



Papua New Guinea

REQUEST FOR PROPOSAL

**Climate Risk, Vulnerability and Needs Assessment for Morobe,
Madang, East Sepik, Northern and New Ireland Provinces of Papua
New Guinea.**



United Nations Development Programme

September, 2014

Section 1. Letter of Invitation

Ref. no. PNG/AF/VNA/2014

**Port Moresby, Papua New Guinea
16th September, 2014**

REQUEST FOR PROPOSAL FOR Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea.

The United Nations Development Programme (UNDP) hereby invites you on behalf of the Office of Climate Change and Development, to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security
- Section 9 – Form for Performance Security
- Section 10 – Form for Advanced Payment Guarantee
- Section 11 – Model Contract for Professional Services, including General Terms and Conditions
- Section 12 – Check List

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, or through e-mail, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following email:

zaynab.rashan@undp.org

Also, UNDP would appreciate your indicating the reason for not intending to participate if so; this will be only for its records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Roy Trivedy

UNDP Resident Representative

Papua New Guinea

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the 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, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any

request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of

this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of

the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the affectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another

Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify

the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall

be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any

arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the affectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Enhancing Adaptive Capacity of Communities to Climate Change-related Floods in the North Coast and Islands Region of Papua New Guinea
2		Title of Services/Work:	Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea.
3		Country / Region of Work Location:	Papua New Guinea
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered

7	C.22	A pre-proposal conference will be held on:	<p><i>A pre-proposal net-conference Meeting will be organized to provide clarifications to Proposers as per the instructions below:</i></p> <p>Date: 22nd September, 2014 Time: 03:00PM, Port Moresby Time – PNG.</p> <p>The UNDP focal point for the arrangement is: Ms. Zaynab Rashan. E-MAIL: zaynab.rashan@undp.org</p> <p>Proposers interested to participate in the pre proposal meeting must send the following details to the above mentioned e-mail address:</p> <p><i>Name of company:</i> <i>City:</i> <i>Name of contact person:</i> <i>Phone number with code:</i> <i>e-mail address:</i></p> <p>Instructions to connect will be provided in due time to all Proposers who confirm their participation.</p> <p>All Proposers are encouraged to participate in the pre-proposal conference meeting. Non-attendance, however, SHALL NOT result in disqualification.</p> <p>Minutes of the proposer's conference will be posted on the UNDP website and disseminated to the firms who have expressed interest in submitting an offer, irrespective of their participation in the pre-proposal conference.</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required in the amount of USD5,000.00
10	B.9.5	Acceptable forms of Proposal Security	<p>The attached form in Section 8 OR A certified cheque.</p> <p>The original copy of the Proposal Security Form or Cheque</p>

			<p>MUST BE sent through courier to UNDP-PNG office to the following address, not later than the proposal submission deadline:</p> <p>Att.: Sukhrob Khoshmukhamedov; UNDP Deputy Resident Representative UN House Level-14, Deloitte Tower, Douglas Street PO Box 1041, Port Moresby Papua New Guinea Fax: +675 321 1224</p>
11	B.9.5 C.15.4 a)	Validity of Proposal Security	120 days. The proposal security shall be returned to all participating proposers upon completion of the evaluation process and final award of contract.
12		¹ Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract amount
f13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required from the successful proposer upon notification of award of contract in the amount equal to 10% of the proposed contract amount.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	10 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person in UNDP: Zaynab Rshan E-mail address dedicated for this purpose: zaynab.rshan@undp.org

¹ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email, and Posting on the following website: http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Please see Ds. No. 23.B.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p><i>Please see below DS No. 23 :</i></p> <p><i>A) Conditions and Procedures for Electronic Submission.</i></p> <p><i>B) Conditions and Procedures for Courier/Hand Delivery Submission.</i></p>
21	C.21 D.24	Deadline of Submission	Date and Time : <i>16th October, 2014, 5PM , Port Moresby -PNG Time.</i>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery OR <input checked="" type="checkbox"/> Electronic submission of Proposal
23	D.23.2 D.26	Conditions and Procedures for <i>Electronic submission:</i>	<p><i>PROPOSALS MUST</i> be submitted to the following e-mail Address: registry.pg@undp.org</p> <p><i>Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.</i></p> <p><i>Proposers must take into account the following:</i></p> <p><i>Proposers must indicate the below RFP number in the e-mail subject box while submitting the Technical proposal:</i></p> <p><u>Ref. no. PNG/AF/VNA/2014 - TECHNICAL PROPOSAL– PART 1 OF</u></p> <p><i>Proposers must indicate the below RFP number in the e-mail subject box while submitting the Financial proposal:</i></p> <p><u>Ref. no. PNG/AF/VNA/2014 - FINANCIAL PROPOSAL</u></p> <p><i>(Both financial and technical proposals must be separately</i></p>

