

REQUEST FOR PROPOSALS

**Provision of Services to C2SP Interventions in
South Kordofan and West Kordofan States**

RFP/KRT/DDR/15/02

Sudan



United Nations Development Programme
July, 2015

Section 1. Letter of Invitation

Khartoum, Sudan
July 26, 2015

RFP for Provision of Services to C2SP Interventions in South Kordofan and West Kordofan States

RFP/KRT/DDR/15/02

Dear: Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you 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 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be received in accordance with Section 2. In UNDP following address:

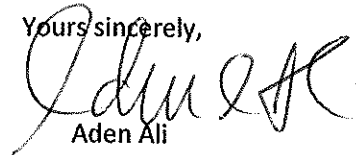
United Nations Development Programme
House #7, Block #5, Gama's Avenue
Khartoum, Sudan
Attention: UNDP/DDR

The letter should be received by UNDP no later than COB 16:00 hrs Sudan time on Tuesday 4th August, 2015.

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,

A handwritten signature in black ink, appearing to read 'Aden Ali', written over the printed name.

Aden Ali

Deputy Country Director (Operations) a.i.

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/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> 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://www.un.org/depts/ptd/pdf/conduct_english.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 effectivity 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):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{array}{r} (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ \hline \text{Total Combined and Final Rating of the Proposal} \end{array}$$

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/protestandsanctions/> 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 effectivity 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/content/undp/en/home/operations/procurement/protestandsanctions/>

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 :	Community Security and Stabilization Programme (C2SP)
2		Title of Services/Work:	RFP for Provision of Services to C2SP Interventions in South Kordofan and West Kordofan States
3		Country / Region of Work Location:	<input checked="" type="checkbox"/> Sudan
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:	Time: 12:00 hrs Date: 7/28/2015 Venue: Sudan Disarmament Demobilization and Reintegration Commission (SDDRC), Off Juba Street Block 70, Plot 41, El-Ma'Moora, Khartoum
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 90 days
9	B.9.5 C.15.4	Proposal Security	<input checked="" type="checkbox"/> Not applicable

	b)		
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Not applicable
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not applicable
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> Local Currency (SDG)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<input checked="" type="checkbox"/> 6 days before the submission date
17	B.10.1	Contact Details for submitting clarifications/questions ¹	<input checked="" type="checkbox"/> Sudanddr.bids@undp.org
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 or fax, and Posting on the website http://intra.sd.undp.org/bids/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : One Copies : None
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme House #7, Block #5, Gama's Avenue Khartoum, Sudan Attention: UNDP/DDR
21	C.21	Deadline of Submission	<input checked="" type="checkbox"/> Date and Time : COB 16:00 hrs Sudan time, Tuesday 4 th

¹ This contact address is officially designated by UNDP. If inquiries are sent to other 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.

	D.24		August, 2015
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Not applicable
24	D.23.1	Date, time and venue for opening of Proposals	<input checked="" type="checkbox"/> Not applicable
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)
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"/> Organization 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"/> Certificate of Registration of the organization: must be a legally registered organization with relevant state entities with valid registration certificate/license to operate in the country in the area of development or humanitarian aid assistance; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located outside the country; <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for one year in the past two years; <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top two Clients in terms of Contract Value in the past two years; <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details); <input checked="" type="checkbox"/> C.Vs of Project personnel: One Coordinator at HQ level, One field coordinator, One finance staff and Three programme staff; and <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.

27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Technical and Financial proposals should be submitted in separate sealed envelopes (i.e. The Proposers should submit the Price Proposal as a separate envelope from the rest of the RFP); and <input checked="" type="checkbox"/> For each LOT ONE SEPERATE sealed price proposal shall be submitted, Proposers are allowed to bid for more than one lot under this RFP.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	<input checked="" type="checkbox"/> <i>None</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>July 21, 2015</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	180 days
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Proposers, depending on the following factors : - The contract will be awarded in each lot for the most qualified proposer. In case, one proposer happens to be most qualified for two lots, UNDP will award the contract to the same proposer.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See evaluation criteria table mentioned below
33	E.29.4	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 RFP 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; <input checked="" type="checkbox"/> Physical inspection of the proposer's office,

			branches or other places where business transpires, with or without notice to the proposer;
34		Conditions for Determining Contract Effectivity None	<input checked="" type="checkbox"/> UNDP's approval of Work plans and delivery schedule; and <input checked="" type="checkbox"/> <i>Upon Contract signing by both parties.</i>
35		Other Information Related to the RFP	http://intra.sd.undp.org/bids/

