

ETHIOPIA

REQUEST FOR PROPOSALS (RFP) BID DOCUMENT

Consultancy Service (Firm) to conduct an evaluation of the Pilot Project on "Promoting Financial Inclusion by Electronic Distribution of financial services in Ethiopia

Procurement Reference No.: RFP/2014/11

Published (Posted on): 2 JULY 2014

Submission Deadline: 23 JULY 2014 @ 10:00 AM in the

Morning (UTC+03:00) Nairobi Time

Zone

United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia
JULY 2014



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Empowered lives. Resilient nations.

LETTER OF INVITATION

ETHIOPIA

Date: July 2, 2014

Procurement Ref. No.: RFP/2014/11

Dear Sir / Madam:

The United Nations Development Programme (UNDP) hereby invite you to submit your Proposal for **Consultancy**Service (Firm) to conduct an evaluation of the Pilot Project on "Promoting Financial Inclusion by

Electronic Distribution of financial services in Ethiopia

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

Proposals may be submitted on or before July 23, 2014 and via email, courier mail or fax to the address below:

United Nations Development Programme (UNDP)
ECA Compound Old Bld. 6th floor
P.O. Box: **5580**Addis Ababa, Ethiopia

OR

Via our secured mail address: procurement.et@undp.org

If you need clarification retaed to the this RFP, please send to: E-mail address dedicated for this purpose: <u>mehari.goitom@undp.org</u> or <u>biruk.tesfaye@undp.org</u>

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

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

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

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The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best Value for Money (VFM) 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 (PO) 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 III.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Janvier Wussinu

Deputy Country Director (Operations)

United NNations Development Programme (UNDP)

Addis Ababa, Ethiopia





DESCRIPTION OF REQUIREMENTS

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Context of the Requirement	Expanding Financial Inclusion in Ethiopia through the Creation of an Electronic Distribution Channel	
Implementing Partner of UNDP	N/A	
Brief Description of the Required	The Consulting Firm will conduct an evaluation of the Pilot Project on	
Services	"Promoting Financial Inclusion by Electronic Distribution of financial services in Ethiopia"	
List and Description of Expected Outputs to be Delivered	Provided in the ToR (Please Refer to Annex I)	
Person to Supervise the Work/Performance of the Service Provider	To be Indicated (TBI) by UNDP EGPR Unit	
Frequency of Reporting	Provided in the ToR (Please Refer to Annex I)	
Progress Reporting Requirements	Provided in the ToR (Please Refer to Annex I)	
Location of work	Addis Ababa, Ethiopia with some travel to Amhara Region	
Expected duration of work	60 working days	
Target start date	August 2, 2014	
Latest completion date	October 31, 2014	
Travels Expected	Provided in the ToR (Please Refer to Annex I)	
Special Security Requirements	N/A	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Provided in the ToR (Please Refer to Annex I)	
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	Required	
Currency of Proposal	United States Dollars or Local Currency	
Value Added Tax on Price	Must be inclusive of VAT and other applicable indirect taxes	

120 days
In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Not permitted
☑ Installment of payment, deliverables, approvals and percentage of each of payment is provided in the ToR (Please Refer to Annex I)
UNDP EGPR project Manager
Contract for Professional Services
 ☒ 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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
 Technical Proposal (70%) ☑ Expertise of the Firm 30% ☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% ☑ Management Structure and Qualification of Key Personnel 30% Please Refer to Annex IV – Summary of Technical Points Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
One and only one Consultancy Service Provider
 ☑ Detailed TOR (Annex I) ☑ Technical Proposal Template (Annex II) ☑ Financial Proposal Template (Annex III) ☑ Summary of Technical Points (Annex IV) ☑ General Terms and Conditions / Special Conditions (Annex V)



Contact Person for Inquiries	☑ Focal Person in UNDP: Mehari Goitom
(Written inquiries only)	☑ Designation: Procurement Assistant
	☑ Address: United Nations Development Programme (UNDP)
	ECA Compound Old Bld. 6th Floor
	Addis Ababa, Ethiopia
	☑ Facsimile: +251 11 5514599 / +251 11 5515147
	☑ P.O. Box: 5580
	☑ E-mail address dedicated for this purpose:
	procurement.et@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:	
Deadline of Submission	☑ Date and Time: July 23, 2014 @ 10:00 AM in the Morning
	☑ Time Zone: (UTC+03:00) Nairobi
Allowable Manner of Submitting	☑ Courier/Hand Delivery
Proposals	☑ Electronic submission of Bid (Most Preferred)