			<p>submitted).</p> <p><u>The Financial Proposal attached document MUST BE password protected and the password MUST NOT be sent to UNDP with the Proposal Submission.</u></p> <p><u>Password shall be requested at a later stage by UNDP focal point of this tender from only technically qualified bidders. You will have 24 hours to respond to UNDP's request for the password.</u></p> <p>Each e-mail message including attachments must not exceed 5MB. There is no limit on the number of e-mail messages for each proposal. The first message should state the total number of messages comprising the proposal.</p> <p>Attachments should be in PDF format. Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software.</p> <p>If zip files are used, they should not include multiple lower sub-folders or directories.</p> <p>Proposers should avoid attempting to send proposals by e-mail just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal as recorded by the Purchaser's mail server shall constitute the time of receipt of the proposal for purpose of meeting the proposal deadline. It is the Proposers' responsibility to ensure proposals arrive before the deadline.</p> <p>NOTE: It is not acceptable to send a copy of the Security Proposal or Cheque through e-mail. Please see DS. No. 10 on page 20 of this RFP.</p>
23.B	D.23	Instructions on submission of Proposal through Courier/ Hand Delivery:	<p>PROPOSALS MUST be submitted to the following Address:</p> <p>Att.: Sukhrob Khoshmukhamedov; UNDP Deputy Resident Representative UN House Level-14, Deloitte Tower, Douglas Street PO Box 1041, Port Moresby</p>

			<p>Papua New Guinea Fax: +675 321 1224</p> <p>Proposers must take into account the following: The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate.</p> <p>Proposers shall enclose one original and 2 copies of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate.</p> <p>The bigger outer envelope shall be clearly marked as follows:</p> <p>NOT TO BE OPENED BY REGISTRY PROPOSAL No.: <u>PNG/AF/VNA/2014</u> <u>Part 1 of” If applicable”.</u> Full Name of Proposer. Att: Sukhrob Khoshmukhamedov UNDP Deputy Resident Representative</p> <p>Please also refer to Section D.23, page 12 for further details.</p>
24	D.23.1	Date, time and venue for Public opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder

			<p>is not a corporation</p> <p><input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>Three</i> Clients in terms of provision of similar services during the last 5 years.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>Three Years</i>.</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.</p>
27		Other documents that may be Submitted to Establish Eligibility	All forms provided under Section 4 & 5 must be filled, signed and stamped.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 15</i>)	The required structure provided under Section 6 - Technical Proposal Form.
29	C.15.2	Latest Expected date for commencement of Contract	<i>December, 2014</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Within 12 Months from commencement date.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <ol style="list-style-type: none"> Compliance with Terms and Conditions of the RFP including required submissions: <ul style="list-style-type: none"> Prior to the Technical Evaluation, the Purchaser will determine the substantial responsiveness of each

			<p>Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation.</p> <ul style="list-style-type: none"> • A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity. <p>2. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> $\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$ </div> <p>3. Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Rating the Financial Proposal (FP):</u></p> $\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$ </div> <p>4. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Total Combined Score =</p> $(\text{TP Rating}) \times (\text{Weight of TP (70\%)}) + (\text{FP Rating}) \times (\text{Weight of FP (30\%)})$ </div> <p>UNDP seeks the highest achieved combined score and fully responsive Proposal.</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the RFP</p>

			requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed
34		Conditions for Determining Contract Effectively	Upon signature of contract and receipt of Performance Bond.
35		Other Information Related to the RFP	N/A

Summary 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.	Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation: <ul style="list-style-type: none"> Number of personnel and available facilities/ expertise to produce a report of this nature. 20 points. Financial stability and soundness for the last three years (2011,2012 & 2013). 30 points Relevancy of the company's previously undertaken activities to the given activities in the TORs. 40 Points. 	90
1.3	Past Experience: <ul style="list-style-type: none"> 7 years specific relevant experience in conducting studies/ assessment in similar areas related to disaster risk management, risk reduction and development links. 60 Points. 5 years specific experience in the areas of sociological and economic research in relation to climate change. 40 Points Experience in developing innovative methodologies to involve stakeholders in the 	120

	assessment. 10 points - Experience in conducting similar studies in Papua New guinea, or in the Asia Pacific Region. 10 Points.	
1.4	Similar Experience in the last five years with UN or International agencies/governmental entities – Proposers should provide their client list with details of focal contact for reference check.	40
Total Technical Score Form 1		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Did the company provide a detailed description of the methodology in achieving the requirements referred to in the TORs ?	100
2.2	Is the proposed concept appropriate for the given tasks?	80
2.3	Is the offered Quality Assurance Mechanisms in implementing the required assessment acceptable?	50
2.4	Did the company address all required activities in the TORs in a logical, clear and realistic manner including the timeline for implementation of key activities and if subcontracting is proposed; is it clearly reflected in the implementation plan ?	100
2.5	How does the Offeror deal with any unforeseen situation that might affect the implementation of the project? Did the Offeror address major foreseen risks and how to mitigate them?	30
2.6	Does the company have an efficient monitoring and reporting system/mechanism that ensures proper and timely implementation of the project.	40
Total Technical Score From 2		400

Technical Proposal Evaluation Form 3		Points Obtainable
Personnel		
3.1	General qualifications of Team leader <ul style="list-style-type: none"> • Master Degree in Sciences, Management, climate risk management or related field – 10 Points • 10 years of project management experience related to similar assessments – 30 Points • Experience in working with international organizations; including experience in developing countries is an advantage - 15 Points • Fluency in spoken and written English – 5 points 	60
3.2	General qualifications of Hydro-Meteorologist <ul style="list-style-type: none"> • Masters degree in hydrology/meteorology or related (PhD is an advantage) – 10 Points • 7 years of experience in hydro-meteorology assessments – 10 Points • Experience in working with international organizations including developing countries is an strong asset; - 7 Points • Previous professional experience in climate/disaster risk assessment studies – 8 Points • Fluency in spoken and written English – 5 Points 	40