Details of previous contracts:

Name of Funding Organization	Period of Contract	Type of Services Provided/Product delivered	Value of Contract	Location (Country/Region)	Year of Implementation

Technical Proposal Evaluation (Scoring Tables):

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		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	<ul style="list-style-type: none"> - Thorough knowledge of the cultural/traditional/tribal dynamics as well as the security dynamics of the proposed area community/state of interest. (e.g., experience in working with indigenous people, familiarity with the key issues confronting a certain region, understanding of and ability to relate with a specific culture/religion, knowledge of a local dialect, etc.) - Demonstrated ability and experience in community development, Economic infrastructure, alternative livelihood and social cohesion 	90

1.3	- Demonstrated experience and ability to work closely with HAC and local security apparatus in facilitating access to communities and beneficiaries.	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes/Governments - The service provider shall have existing field presence in the proposed location(s) of interest at the time of submitting the proposal. 	120
		300

Technical Proposal Evaluation Form 2		Points Obtainable
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?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Demonstrated ability to undertake conflict sensitive planning in all stages of implementation. Ability to provide linkages to existing value chains, micro credits as well as business development services. Demonstrated experience in gender equity and gender sensitive planning and mainstreaming at all levels of implementation.	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
Subtotal for part 2		400

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Field Project Manager		70
		Sub-Score	
	General Qualification	60	
	Suitability for the Project		
	- NGO Experience	15	
	- Training Experience	15	
	- Professional Experience in the area of specialization	20	

	- Knowledge of the region		10		
	- Language Qualifications			10	
				70	
3.2	Project Coordinator at HQ				70
				Sub-Score	
	General Qualification			60	
	Suitability for the Project				
	- NGO Experience		15		
	- Training Experience		15		
	- Professional Experience in the area of specialization		20		
	- Knowledge of the region		10		
	- Language Qualifications			10	
				70	
3.3	Finance officer				40
				Sub-Score	
	General Qualification			30	
	Suitability for the Project				
	- NGO Experience		5		
	- Experience in project budgeting		5		
	- Professional Experience in the area of specialization		10		
	- Knowledge of the region		10		
	- Language Qualification			10	
				40	
3.2	Programme staff (Social mobilizer 1)				40
				Sub-Score	
	General Qualification			30	
	Suitability for the Project				
	- NGO Experience		5		
	- Training Experience		5		
	- Professional Experience in the area of specialization		15		
	- Knowledge of the region		10		
	- Language Qualifications			5	
				35	
3.2	Programme staff (Social mobilizer 1)			120	
				Sub-Score	
	General Qualification			40	40
	Suitability for the Project				
	- NGO Experience		5		
	- Training Experience		5		
	- Professional Experience in the area of specialization		15		
	- Knowledge of the region		10		
	- Language Qualifications			5	
				40	

3.2	Programme staff (Social mobilizer 1)			40
			Sub-Score	
	General Qualification		35	
	Suitability for the Project			
	- NGO Experience	5		
	- Training Experience	5		
	- Professional Experience in the area of specialization	15		
	- Knowledge of the region	10		
	- Language Qualifications		5	
			40	
Subtotal for Part 3				300
Total agreed aggregated score				1,000

Section 3: Terms of Reference (TOR)

Terms of Reference (TOR) for the Provision of Services to C2SP Interventions in South Kordofan and West Kordofan States

A) PROJECT TITLE: COMMUNITY SECURITY AND STABILIZATION PROGRAMME (C2SP)

B) PROJECT DESCRIPTION

a. Project rationale / background and the objectives

Sudan, especially the region bordering South Sudan and the fringe states, is characterized by local and regional conflicts, unemployment, displacement, poverty and under development. Many of the communities in these states notably in Southern Kordofan, Blue Nile, Western Kordofan, White Nile, Sennar and Northern Kordofan are in conflict or on the verge of being drawn into conflicts. The huge pool of unemployment among the youth, which is estimated at 63% of rural population, and women are found to be susceptible to these conflicts. In addition, these areas have been witnessing an influx of refugees besides IDPs. There are very limited economic opportunities in the area, which further aggravates the situation. In addition, these conflicts affected nomadic routes thus putting additional pressure on natural resources, which have a propensity to further influence local conflicts.