Conditions and Procedures for	☑ Official Address for e-submission: procurement.et@undp.org
electronic submission and	□ Free from virus and corrupted files
opening, if allowed	☑ Format: PDF files only and password protected
	☑ Password for Technical Proposal must not be provided to UNDP until the
	date and time of Bid opening as indicated in the following row .
	Password for Financial Proposal, however, will be requested from
	those proposers whose Technical Proposals have been found
	Technically Qualified by the Technical Evaluation Panel.
	□ UNDP Ethiopia Office uses Adobe PDF reader version 9 and Microsoft 2007
	& Microsoft 2010
	☑ For electronically transferred data, the maximum capacity is 10 MB. Thus,
	if the size of the file is greater than 10MB attach them with two or more
	email.
	☑ No. of copies to be transmitted: only One , UNDP/Procurement Unit will
	not be liable for failing to locate a right proposal owing to repetitively
	sending proposals.
	☑ Mandatory subject of email: your proposals shall be sent in a separate
	files or envelops as Technical and Financial under the following subject
	line***: 1. For Technical –RFP/2014/11 - Technical Proposal - [insert]
	Proposing Firm Business Name
	2. For Financial – RFP/2014/11 - Financial Proposal - [insert
	Proposing Firm Business Name]
	□ For failing and/or incorrectly state the above subject line may result in
	failing to exactly locate your proposals as the Procurement Unit processes
	several of such type bid process and will not be liable for any
	consequences thereof
	oxtimes Once you submitted your proposals electronically to designated
	Secured Email and/or using Courier; kindly confirm same
	(without attaching the proposals for the purpose keeping its
	integrity) to the Focal Person the submission of the proposals at
	mehari.goitom@undp.org. Your confirmation is important in order to ensure all Proposing Firms' proposals are not missed and
	considered for subsequent Technical Evaluation. ***
	*** Compulsory
Date, time and venue for	☑ Date and Time: July 24, 2014 @ 10:00 AM in the Morning
opening of Proposals	☑ Time Zone: (UTC+03:00) Nairobi
	☑ Venue: ECA Compound Old Bld. 6 th Floor, Addis Ababa, Ethiopia
	⊠ Facsimile: +251 11 5514599 / +251 11 5515147
	⊠ P.O. Box: 5580



Post-Qualification Actions	 ☑ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☑ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☑ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; and ☑ Inquiry and reference checking with other previous clients on the quality of performance on going or previous contracts completed;
Conditions for Determining Contract Effectivity	



TERMS OF REFERENCE (TOR)

FOR THE RECRUITMENT OF CONSULTING FIRM

GENERAL INFORMAION

Services/Work Description: To conduct an evaluation of the Pilot Project on "Promoting Financial Inclusion by

Electronic Distribution of financial services in Ethiopia"

Project/Program Title: Expanding Financial Inclusion in Ethiopia through the Creation of an Electronic

Distribution Channel

Duty Station: Addis Ababa / Home-based / with some travel to Amhara and Oromia Regions

Post Title: Consulting Firm

Type of the Contract: National Consultancy Firm or International Consultancy Firm

Scope of Advertisement: Both Locally UNDP Ethiopia and Globally UNGM

Duration: 60 working days

Expected Start Date: Immediately after Concluding Contract Agreement

I. BACKGROUND

The Ethiopian Financial Inclusion Project was initiated based on two independent yet complementary studies - the Agricultural Finance Diagnostic conducted in 2010 and Review of the Productive Safety Net Program (PSNP) at the end of 2009. Insights from these two studies led to the initiation of a pilot for a countrywide savings mobilization & financial services provision effort. It has sought to test and demonstrate that savings-led financial services can be provided successfully and sustainably in rural areas, allowing poor households to build assets, and helping to finance agricultural production. To achieve sufficient volume and impact, the project initially leverages two ongoing initiatives – the PSNP and Agriculture Growth Programme (AGP).

The project aims at fostering financial inclusion in rural Ethiopia by equipping financial partners (banks and micro finance institutions (MFIs)) with appropriate technology and know-how to sustainably distribute adequate and affordable financial services to the rural population while ensuring their uptake and use.

