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ETHIOPIA

REQUEST FOR PROPOSALS (RFP)

BID DOCUMENT

Firm Level Consultancy Service to conduct a baseline survey and subsequently develop institutional and coordination frameworks for social protection systems in Ethiopia

Procurement Reference No.: ETH/RFP/2015/10

Published (Posted on): 22 July, 2015

Submission Deadline: 13th August, 2015 by CoB i.e., @ 5:30 PM in the evening (UTC+03:00) Addis Ababa/Nairobi Time Zone

Note: those who submit afterwards will be automatically rejected. Thus you all are strongly advised to meet the submission deadline and avoid last hour rush.

**United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia
July 2015**





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LETTER OF INVITATION

ETHIOPIA

Date: **22 July 2015**

Procurement Ref. No.: **ETH/RFP/2015/10**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Frim Level Consultancy Service to conduct a baseline survey and subsequently develop institutional and coordination frameworks for social protection systems in Ethiopia**

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

Proposals may be submitted on or before **13th August, 2015** and via email, courier mail or fax to the address below:

Attn: Ms. MH

**United Nations Development Programme (UNDP)
ECA Compound, Congo Building, 6th Floor, North Wing
P.O. Box: 5580
Addis Ababa, Ethiopia**

OR

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

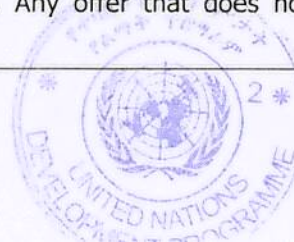
E-mail address dedicated for this purpose: **info.procurementet@undp.org** (please note that it is only dedicated for enquiry and confirmation for proposal submission. **Do not submit both Technical and Financial proposals to this account.** If you do so, your proposals will be rejected and UNDP will not be accountable for it).

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

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

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

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



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

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

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

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

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

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


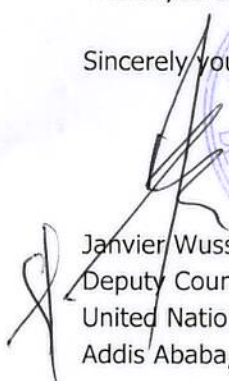
UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Janvier Wussinu
Deputy Country Director (Operations)
United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia



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Resilient nations.

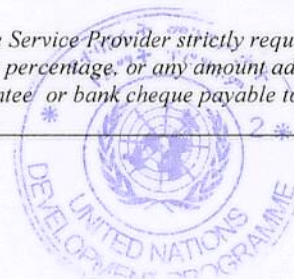
ETHIOPIA

DESCRIPTION OF REQUIREMENTS

No.	Data	Specific Instructions / Requirements
1	Context of the Requirement	<input checked="" type="checkbox"/> Conduct a baseline survey and subsequently develop institutional and coordination frameworks for social protection systems in Ethiopia
2	Implementing Partner of UNDP	<input checked="" type="checkbox"/> Ministry of Labor and Social Affairs (MoLSA)
3	Brief Description of the Required Services	<input checked="" type="checkbox"/> Firm Level Consultancy Service to to conduct a baseline survey and subsequently develop institutional and coordination frameworks for social protection systems in Ethiopia
4	List and Description of Expected Outputs to be Delivered	<input checked="" type="checkbox"/> Defined in the ToR <i>(Please Refer to Annex I)</i>
5	Person to Supervise the Work/Performance of the Service Provider	<input checked="" type="checkbox"/> UNDP delegated Project Manager
6	Frequency of Reporting	<input checked="" type="checkbox"/> Defined in the ToR <i>(Please Refer to Annex I)</i>
7	Progress Reporting Requirements	<input checked="" type="checkbox"/> Defined in the ToR <i>(Please Refer to Annex I)</i>
8	Location of work	<input checked="" type="checkbox"/> Defined in the ToR <i>(Please Refer to Annex I)</i>
9	Expected duration of work	<input checked="" type="checkbox"/> 60 days of maximum duration
10	Target start date	<input checked="" type="checkbox"/> August, 2015
11	Latest completion date	<input checked="" type="checkbox"/> The consultancy service will be completed within 60 days of maximum duration.
12	Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. After which UNDP may terminate the contract.
13	Travels Expected	<input checked="" type="checkbox"/> Defined in the ToR <i>(Please Refer to Annex I)</i>
14	Special Security Requirements	<input checked="" type="checkbox"/> N/a <input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others [pls. specify]
15	Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Defined in the ToR <i>(Please Refer to Annex I)</i>
16	Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
17	Names and Curriculum Vitae of	<input checked="" type="checkbox"/> Required

