing MKUKUTA II and FYDP. The MKUKUTA I and II entail goals and objectives that focus on pro-poor growth, poverty reduction and environmental sustainability and gender. In Tanzania the five year plan and long term development plan have been given additional attention and further focus on economic growth and to realize the targets set in TDV 2025. MKUKUTA II remains the main framework for poverty eradication while FYDP focuses on strategic growth aspects. Hence the sector/districts strategies, plans and Medium Term Expenditure Frameworks including budget guidelines are guided by MKUKUTA II and FYDP and they incorporate cross cutting concerns such as environment and gender issues.

The MKUKUTA II and Five-Year Development Plan are coming to an end next year (2014/15) and a year after (2015/16) respectively. The government has already produced the first document for the post 2015 development agenda and will be preparing new national development frameworks in the context of Post 2015 that will guide the country's development initiatives for the coming years. Obviously, there are challenges in translating development plans into effective programmes as well as ensuring coherence and co-ordination between different implementation levels such as Central Ministries – POPC, MoF, VPO and PMO, Line Ministries, Departments, Agencies and Local Authorities. These challenges include ensuring sufficient budget and other investment allocations consistent with the national development plans and increasing and effectively using revenues from natural resources.

The 2012 policy dialogue on inclusion of environmental sustainability into budget guidelines and environmental fiscal reform revisited the budget guideline from financial years 2006/2007 to 2011/2012 with regard to, how environmental issues have been featured in the budgeting system in Tanzania and to suggest, how this could be improved. It was identified that the challenges of establishing a multi-sector approach makes it difficult to navigate from the budget guidelines to the budget speeches and implementation. Also, it was noted that the budget guidelines and budget speeches, are not well aligned. Therefore, environmental fiscal reforms need to be undertaken to generate incentives for increased revenue mobilization towards sustainable resource use.

Pro-Poor Growth and Poverty-Environment Initiative in Tanzania

Among the programmes that have been established to support national efforts to mainstream poverty and environment in national development frameworks is the UNDP/UNEP supported Pro-Poor Growth and Environment Sustainability Project. The project aims to increase the contribution of environment and natural resources to national development goals, including poverty reduction, sustainable economic

growth and the broader achievement of MDGs, in particular MDG 1 on hunger and food security.

The Poverty Environment Initiative (PEI) is contributing to that project through country led supports to mainstream poverty-environment objectives into national development policy, planning and budgeting processes.

Key objectives of PEI Africa country programmes include: 1) Integration of poverty-environment (p-e) objectives in national development plans and sector strategies, and 2) capacity building programmes to enable national governments to better integrate p-e objectives in national, sector and district plans. It is a catalytic programme that advocates for increased resource mobilization and investments in sustainable pro-poor ENR use.

As part of the Pro-poor Economic Growth and Environmentally Sustainable Development programme, the Poverty and Environment Initiative, the (PEI) 2014-2017 component will be focusing on enhancing national and district (Local Government Authorities) capabilities to mainstream and implement environmental sustainability, poverty reduction, gender and climate change issues into development plans and develop better architecture for ERN financing mechanisms in Tanzania.

Tanzania has implemented the UNDP-UNEP supported Poverty-Environment Initiative programme (PEI), since it was launched in 2003/4. Since then substantial progress has been made to mainstream poverty-environment in national development frameworks, in budgeting processes and in monitoring and evaluation. See http://www.unpei.org/what-we-do/pei-countries/tanzania.

Despite these efforts the implementation of the interventions remains a major challenge, mainly because the budget resources and re-investment in relevant sectors have continued to be inadequate. Therefore, the Districts focus as a pilot part of this initiative is important to demonstrate concrete development results that can be scaled up in line with national and sectors policies.

Main issue

National level P-E related objectives are not being adequately implemented through sector and district level plans and budgets.

Guide to the study:

- Institutional mechanisms and processes to ensure that national level development objectives are translated into sector and district plans and budgets are inadequate. Institutional mechanisms and processes include co-ordination mechanisms, budget development, disbursement and utilization processes, legal requirements and their associated capacity requirements etc.;
- These inadequacies may be with respect to both their design and application;
- Capacity constraints at different levels inhibit the implementation of national development objectives;
- There are inadequacies that apply *in general* to the implementation of national development planning objectives at national, sector and district levels;
- There are also inadequacies that apply in particular to the implementation of P-E related objectives;
- There are challenges in establishing a multi sector approach and consequently no alignment between the budget guidelines and budget speeches.

Objectives of the study

The main objectives of this consultancy are:

- 1. To identify strengths and weaknesses in translating national development policies (MKUKUTA & FYDP) and plans into sector policies and districts/local plans and budgets in general;
- 2. To identify the main institutional, legal and budgetary process bottlenecks and challenges that hinder translation of P-E related objectives in a coherent manner from national to sector and District Development Plans and budgets;
- 3. To recommend actions (institutional, legal and budgetary) to (1) remove those bottlenecks and challenges; and (2) improve central government, sectors and local authorities capacities to implement coherent plans that have mainstreamed P-E related objectives.