The core idea of the project is:

- a) To deploy point of sale (POS) devices (or other technology-enabled) transaction points, such as mobile phones) to moveable branches and eventually agents of financial partners in rural areas; and
- b) To successfully deploy and market relevant financial products to the poor, guaranteeing their use.

This should allow financial partners to service a larger number of transactions and products (e.g. savings accounts, deposits/withdrawals, remittances, payments) much more efficiently and effectively than would be possible using the current manual processes. The project aimed at covering most woredas in the 4 identified target regions (Amhara, Tigray, Oromia, SNNPR) by the end of April 2014. This includes in particular woredas with high agricultural potential (known as AGP woredas) as well as food insecure woredas that are supported by the PSNP. It is expected that the financial needs of different market segments in both types of woredas will lead to a differential financial offering.

II. OBJECTIVE OF THE EVALUATION

Objective

The overall objective of this evaluation is to assess the extent to which the objectives and expected outcomes of the pilot project have been met. Assessment of the various aspects of the project will be guided by the use of five key evaluation criteria: relevance, effectiveness, efficiency, sustainability and impact on the intended beneficiaries

This evaluation will inform all stakeholders including development partners and PSNP steering committee members on the outcomes of the pilot project approaches designed to increase access to finance by equipping financial partners with appropriate technology and know-how to sustainably distribute adequate and affordable financial services to the rural population while ensuring their uptake and use.

Most crucially, it will present lessons learned and clear recommendations for action that will inform future strategy and direction on electronic distribution of financial services for inclusive finance in Ethiopia for initiatives such as PSNP and AGP. Results and recommendations drawn from this report will be presented to development partners and PSNP steering committee for consideration and to guide any decision by them in the design phase of the 2015-2020 PSNP program.

III. SCOPE OF THE EVALUATION

Scope

This evaluation will cover the Pilot Project period from 2012 when the design phase commenced to the present. It will focus on processes and activities of project at the federal and regional level including capacity-building activities conducted to-date. The scope should include an analysis and review of the tested financial inclusion models and innovative approaches/payment technologies (mobiles & point of sales) for the improvement of efficiency and effectiveness of cash transfers to the beneficiaries of the PSNP in Libo-kemkem sample woreda and the newly added woreda (Angolela-Tera woreda).

The evaluation will cover the project cycle from design, implementation to the impact on target beneficiaries. The analysis should include both technical and financial aspects of the programme. Challenges and lessons learned and recommendations based on key findings will be presented in the evaluation report. Recommendations should be implementable. The emphasis on learning lessons speaks to the issue of understanding what has and what has not worked as a guide for future planning.

IV. EXPECTED OUTPUTS AND DELIVERABLES

This consultant has the following principal tasks:

(i) Relevance:

- a. Assess the project design in terms of its relevance to the overall development situation at the national level; relevance to national strategies, and relevance to beneficiaries;
- b. Assess the design and focus of the project and consider to what extent did the Project achieve its overall objectives; what and how much progress has been made towards achieving the overall outputs and outcomes of the project; to what extent were the results (impacts, outcomes and



- outputs) achieved; were the inputs and strategies identified, and were they realistic, appropriate and adequate to achieve the results; and was the project relevant to the identified needs.
- c. Assess relevance of the project's management arrangements; identify advantages, bottlenecks and lessons learn with regard to the management arrangements.

(ii) Efficiency:

- a. Assess the cost-efficiency of project interventions. Specifically did the actual or expected results (outputs and outcomes) justify the costs incurred? Were the resources effectively utilized?
- b. Assess whether the project activities overlap and duplicate other similar interventions (funded nationally and /or by other donors? Are there more efficient ways and means of delivering more and better results (outputs and outcomes) with the available inputs?
- c. Could a different approach have produced better results?
- d. How was the project's collaboration with the MoFED, UNDP and other stakeholders including the First Consult, the technology provider, development partners and the steering committee?
- e. How efficient were the management and accountability structures of the project?
- a. What are the strengths, weaknesses, opportunities and threats of the project's implementation process?

(iii) Effectiveness:

- a. Assess relevance and effectiveness of the project's strategy and approaches for the achievement of the project objectives. Specifically was the project effective in delivering desired/planned results? And to what extent did the Project's M&E mechanism contribute in meeting project results?
- b. Assess on how effective the project has been in responding to the needs of the beneficiaries, and what results were achieved?
- c. What are the future intervention strategies and issues?