	individuals who will be involved in completing the services	
18	Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> <i>other currencies will be converted with Reference date for determining UN Operational Exchange Rate: On the last day of submission of Proposals</i>
19	Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes, (local firms should clearly indicate the VAT amount)
20	Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 120 days <input checked="" type="checkbox"/> In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
21	Partial Quotes	<input checked="" type="checkbox"/> Not permitted
22	Payment Terms ¹	<input checked="" type="checkbox"/> Defined in the ToR (<i>Please Refer to Annex I</i>) <input checked="" type="checkbox"/> payments will be made within thirty (30) days from the date of meeting the following conditions: <ol style="list-style-type: none"> UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of original invoice from the Service Provider.
23	Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<input checked="" type="checkbox"/> UNDP Governance Team Leader / project manager
24	Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
25	Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
26	Criteria for the Assessment of Proposal	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% Please Refer to Annex IV – Summary of Technical Points Financial Proposal (30%) <input checked="" type="checkbox"/> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
27	UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.



28	Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (<i>Annex I</i>) <input checked="" type="checkbox"/> Technical Proposal Template (<i>Annex II</i>) <input checked="" type="checkbox"/> Financial Proposal Template (<i>Annex III</i>) <input checked="" type="checkbox"/> Summary of Technical Points (<i>Annex IV</i>) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (<i>Annex V</i>)
29	Contact Person for Inquiries (Written inquiries only) ²	<input checked="" type="checkbox"/> Focal Person in UNDP: STAFF Ms. MH <input checked="" type="checkbox"/> Address: United Nations Development Programme (UNDP) ECA Compound Old Bld. 6 th Floor Addis Ababa, Ethiopia <input checked="" type="checkbox"/> Facsimile: +251 11 5514599 / +251 11 5515147 <input checked="" type="checkbox"/> P.O. Box: 5580 <input checked="" type="checkbox"/> E-mail address dedicated for this purpose: info.procurementet@undp.org <input checked="" type="checkbox"/> It is advantageous for a prospect Consulting Firm to express its interest in the captioned RFP Bid Notice ahead at info.procurementet@undp.org so that amendments and/or related Supplemental Information on respective RFP could be directly communicated. <input checked="" type="checkbox"/> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
30	Deadline of Submission	<input checked="" type="checkbox"/> Date and Time: 13 th August, 2015 by CoB @ 5:30 PM in the Evening <input checked="" type="checkbox"/> Time Zone: (UTC+03:00) Addis Ababa/Nairobi
31	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ³ (Most Preferred for its Convenience)
32	No. of copies of Bid that must be submitted in case of Courier/Hand Delivery	<input checked="" type="checkbox"/> Original: One (1) <input checked="" type="checkbox"/> Copies with CD: One (1) if Courier/Hand Delivery
33	Bid submission address in case of Courier/Hand Delivery	<input checked="" type="checkbox"/> Address: Attn: STAFF Ms. MH UNDP Registry / Procurement Unit United Nations Development Programme (UNDP) ECA Compound, Congo Bld. 6 th Floor, Central Wing Addis Ababa, Ethiopia <input checked="" type="checkbox"/> P.O. Box: 5580

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 received.

³ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

34	Conditions and Procedures for electronic submission and opening	<p> <input checked="" type="checkbox"/> Official Address for e-submission: procurement.et@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only and password protected <input checked="" type="checkbox"/> Password for Technical Proposal must not be provided to UNDP until the date and time of Bid Opening as indicated in the following row (Row No. 35 hereunder). Password for Financial Proposal, however, will be requested from those Proposers whose Technical proposals found to be Technically Qualified by Technical Evaluation Panel. <input checked="" type="checkbox"/> UNDP Ethiopia Office uses Adobe PDF reader version 9 and Microsoft 2007 & Microsoft 2010 <input checked="" type="checkbox"/> For electronically transferred data, the maximum capacity is 9MB. Thus, if the size of the file is greater than 9MB attach them with two or more emails. In this case you are kindly advised to label each email as "<i>Attachment 1 of 3; 2 of 3; and 3 of 3</i>". <input checked="" type="checkbox"/> No. of copies to be transmitted: only One, do not send the proposals time and again to avoid mistake in identifying the appropriate proposals. UNDP/Procurement Unit will not be liable for failing to locate a right proposal owing to repetitively sending proposals. <input checked="" type="checkbox"/> Subject of email (Mandatory): your Technical and Financial proposals shall be sent into two separate emails under the following Email Subject Lines: ETH-RFP-2015-10 <input checked="" type="checkbox"/> Proposals File Name (Mandatory): The File Name for Technical and Financial Proposals MUST BE: <ol style="list-style-type: none"> 1. For Technical Document: <u>ETH-RFP-2015-10 - TP - Baseline survey for social protection systems in Ethiopia</u> 2. For Financial Document: <u>ETH-RFP-2015-10 - FP - Baseline survey for social protection systems in Ethiopia</u> <input checked="" type="checkbox"/> For failing and/or incorrectly state the above subject line may result in failing to exactly locate your proposals as the Procurement Unit processes several of such type bid process and will not be liable for any consequences thereof <input checked="" type="checkbox"/> Once you submitted your proposals electronically to designated Secured Email and/or using Courier; kindly confirm same (without attaching the proposals for the purpose keeping its integrity) to the Focal Person the submission of the proposals. The Focal Person Address: Attn: STAFF Ms. MH at info.procurementet@undp.org Your confirmation is important in order to ensure all Proposing Firms' proposals are not missed and considered for subsequent Technical Evaluation. *** *** Compulsory </p>
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35	Date, time and venue for opening of Proposals	<input checked="" type="checkbox"/> Date and Time: 14 th August, 2015 @ 10:00 AM in the Morning <input checked="" type="checkbox"/> Time Zone: (UTC+03:00) Addis Ababa/Nairobi Time <input checked="" type="checkbox"/> Venue: United Nations Development Programme (UNDP) ECA Compound, Congo Bld. 6 th Floor, North Wing Tayitu Conference Room Addis Ababa, Ethiopia <input checked="" type="checkbox"/> Bidders attendance is not required. Bid opening will take place on the presence of approved Technical Evaluation Panel by UNDP Senior Management.
36	Post-Qualification Actions	<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; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB 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; and <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on going or previous contracts completed;
37	Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Upon duly signed Contract Agreement by UNDP and Prospect Service Provider which will score the highest in the combined rating (Technical and Financial proposals)
38	Other Information Related to the RFP ⁴	<input checked="" type="checkbox"/> If any request for clarification either on the ToR and/or RFP Standard Bid Document (SBD), use the "Request for Clarification Template" here below. <input type="checkbox"/> [All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]



⁴ Where the information is available in the web, a URL for the information may simply be provided.

Request for Clarification Template

Date of Request: _____

Request No.: _____

Requesting Proposer Legal Name: [insert the Name here]

Procurement Reference No.: ETH/RFP/2015/10

Schedule of Requirements/Product Specs: Firm Level Consultancy Service on Baseline survey
for social protection systems in Ethiopia

SN	List of Requests which require Clarification either on "ToR" and/or "RFP Standard Bid Document"	Page or DS Refer.	Clarification (to be provided by UNDP Ethiopia Technical Team/Procurement Unit)
1			<input type="checkbox"/>
2			<input type="checkbox"/>
3			<input type="checkbox"/>
4			<input type="checkbox"/>
5			<input type="checkbox"/>