3.3	General qualifications of Socio-Economic Risk Assessment Specialist <ul style="list-style-type: none"> • Masters Degree in related fields – 10 Points. • 7 years of experience in socio-economic risk assessment – 10 Points • Experience in working with international organizations including developing countries is an advantage; - 7 Points • Previous professional experience in climate/disaster risk assessment studies – 8 Points Fluency in spoken and written English – 5 Points	40
3.4	General qualifications of Agriculture and Livelihood Specialist <ul style="list-style-type: none"> • Masters Degree in related fields – 10 Points. • 7 years of experience in agriculture and livelihood – 10 Points • Experience in working with international organizations including developing countries is an advantage; - 7 Points • Previous professional experience climate/disaster risk assessment studies – 8 Points Fluency in spoken and written English – 5 Points	40
3.5	General qualifications of a GIS/database specialist <ul style="list-style-type: none"> • Master Degree in Information Systems, GIS, IT or related fields – 10 Points • 7 years of design and management of spatial database management systems, applying additional knowledge of spatial feature representation – 18 Points. • International, regional and national knowledge of risk assessment and its application – 7 Points. Fluency in spoken and written English – 5 Points.	40
3.6	General qualifications of coastal-hydrodynamic specialist <ul style="list-style-type: none"> • Masters degree in coastal hydrodynamic or related field – 10 Points • 7 years of experience in hydro-meteorology– 10 Points • Experience in working with international organizations including developing countries is an strong asset; - 7 Points • Previous professional experience in climate/disaster risk assessment studies – 8 Points • Fluency in spoken and written English – 5 Points 	40
3.7	Social Scientist <ul style="list-style-type: none"> • Masters degree in Social science or a related field – 10 Points • 7 years of relevant experience in social science/ relevant field– 18 Points • Previous professional experience in climate/disaster risk assessment studies – 7 Points • Fluency in spoken and written English – 5 Points 	40
Total Technical Score From 3		300
Total Score (From 1 + Form 2 + Form 3)		1000

Section 3: Terms of Reference

Climate Risk, Vulnerability and Needs Assessment in East Sepik , Madang, Morobe, Northern and New Ireland Province in Papa New Guinea

1. BACKGROUND:

The impact of climate change-related hazards in Papua New Guinea (PNG) has been increasing in intensity and frequency. Further impacts from climate change include the loss of food gardens due to extensive flooding (both in coastal and riverine areas) combined with extended periods of drought. The rising sea level is causing some of PNG's islands to be gradually submerged. Salt water intrusion is affecting groundwater particularly in the islands and in coastal areas, threatening domestic water supplies and agriculture. With the onset and multitude of climate change impacts, the country's economy, environment and people are becoming more vulnerable and are at risk of not meeting basic human development needs. Climate change puts at risk the achievement of the goals set out in PNG's major development plans.

Flooding in the coastal areas is one of the most important climate change related hazards in the North Coast and the Islands Region as settlements are usually located in the coasts, particularly the provincial capitals of East Sepik, Madang and Morobe, Northern Province and New Ireland Provinces. Similarly, in the hinterland areas, climate change-related inland flooding is the most pressing hazard with the largest potential for wide-spread damage.

The five pilot provinces were identified as most vulnerable to climate change-related coastal and inland flooding (OCCD, 2010) hence the risks for social and economic loss remains high. In order to enhance the adaptive capacity of communities to make informed decision about and adapt to climate change-driven hazards a joint project titled 'Enhancing Adaptive Capacity of Communities to Climate Change-related Floods in the North Coast and Islands Region of PNG', was launched by the United Nations Development Programme and Office of Climate Change and Development's (OCCD).

One of the expected outcomes of the project is to reduce exposure and increase adaptive capacity of communities to climate induced risks. An assessment has been conducted to understand the level of exposure of the communities to coastal and inland flooding in the five pilot provinces. Further to this, a comprehensive Climate Risk and Vulnerability Needs Assessment (VNA) will be conducted in East Sepik Madang and Morobe, Northern Province and New Ireland Provinces. The findings of the assessment will form an important component of all disaster risk management and climate change adaptation programmes in the Provinces. The assessment will provide the information/database necessary for prioritizing actions in DRM and community-based adaptation and will create the knowledge base for development programmes aimed at enhancing the resilience of communities.

The main objective of this assessment is to identify **Climate Risks** in terms of, principal **climate hazards** that affect the province and the extent of **Exposure** and **Vulnerability** in case of each climate hazard identified and, to prepare Composite Risk Atlas and Maps/Indexes for the same at the district level. The details of the objectives are as follows:

- **Climate Hazard Assessment:** To map all major Climate Hazards in each of the 5 provinces. To assess the information in terms of their nature, geographical distribution, severity and frequency. Document the changing patterns including trends of the climate hazards and projected changes in the future.
- **Exposure and Vulnerability Assessment:** To assess Physical, Social and Economic Vulnerabilities and prepare district wise vulnerability profiles/maps for climatic hazards.
- **Composite Risk Atlas & Maps:** Prepare district wide risk maps/information (i.e. combining Hazard Exposure & Vulnerability information).
- **Community Risk Assessment:** Assess the community perspective on climate change; types of climate and weather related issues that are affecting the communities, impact of climate hazards on local economic systems, ecology and livelihoods of the communities and document community coping/ adaptation mechanisms.
- Identify needs and priorities and achievable solutions (for each of the major issues identified under hazard, vulnerability and needs assessment) for enhancing the resilience of communities.