(iv) Sustainability:

- a. To what extent are the benefits of the projects likely to be sustained after the completion of this project?
- b. What is the likelihood of continuation and sustainability of project outcomes and benefits after completion of the project?
- c. How effective were the exit strategies, and approaches to phase out assistance provided by the project including contributing factors and constraints
- d. Describe key factors that will require attention in order to improve prospects of sustainability of Project outcomes and the potential for replication of the approach?
- e. How were capacities strengthened at the individual and organizational level (including contributing factors and constraints)?
- f. Describe the main lessons that have emerged?
- g. What are the recommendations for similar support in future?

(v) Reliability

- a. To what extent is the electronic payment system flexible to accommodate payment types and frequency and meet specific needs of users?
- b. Are the technology and architecture of the electronic payment system serviceoriented? Does it enhance the security and usability of the system? Is the technology user-friendly?
- c. Does the country's infrastructure adequately support the electronic payment system?
- d. Does the electronic payment system seem financially sustainable? Does the Technology Service Provider have expansion plans and is it willing to work on a long-term basis?
- e. Is the current technology used by the Technology service provider cost-effective? What kind of hardware is required and is it difficult to maintain? What are the typical up-front and on-going costs?
- f. Is the system enabled to generate report as needed?

Deliverables

The following deliverables are expected.

- 1. An inception report, outlining the key scope of the work and intended work plan of the analysis, and evaluation questions, shall be submitted after 5 days of commencing the consultancy.
- 2. A draft comprehensive report
- 3. The Final Report which should:
 - a. Contain Executive summary (mandatory)
 - b. Be analytical in nature (both quantitative and qualitative)
 - c. Be structured around issues and related findings/lessons learnt
 - d. Include conclusions
 - e. Include recommendations

V. METHODOLOGY / APPROACH OF THE WORK

The evaluation will provide quantitative and qualitative data through the following methods:

- Desk study and review of all relevant project documentation including project documents, annual workplans, project progress reports, annual reports, project steering committee reports
- In depth interviews to gather primary data from key stakeholders using a structured methodology
- · Focus Group discussion with project beneficiaries and other stakeholders.
- · Interviews with relevant key informants
- Observations

VI. DURATION OF THE ASSIGNMENT AND TIMEFRAME FOR DELIVERABLES

The period to complete this specific assignment is approximately 60 working days and UNDP (Economic Growth and Poverty Reduction Unit) will lead and coordinate the assignment, including facilitating access to relevant reports and reference materials. The timeline presented below will be adopted in completing the assignment from the day of signing the contract:

No.	Deliverables or Tasks	Location and Action to be	Duration
		Undertaken	(approximate)
1	Submission of inception report		within 5 working
			days after the
			signing of the
			contract
2	Submission of 1 st draft report		within 20
		į	working days
			after the
			submission of
			inception report
3	Submission of 2 nd draft report		within 15
			working days
İ		İ	after receiving
			comments
4	Submission of final report		within 15
			working days
			after receiving
			comments

VII. INSTITUTIONAL ARRANGEMENT

The consulting firm will report to the UNDP Team Leader of Economic Growth and Poverty Reduction Unit who will oversee the Evaluation. The consulting firm is expected to meet with all relevant stakeholders including the MoFED Financial Inclusion Unit, Regional Financial Inclusion Unit, woredas that are part of the project, technology service provider, MFIs, development partners and other relevant stakeholders.

VIII. PAYMENT MILESTONES AND AUTHORITY

The consulting firm will indicate the cost of services for each deliverable in US dollars when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after the UNDP Team Leader of Economic Growth and Poverty Reduction Unit confirms the successful completion of each deliverable as stipulated hereunder. In accordance with UNDP rules, the lump sum contract amount to be offered should consider the professional fee inclusive of travel, communications, out of pocket expenses, and other ancillary costs.