The protracted conflicts in South Kordofan and Blue Nile has resulted in destruction of social, human, physical, natural and economic capital in both states and has brought about serious damages in the neighbouring states. These states have presence of Internally Displaced Persons (IDPs), Returnees and Refugees. IDPs exist due to the ongoing internal conflicts; the returnees have come after the secession of South Sudan; while the refugees have come from South Sudan after the current armed clashes that started in December 2013. Together these groups have further stretched the limited socio-economic capital such as community socio-economic infrastructure and limited livelihood opportunities in both the states and the fringe states. This situation has created a disproportionate effect on the lives and livelihoods of the unemployed youth, ex-combatants, IDPs, returnees, refugees, women, and communities in the affected areas in general.

There is a high concentration of female headed households who suffer from acute poverty since their husbands have either been killed in war or have migrated to urban areas in search of work. Other at risk groups includes female former combatants, IDPs, returnees, and women who survived violence and war traumas in the conflict affected areas of Sudan.

In the light of the above-mentioned rational, C2SP's main goal is to enhance stability and resilience to communities, while specific objectives include but not limited to:

- i. provide alternative livelihoods and vocational training to at risk groups;
- ii. contribute to revitalisation of rural economy through socio-economic assistance in selected areas;
- iii. enhance social cohesion, women's empowerment, natural resource management and peace building in communities through social mobilization, awareness and training;
- iv. graduated small arms control;

- v. enhance partnerships and capacity development; and
- vi. promote peaceful co-existence at the border areas with South Sudan

b. Description of the context of the required services with emphasizes on the relevance/important of the work required and how it is linked to the project outcomes

Recent reports suggest that over 60% of youth live in these areas, and 50% of the population 15 years old and above are economically inactive. These at risk groups live in communities saturated with Small Arms and Light Weapons (SALW) where people hold on to small arms as means of self-protection for their livelihoods and personal security. There is neither an opportunity of awareness on the negative impacts of SALW nor proper mechanisms of arms control at the local level, thus increasing the likelihood of armed violence and undermining long term security and stability in those communities. Inter and intra community conflicts that span across different states, largely because of the nomadic movements in this region, are exacerbated by proliferated small arms. Conflicts between communities and nomadic tribes further complicate an already complex situation on the Sudan/South Sudan cooperation as well as the on-going hostilities between the SPLM/N and Government of Sudan. Women also constitute an important at risk group who are isolated from the decision making processes due to the limited opportunities in a subsistence economy and due to violence against women. Therefore, the required services are undeniably relevant and very importance in order to contribute to community stabilisation and resilience. Hence service providers are expected to deliver assistance to the intended beneficiaries/communities in a way that will lead to guaranteed means of livelihoods to at risk group that will discount any intention to be drawn into conflict, contribute to the revitalisation of rural economy, and contribute to women empowerment and gender responsiveness. Successful service providers should also provide assistance consistent with sustainable use of resources that will contribute to effective and efficient natural resources management. Furthermore, the assistance and in deed the work of successful service providers should lead to graduated small arms, enhance peacebuilding efforts, social cohesion and peaceful-coexistence in targeted communities.

In this vein, successful service providers should aim to target people with conflict carrying capacities, unemployed youth at risk, and those who are on the verge of being drawn into conflict and also host communities of displaced populations. Additionally, service providers should promote capacity building of communities and local stakeholders to promote local economy, reduce armed violence, promote peace and reconciliation, and gradually control small arms. This should be accomplished by working with community management structures and building or enhancing their capacity in managing community development projects, conflicts resolution/management as well as promoting reconciliation and peaceful co-existence. In summary, services should be provided in a manner that will lead to the expected outcome of the project which is to enhance stability and peace-building by strengthening resilience of communities that are at higher risk of being drawn into conflict, by providing opportunities for alternative livelihoods to at risk groups and provision of socio-economic infrastructure, by contributing to an enabling environment for graduated small arms control and also promoting cooperation in bordering communities in Sudan for enhancing peaceful co-existence.