2. SCOPE OF THE ASSESSMENT

The study consists of a five-phase exercise: (1) Climate Hazard Assessment, (2) Exposure and Vulnerability Assessment (i.e. socio-economic, environmental, infrastructural and other vulnerabilities), (3) Composite Risk Assessment and (4) Community Risk Assessment and (5) identify needs and priorities for improved community resilience. The assessment will give district wide information on climate hazards, vulnerabilities and risks.

(1)Climate Hazard Assessment:

The climate hazard assessment will include climate induced disaster events (flooding, sea level rise, drought, extreme weather events, increase rainfall/precipitation, extreme temperature, drought, strong winds and tropical cyclones etc.) dated as far back as possible. In addition to formal sources of information on location, time magnitude and impact, including consultations with local people.

Tasks and activities required shall be:

- To establish a methodology for assessing risks posed by different climate hazards in the 5 target provinces;
- To identify and review relevant data sources for conducting the assessment, which include scientific data, existing assessments i.e. research and publications;
- To collect and analyze historical, information on all climate Hazard, that have occurred in the target provinces in terms of their nature, geographical distribution, severity and frequency;
- To analyze the current trends and future projections.
- To develop risk parameters for these Hazards, in order to present them both statistically and analytically;
- To provide adequate scientific analysis in respect of causation, frequency and magnitude for each of the Hazards identified while establishing their probabilistic models;
- To produce district wise hazard maps and risk indexes and
- To establish mechanisms for ensuring the sustainability of ongoing/updating hazard risk assessments;

(2)Exposure and Vulnerability Assessment:

The vulnerability assessment will be done at three levels:

- Infrastructure and building vulnerability:
The infrastructure and building vulnerability assessment will take into account buildings, infrastructure, and critical facilities. Infrastructure includes transport systems (roads, bridges, airports, port facilities etc.), utilities (water and electricity) and critical facilities include hospitals and health centers, emergency services, key transport and communications systems, essential services and utilities.
- Vulnerability of population/social:
The assessment will take into consideration exposure of population especially of women, disabled, elderly and children to climate hazards.
- Economic vulnerability:
The economic assessment will focus on vulnerability/ sensitivity of key economic sectors to climate change including agriculture, local businesses etc.

Tasks and activities required shall be:

- To establish a methodology for assessing exposure and vulnerability;
- To conduct field assessment of Physical Exposure and Vulnerability which includes housing, critical infrastructure and lifelines, and essential facilities such as, schools, hospitals, and public buildings, in view of structural aspects;

- To conduct detailed field assessment of Social patterns of Vulnerability and others, which include vulnerabilities associated with gender, vulnerable groups, infants, children and the elderly, single parent families, women, widows, mentally and physically handicapped people;
- To conduct detailed assessment of Economic Vulnerability including assessment of the impact of climate hazards on business, industries, agriculture and other source of livelihoods in statistical and analytical terms;
- To produce district wise Exposure and Vulnerability Maps for each province, taking into consideration physical, social and economic vulnerabilities in the 5 target provinces.
- To establish mechanisms for ensuring the sustainability of ongoing / updating Vulnerability assessments.

(3)Preparation of composite risk maps:

- To represent Geographical Information System (GIS) based district wise climate hazard maps showing their frequency impact, severity and the area likely to be affected;
- To represent GIS based Exposure and Vulnerability maps at the District level including, and prepare a composite vulnerability map for each district;
- To prepare a Composite Risk Atlas and Maps, showing both Climate Hazards and Vulnerability (combined Hazard risk and Vulnerability maps depicting Potential Risk areas at the District level;
- To establish mechanisms for ensuring the sustainability of ongoing/updating Composite Risk Atlas and Maps; and

(4)Community Risk Assessment:

Consideration should also be given to the communities' perception of the climate hazards to which they are exposed, the existence of local institutions and information sources and resources for coping with disasters/climate change. The community risk assessment should include impact of climate hazards on the communities including impact on social life, food security, livelihood, agriculture, health, community resources etc. and perceived solutions/measures for improving community resilience.

Tasks and activities required shall be to:

- Conduct participatory community workshops to identify and document impacts of climate change on the community livelihoods.
- Conduct participatory workshops with the communities to assess knowledge and perspectives on risks and hazards associated with the climate change, climate variability and extreme weather events. The impacts of these issues on lives and livelihoods of the communities including food security, agriculture, health, education, water supply and sanitation as well as environment or biodiversity.
- Through the participatory workshops, identify and document community coping mechanisms.