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

Instalment of	Deliverables or Documents to be Approval should be	Percentage of
Payment/ Period	Delivered obtained from:	Payment
1 st Instalment	Submission of inception report within UNDP Team Leader,	20%

Instalment of	Deliverables or Documents to be	Approval should be	Percentage of
Payment/ Period	Delivered	obtained from:	Payment
	Five (5) days by the consultant as per the	Economic Growth and	
	ToR and review and acceptance of the	Poverty Reduction Unit	
	report confirmed by payment certificate		
	from UNDP		
2 nd Instalment	Submission of first draft report by the	II .	30%
	consultant as per the ToR and review and		
	acceptance of the report confirmed by		
	payment certificate from UNDP. The		
	production of first draft report takes		
	Twenty-five (25) days.		
3 rd Instalment	Submission of second draft report by the	"	20%
	consultant as per the ToR and review and		
	acceptance of the report confirmed by		
	payment certificate from UNDP. The		
	production of second draft report takes		
	Twenty (15) days.		
4 th Instalment	Submission of final report by the firm as	п	30%
:	per the ToR and review and acceptance of		
!	the report confirmed by payment		
	certificate from UNDP. The production of		
	final draft report takes Fifteen (15) days.		

IX. MINIMUM ORGANIZATION REQUIREMENTS

The prospective Consultancy Firm is expected to meet the following minimum requirements:

- It must have at least fifteen years of practical experience in the areas of micro-finance, financial inclusion-financial literacy and electronic payment system for inclusive finance.
- It must have experience in project evaluation in the relevant area.
- Knowledge of relevant sectors and access to stakeholders and relevant information sources, especially of the Amhara region.
- Experience working with UN or other international organizations beneficial.
- Capability to deploy strong analytical aptitude, communication and presentation expertise.
- Capability to deploy good communication expertise in English and Amharic
- It shall demonstrate its capabilities, understanding of the TOR, and methodology of audit approach

The multi-disciplinary team should comprise members with the following educational qualifications; experience and competencies:

9.2 Task Manager / Team Leader

Academic Qualification:

 At least Master's degree in financial management and /or economics who is well acquainted with the Ethiopian Banking or Microfinance sector

Experience:

A professional experience in project formulation and evaluation;

Competencies:

- Ability to provide general leadership and direction to the evaluation process;
- Strong organizational skills;
- Strong communication skills; and
- Proficiency should be in English and knowledge of Amharic will be an added advantage.

9.3 Lead Consultant(s) / Senior Expert (s)

Academic Qualification:

A post-graduate degree in financial management or related fields (e.g. Business, Economics, Finance)

Experience:

A minimum of eight_years of proven experience of working in the sector.

Competencies:

- Ability to understand the financial sector and interpret the concept of financial inclusion and translate those into technical requirements
- Ability to apply sound judgment in the context of assignments given, and work under pressure.
- Ability to work under pressure and to deliver in a timely manner without compromising quality standards;
- Strong communication skills;
- Strong presentation and facilitation skills; and
- Proficiency should be in English and knowledge of Amharic will be an added advantage.

9.4 Associate Consultant(s) / Junior Expert (s)

Academic Qualification:

A minimum of a University Master's Degree in Economics, or a relevant area.

Experience:

 A minimum of 6 years of professional experience and proven expertise and experience in the financial sector.

Competencies:

- Evaluation and hands-on experience in the financial sector;
- Ability to work under pressure, and to deliver in a timely manner without compromising quality standards;
- Strong communication skills;
- Strong presentation and facilitation skills; and
- Proficiency should be in English and knowledge of Amharic will be an added advantage.

X. CRITERIA FOR SELECTING THE BEST OFFER

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

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

XI. DUTY STATION

This assignment will be home-based and will require travel of the consultants for field work to Amhara region to conduct the training.

XIL RECOMMENDED PRESENTATION OF PROPOSAL

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, a Service Provider here below is given a proposed Table of Contents. Accordingly; respective Service Provider's Technical Proposal document must have at least the following preferred content and shall follow its respective format/sequencing to be submitted.

Proposed Table of Contents Page

TECHNICAL PROPOSAL COVER PAGES

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

Section 5 - Documents Establishing the Eligibility and Qualification of the Proposer (use the template

SECTION I. EXPERTISE OF FIRM/ ORGANISATION

- 1.1 Brief Description of Proposer as an Entity
- 1.2 Financial Capacity and/or Standing
- 1.3 Track Record and Experiences

SECTION II. APPROACH AND IMPLEMENTATION PLAN

2.1 Approach to the Service/Work

- 2.2 Technical Quality Assurance Review Mechanism
- 2.3 Implementation Timelines
- 2.4 Subcontracting (if any)
- 2.5 Risks and Mitigation Measures
- 2.6 Reporting and Monitoring
- 2.7 Anti-corruption Strategy
- 2.8 Partnerships (if any)
- 2.9 Other