Note:

- Please note that the request shall be sent with word document
- Please use your corporate headed paper to ensure the authenticity of the request
- Request for Clarification will be entertained seven (7) days before submission deadline
- You are strongly advised to frequently visit the dedicated procurement notice link/website for clarifications (i.e., the link you have downloaded this RFP Standard Bid Document)



TERMS OF REFERENCE (TOR)

Consultancy service to conduct a baseline survey and subsequently develop institutional and coordination frameworks for social protection systems in Ethiopia

1. Background

Ethiopia has been implementing strategies, programs and projects that served a variety of social protection interventions. Some of these include: public- and private-employees social security schemes, social health insurance for formal sector workers and retirees, community based health insurance schemes, disaster risk management and food security programs that include safety nets in which social assistance is also part of it for the different support groups. The services are given by government and non-government organizations. These efforts however, lacked comprehensive social protection policy framework, strategy and clear action plans that take into consideration the context of the different regional states and city administrations. The institutional set up of the coordinating body, MoLSA was found to have capacity limitations. Because of these, the multidimensional social protection initiatives were found to be lacking standards, un-systematized for tracking coverage, accessibility, complementarities of programs, data management and exchange of information at all levels both vertically and horizontally among the different implementing bodies.

In response to these gaps and limitations, the government has recently launched a National Social Protection Policy (NSPP) with the objective of addressing poverty, vulnerability, marginalization and exclusion, ultimately to progressively realize social protection system in the country. The NSPP has five focus areas that complement each other. The five focus areas are: a) promote productive safety net; b) promote and improve employment and livelihood opportunities; c) promote social insurance, including increased equitable access to social services; and d) provide legal protection and support for citizens exposed to abuse and violence. The NSPP has made it clear that social protection services will be mainstreamed and implemented in government and non-government development institutions programs, strategies and action plans in a decentralized manner. The federal and regional executing bodies, the community including the Community Care Structures/Community Care Coalitions, civil society organizations, the private sector as well as other concerned stakeholders will have crucial roles to play to transform the policy into action.

Cognizant of the fact that the implementation of a multifaceted social protection requires institutional set up for coordination, a Federal Social Protection Council under the leadership of the government will be established whose secretary is going to be MoLSA. Members of the Council will be government organizations and other concerned institutions, (listed in the NSPP).

UNDP, together with the Ministry of Labor and Social Affairs (MoLSA), is seeking to hire a competent national consultancy firm to carry out a baseline survey based on which it can develop institutional and coordination frameworks for effective and efficient implementation of social protection systems in Ethiopia to address the needs of poor, vulnerable and marginalized sections of the society.

2. Purpose of the Assignment

The assignment is a two-phase based approach. The initial task is undertaking a baseline survey which is a pre-request for the development of a clear institutional framework for the coordination of social protection services in the regional states and sub-regions, including the mechanisms for citizenry participation in the decision-making and accountability processes. The baseline survey will be based on gathering and generating the relevant information. Based on the baseline report, the consulting firm is expected to develop sound and complete framework for the development of institutional and coordination mechanism for the comprehensive social protection system in the country.

Accordingly, the assignment is expected to be carried out in two phases as follows:

Phase one: undertake baseline survey

Under phase one, the consulting firm is required to perform the following activities, but not limited to:

- Design a suitable methodology for collecting secondary and primary baseline data vis-a-vis the current institutional arrangement and its strength and weaknesses. The design should include both quantitative and qualitative data gathering instruments.
- Compile a baseline report in an agreed format. The baseline report should be drafted in the following format: *executive summary, background, methodology, findings and recommendations (this part should be considered as the core part of the report and detailed enough to inform the development of institutional and coordination framework and annexes.*

Phase two: develop institutional and coordination frameworks

Tasks under phase two would involve:

- Review applicable national and international experiences on coordination of social protection between the federal and regional, sub-regional levels to inform the development of the institutional and coordination framework for social protection system;
- Develop institutional and coordination frameworks for social protection systems with special emphasis on the following parameters:
 - Inter-sectoral (horizontal) coordination of key sectors, food security, health, education and the like,
 - vertical coordination – with the federal government to ensure coordination and coherence between federal and sub-regional/local actions,
 - Participation of civil society; participation of beneficiaries (this will include accountability and transparency measures, redress mechanisms, including identification of program participants, corrections of data errors, etc.),
 - Coordination with community-based structures,
 - Delivery of services, its quality, fairness, etc.,
 - Financial arrangement and sustainability (allocation of budget from the federal government, regions and beyond),
 - Delivery of cash payments (coordination with local financial institutions),

3. Expected major activities

The consulting firm is expected to carry out the following major tasks:



- Identify baseline values for the establishment of institutional and coordination framework, and advice on effective monitoring and evaluation system;
- Identify national legislative and policy priorities with respect to social protection with accompanying public expenditure and budget analysis;
- Identify and recommend policy measures to promote the right to social protection through increased public investment in social protection;
- Clearly define and develop institutional framework for social protection coordination at all levels;
- Undertake an internal consultation with key stakeholders on the draft baseline survey document
- Present the draft institutional and coordination framework report to a validation workshop of stakeholders for review, and incorporating the inputs into the final report;
- Present the two final draft reports to a workshop of stakeholders for validation.

4. Expected key outputs/ deliverables in time frame

The consulting firm is expected to produce the following outputs and two key deliverables:

Outputs:

- **Inception report for the baseline study:** within 5 working days after signing the contract, presenting the detailed methodology to be applied in the assessment, including analytical framework to be used in the analysis and materials for in-depth interviews and focus group discussions meant to create ground for informed discussions.
- **Draft baseline report:** within 10 working days from the submission of inception report the consulting firm should submit a draft report outlining the preliminary results of the assessment for the baseline
- **Final baseline report:** within 5 days after receiving inputs from the clients
- **Inception report for institutional and coordination framework:** within 5 working days after completion of the baseline study report.
- **Draft institutional and coordination framework:** within 20 working days from the submission of the inception report
- **Final report:** within 5 working days after receiving inputs from the clients

S.N.	Outputs	estimated duration
1	Submission of inception report for the baseline	5 working days
2	Submission of draft baseline report	10 working days
3	Submission of inception report for the coordination framework	5 days
4	submission of draft institutional and coordination framework	20 working days
5	Submission of the two final reports	5 working days
Total		45 working days

The consultancy service will be completed within 60 days of maximum duration. The consultant shall work in close collaboration with MoLSA.

Key deliverables:

- Inception reports(baseline & Institutional & coordination framework)
- Baseline survey document
- Institutional and coordination framework document



5. Qualification and experience:

The consulting firm is expected to propose at least three key personnel for the assignment with at least the following qualifications and work experience:

Qualifications:

Masters Degree or PhD in Social Protection, Development Economics, Public Policy, Development Studies, or related fields of studies.

Work experience:

- Research experience on baseline survey and evaluation related to social protection that include poverty analysis, socio-economic development surveys, and institutional and coordination framework guideline development
- Experience in providing technical support to government in related areas
- A minimum of 4 years work experience for the firm, but at least 8 years for the key personnel in related areas of undertakings, including the development of institutional and coordination framework strategies and guidelines,.
- Excellent written and oral communication skills in English,
- Ability to work independently and respond to feedback in a timely and professional manner,
- Excellent organizational skills and attention to details,
- Previous experience in social protection related initiatives,

How to apply: application instruction:

- Submit your application according to instructions given on the ToR and Procurement Notice.

The selection process will be quality and cost based. Consultants are required to submit separate Technical and Financial Proposals in PDF form.

Note: applicants who have not submitted Technical and Financial Proposals through secured email procurement.et@undp.org will not be considered for this consultancy service.