3. Key tasks to be undertaken

- 3.1 Provide an overview of development planning institutions and processes at national, sector and district level
- Review institutional processes and mechanisms to co-ordinate development planning and implementation at different levels;
- Review budgeting process both annual and medium terms;
- Review budgetary processes and mechanisms to align development planning and budgets;
- Outline recent and ongoing programmes relevant to the above e.g. public finance reform, capacity building, co-ordination mechanisms etc.;
- Identify key actors, institutions and key entry points relevant to the implementation of P-E related objectives in Tanzania;
- Identify data availability and data quality to evaluate the coherence between national strategies, sectors and local strategies and how P-E objectives are mainstreamed.
- 3.2 Review the coherence of sector policies plus a sample of District Development Plans with National Policies and Strategies (FYDP, MKUKUTA II, other strategies)
- Review coherence in general;
- Carry out a more targeted review focusing on P-E relevant objectives (e.g. in relation to poverty reduction, agriculture, water, forestry, fisheries, broader rural development, environment and natural resources);
- 3.3 Review the coherence of sector annual and medium term budgets, plus a sample of District Development budgets, with National Policies and Strategies (FYDP, MKUKUTA II, other strategies);
- Review coherence in general
- Carry out a target review focusing on P-E relevant objectives (e.g. in relation to poverty reduction, agriculture, water, forestry, fisheries, broader rural development, environment and natural resources)
- Align the budget guideline and budget speech with regard to environmental sustainability.
- 3.4 Identify institutional, legal and budgetary bottlenecks and challenges to the implementation of national development policies in sector and district level plans, focusing on the implementation of P-E related issues and objectives;

Identify institutional bottlenecks and challenges.

This includes reviewing development planning and implementation institutional structures, design, mandates and processes. For example, what are the mechanisms designed to ensure that sector plans reflect national plans? What are the mechanisms for cross-Ministry and cross-sector coordination? Are there capacity constraints that create bottlenecks? Are there bureaucratic competitions or silo issues that inhibit effective implementation of national plans?

Identify legal bottlenecks and challenges

For example, do laws governing the forestry or agriculture sector inhibit the implementation of national plans? Do the laws applicable to local government adequately support district level planning? Are there capacity constraints? Are there inconsistencies between sector and district planning laws?

Identify budget bottlenecks and challenges

Include both annual and medium terms budget processes. Include a focus on how budget processes work in terms of cross-government co-ordination and co-ordination between national, sector and districts levels, multi-sector approach challenges, alignment between the budget guideline and the budget speech, use of PEER carried out so far. Identify bottlenecks and challenges relating to budget allocations, flows (i.e. actual disbursements) and utilization. Include analysis with respect to Gender Responsive Budgeting. Identify capacity issues.

- 3.5 Propose an enhanced M&E framework including a set of M&E tools to track the utilization of budgets allocated for the achievement of P-E related objectives at national, sector and district levels (e.g. budget coding).
- 3.6 Develop options and provide recommendations to address the bottlenecks and challenges (institutional, legal and budgetary) at central, sector and local level.
- Provide an analysis of options and a rationale for the recommendations made
- Prioritize recommendations
- Identify the government agency(ies) who would need to implement the recommendations
- Include recommendations for UN System and development partner support
- Provide a strategy to maximize the likelihood of the implementation of the recommendations.

4. Key results expected

- 4.1 Institutional, legal and budgetary bottlenecks and challenges to the implementation of perelated objectives identified.
- 4.2 Enhanced M&E framework with tools to track the utilization of budgets allocated for p-e objective developed.
- 4.3 Recommendations on how to address the bottlenecks and challenges at central, sector and local level provided.

5. Deliverables

The consultants will provide the following key deliverables, to be produced in English, as set out below. Deliverables should be succinct, of high quality, and in the case of the final report, of a standard suitable for publication.

- An inception report that sets out the work plan with timelines, detailed activities, methodology for
 data collection and analysis and deliverables including details on how to complete the tasks
 mentioned above. Note that the consultant's application should set out the methodology of the
 study, which should be expanded in the inception report.
- A draft report of about 30 pages (excluding annexes), which includes the above mentioned key results.
- A final report
- Policy briefs A Policy brief of no more than 4 pages each targeting key decision-makers delivered
 when the main report is delivered. The policy briefs should summarize the key findings and
 recommendations. Prepare one overall policy brief and a policy brief for each of the focal areas –
 Institutional, Legal and Budgetary.