SECTION III. PERSONNEL

- 3.1 Management Structure
- 3.2 Staff Time Allocation
- 3.3 Summary of Key Personnel Qualifications

CV of Task Manager / Team Leader

CV of Lead Consultant / Senior Consultant

CV of Associate Consultant / Junior Consultant

CV of Support Staff - if any

BANK REFERENCE

ANNEXES

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

Tax Registration or TIN/VAT Certificate (Annex 2)

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

Past Two Years Audited Financial Statements (Annex 4)

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

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

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

Bank Reference (Annex 8)

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

Documentation Checklist (as per the attached checklist attached herewith)

XIII. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The consultants shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy or the Government without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UNDP. This assignment will be administrated by the United Nations Development Programme (UNDP), and all relevant UNDP rules, policies and procedures will apply.

ANNEX II

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

Cover Page

Consultancy Service (Firm) to conduct an evaluation of the Pilot Project on "Promoting Financial Inclusion by Electronic Distribution of financial services in Ethiopia

Procurement Reference No.: RFP/2014/11

Technical Proposal

Legal Name of Proposing [insert here]

Organization / Firm:

Country of Registration: [insert here]

Year of Registration: [insert here]

Name of Signatory for [insert here]

this Proposal:

Designation of the [insert here]

Signatory:

Date of Preparation: [insert here]

Email: [insert here]

Business Address: [insert here]

Phone / Fax: [insert here]

 $[{]m M}{O}$ fficial Letterhead/Stationery must indicate contact details — addresses, email, phone and fax numbers — for verification purposes

Table of Contents

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TECHNICAL PROPOSAL COVER PAGES

Cover Letter (use the template hereto)

Statement of Declaration (use the template hereto)

Statement of Full Disclosure (use the template hereto)

Statement of Full Disclosure (use the template hereto)

SECTION I. QUALIFICATION OF SERVICE PROVIDER

- 1.1 Brief Description of Proposer as an Entity
- 1.2 Financial Capacity and/or Standing
- 1.3 Track Record and Experiences

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

- 2.1 Approach to the Service/Work
- 2.2 Deliverables
- 2.3 Technical Quality Assurance Review Mechanism
- 2.4 Implementation Timelines (i.e., Work plan)
- 2.5 Any other information pertinent information related to successful implementation

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

- 3.1 Management Structure
- 3.2 Staff Time Allocation
- 3.3 Qualifications of Key Personnel with Written Confirmation of Availability
- 3.4 Summary of Key Personnel Qualifications
 - CV of Task Manager / Team Leader
 - CV of Lead Consultant / Senior Consultant
 - CV of Associate Consultant / Junior Consultant
 - CV of Support Staff if any

BANK REFERENCE

ANNEXES

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

Tax Registration or TIN/VAT Certificate (Annex 2)

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

Past Two Years Audited Financial Statements (Annex 4)

Statement of Satisfactory Performance from Top Three Firms in the Past Five Years (Annex 5)

Bank Reference (Annex 6)

Other Certificates and Accreditations – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc. (Annex 7 . . .)

Documentation Checklist (please refer to the checklist attached hereto)

Cover Letter

Assefa Gebrehiwot Procurement Specialist United Nations Development Programme Addis Ababa, Ethiopia

Dear Mr. Assefa,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Individual Consulting services [insert the description of the profession/activity for project/programme/office] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

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

I understand that you are not bound to accept any Proposal you may receive.

Full Name:	***
Signature:	
Date Signed:	

48,000

Date: [insert the date]

Statement of Declaration

To: Assefa Gebrehiwot
Procurement Specialist
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Assefa;

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

We hereby declare that:

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

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

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

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

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

We	remain,		

	Yours sincerely,
	Authorized Signature [In full and initials]:
	Name and Title of Signatory:
[please	e mark this letter with your corporate seal]

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

Date: [insert the date]

Statement of Full Disclosure

To: Assefa Gebrehiwot
Procurement Specialist
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Assefa;

We remain,

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

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

·
Yours sincerely,
Authorized Signature [In full and initials]:
Hante and Title of Signatory:
[please mark this letter with your corporate seal]

No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.
Official Letterhead/Stationery must indicate contact details — addresses, email, phone and fax numbers – for verification purposes