3. KEY DELIVERABLES:

No.	Description
1	An inception workshop to explain assessment methodologies, objectives and scope of the study.
2	Submission of the draft report after completion of the various tasks outlined in the scope of the assessment. The report will include submission of: Well -structured Comprehensive analytical and statistical Reports for each province combining findings of ‘Climate Hazard Risk Assessment’; ‘Exposure and Vulnerability Assessment’; including a report on ‘Composite Risk Atlas and Maps’ and ‘community risk assessment’ Maps in electronic formats, together with relevant thematic data layers, data tables, base maps; Province wise report on the potential risks and hazards associated with climate change, climate variability including changes in variables such as increase in temperature and changes in rainfall patterns, etc., changes in sea level rise and extreme weather events of the region. Province wise report outlining needs and priorities, and way forward for reducing the impacts and vulnerabilities to climate change hazards and propose achievable solutions for each of the major issues identified under the hazards, vulnerability and risk assessments,
3	Six project workshops one at the National level and five at the provincial level each to explain methodologies used, disseminating the key findings and explaining the implications to stakeholders.
4	Submission of the final report including 100 hard copies and a soft copy

4. DURATION FOR WORK

The duration of the assignment will be 12 months upon signature of the contract.

5. PAYMENT SCHEDULE:

Output	Indicative timeline*	Payment (%)
1. Signature of Contract.	Advanced payment payable upon signature of contract by both parties, submission of bank guarantee and submission of performance bond	20%
2. Completion of the Inception workshop and submission of inception report following preliminary consultation with different	Within 3 months	10%

stakeholders. The inception report needs to present the key issues in the exercise and possible solutions, as well as present the revised work plan, after consulting with relevant stakeholders. Inception report will include detail methodologies to undertake various tasks outlined in the scope of the assessment.		
<p>3. Submission of the draft report after completion of the various tasks outlined in the scope of the assessment. The report will include submission of:</p> <ul style="list-style-type: none"> • A well -structured Comprehensive analytical and statistical Reports for each province combining findings of 'Climate Hazard Risk Assessment'; 'Exposure and Vulnerability Assessment'; including a report on 'Composite Risk Atlas and Maps' and 'community risk assessment' • Maps in electronic formats, together with relevant thematic data layers, data tables, base maps; • A province wise report on the potential risks and hazards associated with climate change, climate variability including changes in variables such as increase in temperature and changes in rainfall patterns, etc., changes in sea level rise and extreme weather events of the region. • Province wise report outlining needs and priorities, and way forward for reducing the impacts and vulnerabilities to climate change hazards and propose achievable solutions for each of the major issues identified under the hazards, vulnerability and risk assessments, 	Within 10 months	30%
4. Six project workshops one at the National level and five at the provincial level to present to stakeholders all the outputs such as the synthesis report to explain methodologies used, present and validate the findings and explain the implications to stakeholders.	By 11 th month	30%
5. Submission of the final report including 100 hard copies and a soft copy.	By 12 th month	10%

6. REPORTING LINES

The contractor when in-country will report to the Project Manager and Technical Advisor on a day-to-day basis who will liaise closely with OCCD's Director for Climate Change Adaptation Division who is expected to provide overall guidance. For home-based period, the contract will provide weekly reports to OCCD through the Project Manager. The contractor will join Project Management Unit in OCCD and provide weekly update to the Project Director, Executive Director for OCCD. With the support of Project Manager and Director for Climate Change Adaptation, the contractor will also work in close collaboration with other project partners.

The deliverables shall be submitted to OCCD to liaise with stakeholders for peer review and then to UNDP Energy and Environment Programme Manager for final approval. All of the deliverables are subject to approval from UNDP Environment Programme Focal Point in order to process payments to the contractor.

7. REPORTING LANGUAGE

The reporting language will be in English.

8. TITLE RIGHTS

The title rights, copyrights and all other rights whatsoever nature in any material produced under the provisions of this TORs will be vested exclusively in UNDP on behalf of OCCD until the end of the project.

9. LOCATION OF WORK:

Home based with travel to PNG. In order to obtain the required information for completion of the study, the contractor is expected to travel to PNG and visit the 5 pilot Provinces as and when necessary for the duration of the assignment. All costs related to travel shall be borne by the contractor such as visa issuance, tickets, daily living allowances, transportation....etc. Therefore, the contractor shall quote for all relevant costs in his financial proposal as applicable.

10. TERMS OF PAYMENT

Payments shall be processed within 30 days from receipt of signed and stamped invoice specifying the achieved deliverables under Section 5 with relevant documents evidencing achievement of the given output.

All of the deliverables are subject to approval from UNDP Environment Programme Focal Point in order to process payments to the contractor.

All planned costs related to this consultancy must be specified in the proposal by contractor for this assignment.

The contractor will be paid in USD.

UNDP will not accept any payment request outside of this TOR.

11. CONTRACTING AUTHORITY

Contracting Authority for this ToR is UNDP PNG Country Office, and the contract amount will be provided through budget under “Enhancing Adaptive Capacity of Communities to Climate Change-related Floods in the North Coast and Islands Region of PNG” Project.

12. TAX OBLIGATION

The Contractor is solely responsible for all taxation or other assessments on any income derived from UNDP. UNDP will not make any withholding from payments for the purposes of income tax. UNDP is exempt from any liabilities regarding taxation and will not reimburse any such taxation to the contractor.