6. Timing and Management Arrangements

The assignment will be undertaken within a period of 45 days i.e. beginning on 28 July to 10th September 2014. Within this period the consultants will be contracted as follows: International consultant 22 w/days – excluding travel, and national consultants each 18 w/days. The submission of the deliverables is as follows:

- 6.1 Inception report and first draft to be submitted within 2 weeks after commencement of the assignment. The technical UNDP/UNEP PEI team shall review the first draft and provide comments;
- 6.2 Second draft to be submitted within 2 weeks after submission of the first draft taking into account the comments made by the technical PEI team;
- 6.3 Present the draft report including recommendations for action at a workshop to POPC, MoF, other Ministries, UN and other partners/stakeholders within 1 week after submission of the second draft;
- 6.4 Final draft to be submitted within 1 week after the stakeholders workshop;
- 6.5 Policy briefs to be prepared summarizing the key findings and recommendations.

The principal responsibility for managing the study resides with the UNDP CO in Dar es Salaam, Tanzania. The UNDP CO will contract the consultants and ensure that the logistical arrangements are in place. President's Office Planning Commission will provide the following inputs to enable the consultants perform the assignment:

- Access to all required data and information related to the assignment
- Facilitate meetings with relevant contacts to obtain data and information required

7. Impact of Results

The overall impact of the study will be:

- 7.1 Better knowledge of how to translate national development policies and plans into sector and district level plans and budgets;
- 7.2 Better knowledge of how to address institutional and budgetary bottlenecks to the implementation of P-E related objectives in sector and district plans and budgets;
- 7.3 Enhanced capacity of central government, sectors and local authorities to implement coherent plans that have mainstreamed P-E related objectives.

8. Competencies

- 8.1 A team of three consultants will conduct the study one an international expert and the other two, nationals.
- 8.2 The international consultant will serve as overall team leader and be responsible for the final quality of the report submitted to UNDP/UNEP. All three consultants should possess the following competencies:

Corporate competencies:

- Demonstrates integrity by modeling the UN's values and ethical standards;
- Promotes the vision, mission, and strategic goals of the UNDP;
- Displays cultural, gender, religion, race, nationality neutrality and age sensitivity and adaptability;
- Treats all people fairly without favoritism.

Functional competencies:

- Excellent written and oral communication skills;
- In-depth knowledge on governance and development issues;
- Ability to advocate and provide policy advice;
- Ability to undertake strategic planning, results-based management and reporting;
- Ability to analyze development, institutional and governance issues and formulate effective recommendations;
- Focus on impact and results for the client and responds positively to feedback;
- Understands and applies appropriate team roles effectively and shows conflict resolution skills;
- Consistently approaches work with energy and a positive and constructive attitude;
- Demonstrates strong oral and written communication skills, communicating technical and legally complex messages easily even in stressful situations;
- Builds strong relationships with the client and other stakeholders;

International consultant:

In addition to the key tasks described in section 3, the international consultant will have the following specific duties and responsibilities:

- Lead the team of consultants and coordinate the work
- Overall responsibility for the quality of the report submitted to UNDP/UNEP
- Ensure that deadlines are met
- Presentation of the draft report to relevant partners and stakeholders

Education:

• Minimum Master Degree either in Environmental Economics, International Development Studies, and Public Finance and Planning.

Experience and qualifications:

- At least 7 years' of practical experience in reviewing/undertaking national and local policy development, planning and budgeting;
- Demonstrate solid consultancy experience in developing countries working successfully on national budget issues, with a particular emphasis on Planning, Budget guidelines, MTEFs and Public Expenditure Reviews;
- Experience in leading multi stakeholders consultative workshops;
- Ability to relate to, work with, and address, varied groups of people;
- Ability to coach, mentor and motivate an understudy in undertaking stipulated activities and tasks;
- Familiarity with the development process in Tanzania;

National consultant 1:

Education:

• Minimum Master Degree in public finance, development planning, environmental economics and natural resource management.

Experience:

- At least 5 years' experience in reviewing and undertaking public finance management, budget planning, economic development, programmes and project development;
- Practical experience in national and local level planning, budgeting and Public Expenditure Review;
- Experience in engaging in consultative workshops with various stakeholders;
- Ability to relate to, work with, and address, varied groups of people;
- Ability to distill and translate useful information from discussions and interviews into documentation.

National consultant 2:

Education:

• Minimum Master Degree in development.

Experience:

- At least 5 years' experience in institutional and legal assessment, institutional and cross sector coordination's mechanisms;
- At least 5 years' experience in working with public institutions;
- Experience in leading consultative workshops with various stakeholders;
- Ability to relate to, work with, and address, varied groups of people;
- Ability to distill and translate useful information from discussions and interviews into documentation.

Language requirements:

- Fluency in English;
- Fluency in Kiswahili will be added advantage.

Mode of Offers:

Potential bidders should submit a written offer with the following documents:

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- b) Brief description of why you consider being the most suitable candidate for the assignment, and a brief description of methodological approach and how you propose to complete the assignment.
- c) Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided. Kindly, ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP. The documents are to be submitted in separate envelope clearly marked "Financial Proposal for Consultancy to conduct a study on the Identification of institutional, legal and budgetary bottlenecks".
- d) All questions and queries regarding the offer should be sent to: tenders.tz@undp.org

Criteria for Selection of the Best Offer:

The offers will be evaluated by using Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%;