ANNEX II

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

Cover Page

Firm Level Consultancy Service Consultancy service to conduct a baseline survey and subsequent develop institutional and coordination frameworks for social protection systems in Ethiopia

Procurement Reference No.: ETH/RFP/2015/10

Technical Proposal

Legal Name of Proposing Organization / Firm:	[insert here]
Country of Registration:	[insert here]
Year of Registration:	[insert here]
Name of Signatory for this Proposal:	[insert here]
Designation of the Signatory:	[insert here]
Date of Preparation:	[insert here]
Email:	[insert here]
Business Address:	[insert here]
Phone / Fax:	[insert here]
Skype Account:	[insert here]



⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Table of Contents

Page

TECHNICAL PROPOSAL COVER PAGES

Proposal Submission Cover Letter (use the template hereto)

Statement of Full Disclosure (use the template hereto)

Statement of Declaration (use the template hereto)

SECTION I. QUALIFICATION OF SERVICE PROVIDER

1.1 Brief Description of Proposer as an Entity

1.2 Financial Capacity and/or Standing

1.3 Track Record and Experiences

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

2.1 Approach to the Service/Work

2.2 Performance Characteristics

2.3 Technical Quality Assurance Review Mechanism

2.4 Implementation Timelines (i.e., Work plan)

2.5 Risks and Mitigation Measures

2.6 Others

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

3.1 Management Structure

3.2 Staff Time Allocation

3.3 Qualifications of Key Personnel with Written Confirmation of Availability

3.4 Summary of Key Personnel Qualifications

CV of Task Manager / Team Leader

CV of Lead Consultant / Senior Consultant

CV of Associate Consultant / Junior Consultant

CV of Support Staff – if any

BANK REFERENCE

ANNEXES

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

Tax Registration or TIN/VAT Certificate (Annex 2)

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

Past Two Years Audited Financial Statements (Annex 4)

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

Bank Reference (Annex 6)

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

Documentation Checklist (please refer to the checklist attached hereto)



Location: [insert location]

Date: [insert date]

Proposal Submission Cover Letter

To: Janvier Wussinu
Deputy Country Director – Operations
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu;

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

We hereby declare that:

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

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

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

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

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

We remain,

Yours sincerely,

Name of Signatory:

Designation:

Signature: _____

Date Signed:

Company Seal: _____

[please mark this letter with your corporate seal]

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Date: [insert the date]

Statement of Full Disclosure

To: Janvier Wussinu
Deputy Country Director -- Operations
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu;

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

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

We remain,

Yours sincerely,

Name of Signatory:

Designation:

Signature: _____

Date Signed:

Company Seal: _____

[please mark this letter with your corporate seal]

⁷ Official Letterhead/Stationery must indicate contact details -- addresses, email, phone and fax numbers -- for verification purposes

TECHNICAL PROPOSAL SUBMISSION FORM⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

Location: [Insert: Location]

Date: [Insert: Date]

To: Janvier Wussinu
Deputy Country Director – Operations
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Sir/Madam:

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

SECTION I. QUALIFICATION OF SERVICE PROVIDER

1.1 Brief Description of Proposer as an Entity:

Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2 Financial Capacity:

- Provide a brief description of the organization / firm financial stand which clearly indicate its strength to Technical Panel who will appraise the proposal.
- Provide as an attachment the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.
- Provide tabular summary of the respective Audited Financial and/or its equivalent Statements in the last two (2) years.
- Please convert the currency into **US\$** if the audit statement is in different currency. You may use the UN Official Exchange Rate (UNOER) of the respective audit report date. It can be accessed at <http://treasury.un.org/operationalrates/Default.aspx>

You are advised to use the format below:

Item	Descriptions	Year: _____ In US\$	Year: _____ In US\$
a.	Current Assets		
b.	Fixed Assets (Property, Plant & Equipment - PPE)		
c.	Total Assets [a + b]		
d.	Current Liabilities		

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Item	Descriptions	Year: _____ In US\$	Year: _____ In US\$
e.	Long-term Liabilities		
f.	Total Liabilities/debt [d + e]		
g.	Equity [c - f]		
h.	Capital Employed and Liabilities [f + g]		
i.	Net Sales (Revenue)		
j.	Total Expenses (Selling and Administration)		
k.	Profit before Tax [i - j]		
l.	Profit tax		
m.	Profit after Tax (Net Profit) [k - l]		

1.3 Track Record and Experiences:

Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract. *You are advised to use the format below:*

No.	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Title – Mr., Mrs., Dr. to properly address, Phone, Email*)

* Be sure the correct email address is/are indicated

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

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.