TECHNICAL PROPOSAL SUBMISSION FORM

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

[insert: Location] [insert: Date]

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

Dear Sir/Madam:

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

SECTION I. QUALIFICATION OF 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. Financial capacity and/or standing; and
- c. Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract. You are kindly advised to use the format below:

No.	Client	Contact Value in USD	Period of activity	Types of activities and/or Operations	Status or Date completed	Reference contact details including email*
1						
2						
3				, , , , , , , , , , , , , , , , , , , ,		
4						
5						

^{*}Correct email address(es) is compulsory

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

The Service Provider must describe how it will address/deliver:

- a. The demands of the RFP;
- b. Providing a detailed description of the essential performance characteristics;
- c. 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;
- d. Implementation timeline and/or work plan using the proposed methodology/approach
- e. Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. *You are kindly advised to use the format below:*

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

f. Any other information pertinent to it such as risk and its mitigation measures.

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

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.; and
- Describe the overall management approach toward planning and implementing this activity. Include an
 organization chart for the management of the project describing the relationship of key positions and
 designations.
- c. Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)
- d. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services.
- e. Written confirmation from each personnel that they are available for the entire duration of the contract.

You are kindly advised to use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact Information:		
Specialization (field of study):	-	
Years of relevant Work Experience:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: Highlight exp	perience in the region and on similar	r projects.
Relevant Experience (From most rece	nt):	
Period: From – To	Name of activity/ Project/ funding organisation, if	Job Title and Activities undertaken/Description of

	applicable:	actual role performed:			
e.g. June 2004-January 2005					
Etc.					
Etc.					
References no.1 (minimum of 3):	Name				
	Designation				
	Organization				
	Contact Information - A	ddress; Phone; Email; etc.			
Reference no.2	Name				
	Designation				
	Organization				
	Contact Information - Address; Phone; Email; etc.				
Reference no.3	Name				
	Designation				
	Organization				
	Contact Information - A	ddress; Phone; Email; etc.			

Declaration:

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

Signature of the Nominated Team Leader/Member*:	
Date Signed:	
\dot{z} It should be signed by the proposed consultant whose CV to be attached in the Technical Propose	đ

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

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

No.	Name of the Consultant	Position in the Consultancy Team	Specialization	Nationality	Professional Experience (in years)
1					
2	<u> </u>			,	
3					
4					
5					

BANK REFERENCE DETAILS

In case of winning the designated RFP contract, the Proposing Service Provider hereby authorizes UNDP Ethiopia Country Office to effect all payments to the following Bank account details:

Name of the Bank:	[insert here)	
Branch Name:	[insert here)	
Bank Address:	City:	[insert here)
	State/Province:	[insert here)
	Country:	(insert here)

	Postal Code:	[insert here)	
Bank ID Qualifier:	(insert here)		
Bank ID/Fed Wire / ABA No.	[insert here)		
(bank account located in USA)			
SWIFT Code:	[insert here)		
IBAN (if any)	[insert here)		
Bank Account Number:	[insert here)		
Account Type:	Checking		
	Savings		

Note: Double click on the respective Check Box and click checked in the dialogue box of your choice.

Documentation Checklist

SN	Documentation Requirement	Yes	No	If "No" Reason
1	Renewed Business License and/or Company Registration			
	Certificate with Articles of Incorporation or equivalent			
	document if Bidder is not a corporation			
2	Tax Registration or TIN/VAT Certificate			
3	Tax Payment Certificate or Certificate of Tax Exemption by			
	the Internal Revenue Authority			
4	The Consultancy Firm has the minimum years of			
	experience in the area indicated in ToR			
5	Past Two Years Audited Financial Statements			
6	Statement of Satisfactory Performance from Top Three			
	Firms in the Past Five Years			
7	Bank Reference			
8	Duly Signed CV of Task Manager / Team Leader			
9	Duly Signed CV of Lead Consultant / Senior Consultant			
10	Duly Signed CV of Associate Consultant / Junior Consultant			
11	Acceptance of Request for Proposal (RFP) General Terms			
	and Conditions			
12	Other Certificates and Accreditation - including Quality			
	Certificates, Patent Registration, Environmental			
	Sustainability (if any), etc.			

Note: Double click on the respective Check Box and click checked in the dialogue box of your choice.