13. SERVICES AND FACILITIES PROVIDED BY UNDP AND OCCD

The contractor will be provided with an office space in the Climate Change Adaptation Division of OCCD with access to the Internet and a local telephone line. Home based with travel to PNG.

UNDP and Office of Climate Change and Development will support the implementation in terms of facilitating access to information and stakeholder, monitoring progress and providing technical feedback. Focal points will be nominated to liaise with the implementing entity on a regular basis.

In terms of conducting workshops, UNDP will organize the workshop and the workshop will be facilitated by the awarded company.

14. MONITORING AND EVALUATION:

All activities will be monitored and evaluated based on qualitative and quantitative information. Within the proposal the contractor is requested to submit an M&E plan highlighting what types of data and information will be available when; which will ensure that activities and outputs delivered as part of this activity, is of good technical quality and contribute to the achievement of the project outcomes.

15. CONFIDENTIALITY:

The contractor undertakes to maintain confidentiality on all information that is not in the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment.

16. REQUIRED QUALIFICATION, SKILLS AND EXPERIENCE OF THE CONSULTANCY FIRM AND THE TEAM

16.1 CONSULTANCY FIRM QUALIFICATIONS:

Valid business registration.

Minimum 7 years of experience in conducting similar studies and experience in climate hazard/risk assessment

Specific relevant experience in the area of sociological and economic research in relation to Climate Change

2 to 3 positive references from any UN and or International Organizations/ and or other clients for provision of similar services in the last five years.

Proven track record, technical expertise, human resources, and operational capacity to undertake assignments of this scale/specification.

Past affiliation with the United Nations is preferable.

16.2 TEAM QUALIFICATIONS:

The contractor's implementation team should include at minimum the following key professionals – Team Leader/Chief Technical Advisor, Hydro-Meteorologist, Socio-Economic Risk Assessment Specialists, Agriculture-Livelihood specialists, GIS/data base specialists, Coastal-Hydrodynamic specialists, and Social Scientist.

Team Leader/ Chief Technical Advisor Qualifications:

- Master Degree in Sciences, Management, climate risk management or related field.
- 10 years of project management experience related to similar assessments.
- Experience in working with international organizations; including experience in developing countries is an advantage.
- Previous professional experience in related studies.
- Fluency in spoken and written English.

Hydro-Meteorologist:

- Masters degree in hydrology/meteorology or related (PhD is an advantage).
- 7 years of experience in hydro-meteorology assessments.
- Experience in working with international organisations including developing countries is a strong asset.
- Previous professional experience in climate/disaster risk assessment studies.
- Fluency in spoken and written English.

Socio-Economic Risk Assessment Specialist:

- Masters Degree in related fields.
- 7 years of experience in socio-economic risk assessment.
- Experience in working with international organizations, including developing countries is an advantage;
- Previous professional experience in climate/ disaster risk assessment studies.
- Fluency in spoken and written English.

Agriculture and Livelihood Specialist:

- Masters Degree in related fields.
- 7 years of experience in agriculture and livelihood.
- Experience in working with international organizations including developing countries is an advantage.
- Previous professional experience in climate/ disaster risk assessment studies.
- Fluency in spoken and written English.

General qualifications of a GIS/database specialist:

- Master Degree in Information Systems, GIS, IT or related fields.
- 7 years of design and management of spatial database management systems, applying additional knowledge of spatial feature representation.
- International, regional and national knowledge of risk assessment and its application.
- Fluency in spoken and written English.

General qualifications of coastal-hydrodynamic specialist:

- Masters degree in coastal hydrodynamic or related field.
- 7 years of experience in hydro-meteorology.
- Experience in working with international organisations including developing countries is a strong asset;
- Previous professional experience in climate/ disaster risk assessment studies.
- Fluency in spoken and written English.

Social Scientist

- Masters degree in social science or related field.
- 7 years of relevant experience in social science/ relevant field.
- Previous professional experience in climate/ disaster risk assessment studies.
- Fluency in spoken and written English.

Section 4: Proposal Submission Form

[insert: *Location*]

[insert: *Date*]

To: Mr. Sukhrob Khoshmukhamedov

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea**. in accordance with your Request for Proposal dated _____ 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 :

- a) 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;
- b) 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;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) 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 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 120 days.

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: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

FORM NO. 1: Proposer Information Form³

Date:

RFP No.:

1. Proposer's Legal Name:

2. In case of Joint Venture (JV), legal name of each party: (If applicable, please fill in From No. 2)

3. Actual or intended Country/ies of Registration/Operation:

4. Year of Registration:

5. Countries of Operation:

Name of Country	No. of Staff	Year of Operation

6. Legal Address:

7. Value and Description of Top three (3) Biggest Contract for the past five (5) years:

No.	Description of Contracted Services	Value in USD	Location of Services
1.			
2.			
3.			

1. Latest Credit Rating (if any):

2. Do you have any litigation history; (disputes, arbitration, claims, etc.)? ☐ YES or ☐ NO

10. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO

11. Proposer's Authorized Representative Information:

Name:

Address:

Tel:

E-mail:

Signature:

³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

FORM NO. 2: (to be filled in if APPLICABLE)
Joint Venture Partner Information Form (if Registered)⁴

Date:

RFP No.:

1. Proposer's Legal Name:

2. JV's Party legal name:

3. JV's Party legal name:

4. JV's Party Country of Registration:

5. Countries of Operation:

Name of Country	No. of Staff	Year of Operation

6. JV's Legal Address:

7. Value and Description of Top three (3) Biggest Contract for the past five (5) years:

No.	Description of Contracted Services	Value in USD	Location of Services
1.			
2.			
3.			