2.2 Performance Characteristics:

Providing a detailed description of the essential performance characteristics

2.3 Technical Quality Assurance Review Mechanisms:

The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.4 Implementation Timelines / Work Plan:

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

2.5 Risks and 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. *You are advised to use the format below:*

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

*Note: * H: High; M: Medium; L: Low*

2.6 Other:

Any other pertinent information related to successful implementation

SECTION 3: PERSONNEL

3.1 Management Structure:

Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation:

Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. *(Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)*

3.3 Qualifications of Key Personnel:

Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. *You are kindly advised to use the format below:*

Name:	[insert here]
Position for this Contract:	[insert here]
Nationality:	[insert here]
Contact information:	[insert here]
Area of Specialization:	[insert here]
Years of Relevant Experience:	[insert here]

Countries of Work Experience:	[insert here]	
Language Skills:	[insert here]	
Educational and other Qualifications:	[insert here]	
Summary of Experience:	Highlight experience in the region and on similar projects.	
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
e.g. June 2004-January 2005		
Etc.		
Etc.		
References no.1 (minimum of 3):	Name: [insert here] Designation: [insert here] Organization: [insert here] Contact Information – Address; Phone; Email; etc.: [insert here]	
Reference no.2	Name: [insert here] Designation: [insert here] Organization: [insert here] Contact Information – Address; Phone; Email; etc.: [insert here]	
Reference no.3	Name: [insert here] Designation: [insert here] Organization: [insert here] Contact Information – Address; Phone; Email; etc.: [insert here]	

Declaration:

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

Signature of the Nominated Team Leader/Member: _____

Date Signed*: _____

** It should be signed by the proposed consultant whose CV to be attached in the Technical Proposal*

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

3.4 Summary of Key Personnel Qualifications:

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

No.	Name of the Consultant	Position in the Consultancy Team	Specialization	Nationality	Professional Experience (in years)
1					
2					
3					

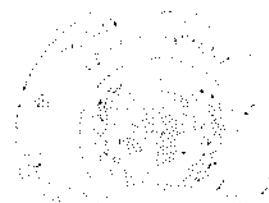
BANK REFERENCE DETAILS

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

Attach your client bank confirmation letter where electronic money transfer take place.

Name of the Bank:	[insert here]
Branch Name:	[insert here]
Bank Address:	City: [insert here] State/Province: [insert here] Country: [insert here] Postal Code: [insert here]
Bank ID Qualifier:	[insert here]
Bank ID/Fed Wire / ABA No. (bank account located in USA)	[insert here]
SWIFT Code:	[insert here]
IBAN ((bank account located in Europe)	[insert here]
Bank Account Number:	[insert here]
Account Type:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

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



Documentation Checklist

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

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

All other information and documentations that we have not provided automatically implies our fully compliance with the requirements, terms and conditions of the RFP.

Name of Signatory:

Designation:

Signature: _____

Date Signed:

Company Seal: _____

[please mark this letter with your corporate seal]



ANNEX III

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

Cover Page

**Firm level Consultancy Service Consultancy service to
conduct a baseline survey and subsequent develop
institutional and coordination frameworks for social
protection systems in Ethiopia**

Procurement Reference No.: ETH/RFP/2015/10

Financial Proposal

Name of Proposing	[insert here]
Organization / Firm:	
Country of Registration:	[insert here]
Name of Signatory for this	[insert here]
Proposal:	
Date of Preparation:	[insert here]
Email:	[insert here]
Address:	[insert here]
Phone / Fax:	[insert here]

¹⁰ *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

Cover Letter

To: Janvier Wussinu
Deputy Country Director – Operations
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu;