ANNEX III

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

Cover Page

Consultancy Service (Firm) to conduct an evaluation of the Pilot Project on "Promoting Financial Inclusion by Electronic Distribution of financial services in Ethiopia

Procurement Reference No.: RFP/2014/11

Financial Proposal

Name of Proposing [insert here]

Organization / Firm:

Country of Registration: [insert here]

Name of Signatory for [insert here]

this Proposal:

Date of Preparation: [insert here]

Email: [insert here]

Address: [insert here]

Phone / Fax: [insert here]

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

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹³)

Cover Letter

Assefa Gebrehiwot Procurement Specialist United Nations Development Programme Addis Ababa, Ethiopia

Dear Mr. Assefa,

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

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

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

I understand that you are not bound to accept any Proposal you may receive.

Full Name:	
Signature:	
Date Signed:	

FINANCIAL PROPOSAL FORM

Directions:

- The Proposer is required to prepare the Financial Proposal in an **envelope separate** from the rest of the Technical Proposal as indicated in the Instruction to Proposers.
- For VAT registered Ethiopian Firm, its financial proposal must be VAT inclusive. If it is not separately
 indicated, UNDP Ethiopia will consider its lump sum financial quote includes VAT.
- The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
- In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.
- The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format
 includes specific expenditures, which may or may not be required or applicable but are indicated to serve
 as examples. Thus, Breakdown of Cost by Components and Breakdown of Cost by Deliverables.
- You must send your proposal separately through our secured email procurement.et@undp.org in a PDF FORMAT
- Do not forget to indicate the Procurement Reference no. as the <u>Subject Line</u>

I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate in USD (Lump Sum, All Inclusive)
Personnel costs				
Professional Fees for:				
1. Services from Home Office	-			
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices [if any]			:	
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas [if any]				
a. Expertise 1				
b. Expertise 2				
Others [pls. specify]				
Out of Pocket Expenses				
1. Reproduction				
2. Equipment Lease [if you find it applicable]				
3. Others [pls. specify]				
Travel Expenses to Join duty station				

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

Round Trip Airfares to and from duty station [if you find it applicable]			
Living Allowance [if you find it applicable]	 	<u></u>	
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
Duty Travel			
Round Trip Airfares [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
AGGREGATE AMOUNT			

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

II. BREAKDOWN OF COST BY DELIVERABLES*

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

SN	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price in USD (Lump Sum, All Inclusive)
1		%	
2		%	
3		%	
4		%	
Tota	al	100%	

Carl	Name:			
run	wame:			

Signature:	
Date Signe	d:

ANNEX IV

SUMMARY OF TECHNICAL POINTS

Summar	y of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable	
1	Expertise of Firm / Organization	30%	300	
2	Proposed Methodology, Approach and Implementation Plan	40%	400	
3	Management Structure and Key Personnel	30%	300	
	TOTAL	100%	1000	

Experti	se of the Firm / Organization	Points Obtainable
1,1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation - Financial Stability - Loose consortium, Holding company or One firm - Age/size of the firm - Strength of the Project Management Support - Project Financing Capacity - Project Management Control	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Quality assurance procedure, warranty	25
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes	120
	SUB TOTAL	300

	al Proposal Evaluation (FORM II) ed Methodology, Approach and Implementation Plan	
2.1	To what degree does the Proposer understand the task?	30
2,2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
	SUB TOTAL	400
	al Proposal Evaluation (FORM III) ment Structure and Key Personnel	
3.1	Task Manager / Team Leader General Qualification	

	Suitability for the Project	
	- International experience	25
	- Training experience	20
	- Professional experience in the area of specialization	45
	- Knowledge of region	30
	- Language qualification	20
	SUB TOTAL	140
3.2	Senior Expert / Lead Consultant	4
	General Qualification	
	Suitability for the project	
	- International experience	15
	- Training experience	15
	- Professional experience in the area of specialization	45
	- Knowledge of the region	25
	- Language qualification	20
	SUB TOTAL	120
3.3	Junior Expert / Associate Consultant	,
	General Qualification	
	Suitability for the project	
	- International experience	5
	- Training experience	5
	- Professional experience in the area of specialization	10
		· · · · · · · · · · · · · · · · · · ·
	- Knowledge of the region	10
	- Knowledge of the region - Language qualification	
	,, , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10
	- Language qualification	10 10 40



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.
- 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 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.
- **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.