3. Latest Credit Rating (if any):

9. Do you have any litigation history; (disputes, arbitration, claims, etc.)? ☐ YES or ☐ NO

10. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO

11. JV's Party Authorized Representative Information:

Name:

Address:

Tel:

E-mail:

Signature:

⁴ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

FORM No. 3: Declaration of NO Conflict of Interest Form

To be provided with the offer and to be signed by the Principal of a Firm

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: The Chief, Procurement, UNDP, PNG

Dear Sirs:

Subject: RFP- No.....- *Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea*

Declaration for NO Conflict of Interest

I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.

In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP PNG to the Proponents in the normal course of inviting for the Request for Proposal (RFP) where the confidential information would be relevant to the Services required or the RFP evaluation process.

Name:

Signature:

Position:

Date:

Company
Stamp

FORM NO. 4 Declaration of Litigation and Arbitration History
Form. *To be provided with the offer and to be signed by the Principal of a Firm*

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: The Chief, Procurement, UNDP, PNG

Dear Sirs:

Subject *RFP- (indicate number) - Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea*

Declaration of Litigation and Arbitration History

I/We hereby certify that *[insert name of company (ies)]* have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.

Name:

Signature:

Position:

Date:

Company
Stamp

Note: If above is incorrect please provide full details of Litigation or Arbitration

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT FOR

Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Reputation of Organization and Staff / Credibility / Reliability / Industry Standing.

- Provide a brief description of the organization/ firm submitting the proposal, its legal mandates/ authorized business activities, registration date, place (Country) of registration, number of years of specific experience which include (Years of general experience). Litigation and arbitration history that could adversely affect or impact the performance of services if any, References on performance and reputation.

1.2 General Organizational Capacity which is likely to affect implementation

Provide information on the number of available key personnel in the company and available facilities
Provide the Audited Financial Statements for 2011, 2012 and 2013 (Income Statement and Balance Sheet) duly certified by a Public Accountant.
Please provide a brief description on types of activities undertaken.

1.3. Experience:

Please mention number of years of experience you consultancy firm has in:

Disaster/ climate risk management , risk reduction and development links.
Conducting similar studies in the areas of sociological and economic research in relation to climate change
Developing innovative methodologies to involve stakeholders in the assessment.
Conducting similar studies in Papa New Guinea or in the Asia Pacific Region.
Conducting similar studies in other parts of the world.

Please provide relevant documentation evidencing the above. Please provide relevant references with

contact details.

1.3: Similar Experience in the last five years with UN or International agencies/governmental entities:
Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Country	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Please provide also the description of at least 3 similar studies your consultancy firm has undertaken recently with brief description of methodology.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. It is preferable to submit the required information in the following format:

Name of Subcontractor	Role	Percentage of Work

In case of subcontracting a firm or entity, please submit the following information of the subcontractor if it is a company:

Valid registration document.

A brief company profile - (not more than 10 pages).

Experience in undertaking similar activities relevant to subcontracted activities.

Performance references.

2.5. Risks / Mitigation Measures: 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.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

FORM No. 5 - CV FORMAT

Full Name and Surname:

Assigned Position Under this Contract:

Nationality:

Country of Residence:

Date of Birth:

Gender:

Contact Information: E-mail address Tel:.....

Countries of Work Experience in the last 5 years:

Number of years of experience in the required area of specialization:

Language Skills: ((For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)

English:

Other:

Education/ Degrees Obtained & Other Qualifications: (Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment.

Brief Description of Performed Tasks and Experience:

Period: From – To	Activities Performed	Job Title	Location	Year	Client
<i>e.g. June 2004-January 2005</i>					
<i>Etc.</i>					
<i>Etc.</i>					

Minimum Three References: (Please give name, title and contact details under each reference).

Reference No.1:

Reference No.2:

Reference No.3:

Declaration:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describe me, my qualifications, and my experience.

.....

(Signature)

Date:

Full Name of Director of Company:

I, the undersigned, certify that to the best of my knowledge and belief, that the aforementioned data does correctly describe the individual named above, his qualifications and experience.

.....

(Signature)

Date:

Full Name of Authorized Certifying Representative:

.....

Section 7: Financial Proposal Form⁵

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers or to send the password protected financial proposal to the referred to e-mail address.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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 on the following pages 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.