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

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

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

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

Full Name:

Designation:

Signature: _____

Date Signed:

Company Seal: _____

[please mark this letter with your corporate seal]

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

FINANCIAL PROPOSAL FORM¹²

Directions:

- The financial proposal shall specify a **total lump-sum amount** (including professional fee, travel, per diems, and other relevant expenses and/or costs for number of anticipated working days) which **UNDP Ethiopia Country Office will be obligated to pay to Prospect Service Provider upon Contract Award and successful completion of the consultancy assignment.**
- **Do not include** any conditional statement(s) about your financial lump sum amount and partial financial quotation is also not allowed.
- The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
- The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
- For **VAT registered Ethiopian Firm**, its financial proposal must be VAT inclusive. If it is not separately indicated, UNDP Ethiopia will consider its lump sum financial quote **includes VAT.**
- In case of physical submission, the Proposer is required to prepare the Financial Proposal in an **envelope separate** from the rest of the Technical Proposal. In case of **electronic submission**, the Technical and Financial proposals shall be submitted in **two separate file but in one email if the file size 9MB allows.**
- **You must send your duly signed Financial proposal separately** from Technical Proposal through UNDP secured email procurement.et@undp.org in a **PDF FORMAT**

I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate in US\$
Personnel costs				
Professional Fees for:				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices [if any]				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas [if any]				
a. Expertise 1				
b. Expertise 2				
Others [pls. specify]				
Out of Pocket Expenses				
1. Reproduction				
2. Equipment Lease [if you find it applicable]				

¹² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Cost Components	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate in US\$
3. Others [pls. specify]				
Travel Expenses to Join duty station				
Round Trip Airfares to and from duty station [if you find it applicable]				
Living Allowance [if you find it applicable]				
Travel Insurance [if you find it applicable]				
Terminal Expenses [if you find it applicable]				
Others [pls. specify]				
Duty Travel				
Round Trip Airfares [if you find it applicable]				
Living Allowance [if you find it applicable]				
Travel Insurance [if you find it applicable]				
Terminal Expenses [if you find it applicable]				
Others [pls. specify]				
All-inclusive Lump-sum Contract Amount				

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

II. BREAKDOWN OF COST BY DELIVERABLES*

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

SN	Deliverables Payment Milestones	Percentage of Total Price (Weight for payment)	Price in US\$
1		%	
2		%	
3		%	
Lump-sum Contract Amount		100%	

**Basis for payment tranches*

ANNEX IV

SUMMARY OF TECHNICAL POINTS

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	Management Structure and Key Personnel	30%	300
TOTAL		100%	1000

Technical Proposal Evaluation (FORM I)		
Expertise of the Firm / Organization		Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation - Financial Stability - Loose consortium, Holding company or One firm - Age/size of the firm - Strength of the Project Management Support - Project Financing Capacity - Project Management Control	80
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Quality assurance procedure, warranty	25
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes	130
SUB TOTAL		300

Technical Proposal Evaluation (FORM II)		
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	35
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	75
SUB TOTAL		400

Technical Proposal Evaluation (FORM III)		
Management Structure and Key Personnel		
3.1	Task Manager / Team Leader General Qualification	

	Suitability for the Project	
	- International experience	20
	- Training experience	20
	- Professional experience in the area of specialization	50
	- Knowledge of region	30
	- Language qualification	20
	SUB TOTAL	140
3.2	Senior Expert / Lead Consultant	
	General Qualification	
	Suitability for the project	
	- International experience	10
	- Training experience	15
	- Professional experience in the area of specialization	55
	- Knowledge of the region	20
	- Language qualification	20
	SUB TOTAL	120
3.3	Junior Expert / Associate Consultant	
	General Qualification	
	Suitability for the project	
	- International experience	5
	- Training experience	5
	- Professional experience in the area of specialization	10
	- Knowledge of the region	10
	- Language qualification	10
	SUB TOTAL	40
	Aggregate	1000



Empowering people
to build better nations

SECTION 12: 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 any time, 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.

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