A. Cost Breakdown per Deliverables*

No.	Output	Percentage of Total Price (Weight for payment)	Total Price in USD Per Deliverable
1	Upon signature of contract by both parties, submission of bank guarantee (20% of the contract amount) and submission of a performance bond (10% of the contract amount).	20%	
2	Completion of the Inception workshop and submission of inception report following preliminary consultation with different stakeholders. The inception report needs to present the key issues in the exercise and possible solutions, as well as present the revised work plan, after consulting with relevant stakeholders. Inception report will include detail methodologies to undertake various tasks outlined in the scope of the assessment.	10%	
3	Submission of the draft report after completion of the various tasks outlined in the scope of the assessment. The report will include submission of:	30%	

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

	<ul style="list-style-type: none"> • A well -structured Comprehensive analytical and statistical Reports for each province combining findings of 'Climate Hazard Risk Assessment'; 'Exposure and Vulnerability Assessment'; including a report on 'Composite Risk Atlas and Maps' and 'community risk assessment' • Maps in electronic formats, together with relevant thematic data layers, data tables, base maps; • A province wise report on the potential risks and hazards associated with climate change, climate variability including changes in variables such as increase in temperature and changes in rainfall patterns, etc., changes in sea level rise and extreme weather events of the region. • Province wise report outlining needs and priorities, and way forward for reducing the impacts and vulnerabilities to climate change hazards and propose achievable solutions for each of the major issues identified under the hazards, vulnerability and risk assessments, 		
4	Six project workshops one at the National level and five at the provincial level to present to stakeholders all the outputs such as the synthesis report to explain methodologies used, present and validate the findings and explain the implications to stakeholders.	30%	
5.	Submission of the final report including 100 hard copies and a soft copy .	10%	
Grand Total Price in USD (All inclusive)			

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

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.

No.	Description of Activity	No. of Days	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
1.	Professional Services Fees from Home Offices:					
1.1	Team Leader			1		
1.2	Hydro-Meteorologist			1		
1.3	Socio-Economic Risk Assessment Specialist			1		
1.4	Agriculture and Livelihood Specialist			1		
1.5	GIS/database specialist			1		
1.6	coastal-hydrodynamic specialist			1		
1.7	Social Scientist			1		
1.8	Additional personnel (if applicable).					If applicable to your submission, kindly list the details and periods. you can add/delete as many lines as you think appropriate and in line with your original submission
2.	Professional Services Fees in Field:	No. of Days	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments

2.1	Team Leader				1		
2.2	Hydro-Meteorologist				1		
2.3	Socio-Economic Risk Assessment Specialist				1		
2.4	Agriculture and Livelihood Specialist				1		
2.5	GIS/database specialist				1		
2.6	coastal-hydrodynamic specialist				1		
2.7	Social Scientist				1		
3.	Out of Pocket Expenses	UoM	QTY	Rate in USD	Number of Personnel	Total Rate in USD for the Entire Contract Duration	Comments
3.1	International Flights: Destination – PNG – Destination	Round Trip					Please add rows as needed per given destination and indicate the destination in your offer.
3.2	Domestic Flights within PNG	Round Trip					Please add rows as needed per given destination and indicate the destination in your offer.
3.3	Visa Fee	Each					
3.4	Daily Allowance	Daily					
3.5	Communications	Lump Sum			N/A		Please provide details of what communication include and further breakdown of given monthly cost
3.6	Reproduction/ report printing	Lump Sum			N/A		
3.7	Equipment Lease (if applicable)	Lump Sum			N/A		Please provide details of what equipment
3.8	Others (hiring of vehicle etc.) or	Lump Sum			N/A		Please provide details of your

	Transportation Fees					Lump Sum cost
4.	Other Related Costs (If applicable):					Please specify and provide breakdown. Insert additional lines as required
Total Grand Price in USD						

Section 8 FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
Mr. Sukhrob Khoshmukhamedov

WHEREAS [name and address of Contractor](hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. , to deliver goods and execute related services for **Climate Risk, Vulnerability and Needs Assessment for Morobe, Madang, East Sepik, Northern and New Ireland Provinces of Papua New Guinea** hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of insert amount such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of full acceptance of all goods and satisfactory performance / completion of all related services by the Bidder.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁶

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#) , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁶ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee⁷

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services](hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁸ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,⁹

⁷ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

⁸ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

⁹ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

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

following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.

Section 11: Contract for Professional Services, including General Terms and Condition

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this Letter;
- b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's Proposal [ref....., dated]
- d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../..../....
.....	../..../....
Final report	../..../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../..../....
...../..../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- ### 4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL]**

PRICE OF THE CONTRACT] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.

- 7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name

Designation

Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the

Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services

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

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

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security

Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

SECTION 12: CHECKLIST FOR OFFERORS

The hereunder checklist will assist Proposers to verify all the required documents that need to be submitted Under the Technical Proposal Section:

Description of Documents	Provided OR Not Applicable
Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.	
List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.	
Local Government permit to locate and operate in the current location of office (if applicable)	
Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country.	
Quality Certificate (e.g. ISO....etc..) and/ or other similar certificates, accreditations, awards or citations received by the Bidder, (if any).	
Statement of Satisfactory performance from the Top Three Clients in terms of provision of similar services during the last 5 years.	
Latest Audited Financial Statements (Income Statement and Balance Sheet) Including Auditor's Report for the past Three Years (2011,2012,2013).	
All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. (If applicable).	
Signed and stamped Proposal Submission Form (Section 4.)	
Signed and stamped Proposer information form (Section 5: Form No. 1)	
Signed and stamped the Joint Venture form (Section 5: Form No. 2)	
Signed and stamped Declaration of no Conflict of Interest form (Section 5: Form No. 3)	
Signed and stamped litigation and arbitration form (Section 5: Form No. 4)	
Technical Submission as Described Under " <i>Section 6: Technical Submission Form</i> " including required information and schedules and (CVs in Form No. 5).	