Community Management Committees (CMCs) have been formed and established in the proposed project locations with its membership drawn from all sectors of the respective communities. CMCs are critical element to C2SP implementation as they will manage the entire project on behalf of their respective communities by providing general oversight of the planning, implementation and monitoring

of C2SP activities and ensuring sustainability of the project results after the completion of the project. CMCs will supervise and guide beneficiary groups to ensure tasks are performed in accordance with objectives. CMCs will also facilitate linking of the project to microfinance and micro insurance institutions as well as make decisions on project activities based on community consultations, discussions and hearings. They will also work closely with relevant line Ministries in all activities related to the project. In light of this, it is critical that CMC members received the require skills and knowledge via comprehensive capacity development trainings to enable them to handle proposed responsibilities.

c. Peculiarity of the setting of the project or the work required (e.g., security risks involved in conducting the work in certain communities, certain cultures and practices unique to the stakeholders, etc.)

Communities of targeted in these two states (South Kordofan and West Kordofan) are currently facing security challenges with potential to affect successful implementation of this RFP. As a result, service providers should put in place effective mitigation measures in order to enhance implementation of planned activities. To achieve this, successful service providers should ensure to work closely with HAC, other local security apparatus and State DDR Commission (where they exist), to provide the necessary security update and to facilitate access to communities and beneficiaries.

Accordingly, conflict sensitive planning is a most for successful service providers in order to ensure that interventions do not cause negative spill-over effects on individuals and local communities in target localities. Conflict sensitivity should be ensured and monitored throughout the programme to maximize existing peace initiatives and gains. Service providers will also be informed by UNEDP's analysis on conflict risks related to natural resources and screening procedures to ensure that conflict related to natural resources is not exacerbated by programming and are environmentally sustainable.

Additionally, the said target areas are considered culturally sensitive communities, hence service providers are required to implement only culturally sensitive activities. For this reasons reasonable knowledge of the cultural dynamics of the proposed communities is a requirement for services providers to successfully interventions.

C). SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

a. Major activities expected to be undertaken by Service Provider

Successful service provider is expected to undertake the following major activities in a manner consistent with UNDP quality standards:

1. Mobilization of field staff

The service provider shall, within one week, make available field staff to liaise with UNDP and State DDR Commission (where they exist) to discuss and agree on work plan.

2. Community orientation and sensitization

Stakeholder and community consultations to explain in detail and help stakeholders understand in full, the objectives of the interventions and expectations from all.

3. Registration of Community Management Committee (CMC) as Legal Entity

Service provider shall register CMCs with State Ministry of Social Welfare, HAC and other state entities as permanent structures in communities endorsed by locality authorities. Accordingly, service provider shall provide capacity building trainings for CMCs to enable them facilitate communities to reduce the number of committees and have one platform that could discuss and engage external actors on development intervention. While UNDP will provide the ToRs for CMCs, service provider shall guide CMCs to develop bylaws/constitutions to guide their functions.

4. Formation of beneficiary groups

CMCs will be responsible for identification of beneficiary groups. Service provider shall work closely with CMCs to ensure that the process of selecting beneficiaries is transparent by using certain criteria such as people with conflict carrying capacity, unemployed, vulnerable, women headed household, etc. and without bias. Upon identification and formation of beneficiary groups, service provides shall provide information and sensitization sessions for beneficiaries in order to inform them of their project implementation plan and expectations from all.

5. Establishment of database on beneficiary groups

Once beneficiaries have been identified, service provider shall officially register detail of all beneficiary groups in their system and establish database for provision of assistance and for the quick retrieval of information as and when required by UNDP, SDDRC or Donors. Such database shall be handed over to UNDP by the expiration of service provider's contract

6. Training of project participants in Integrated Farm Management and Vegetable Production

Service provider shall collaborate with state ministry of Agriculture to train 200 beneficiaries (in groups) in integrated farm management, agribusinesses, least cost combination of farm enterprises, markets and marketing of products, value chain and how beneficiaries are able to identify different entry points into existing value chains of different products in order to tap and maximize profit. Training shall also cover areas such as land preparation, agronomic practices, fertilizer application, pest management and control, harvesting, storage, post-harvest loses, seedling production to support environment conservation, seed bank system and marketing. Training should ensure that participant understand and are able to implement basic agronomic practices that will assist in emission reduction of greenhouse gases and enhance carbon sequestration. In particular, attention should be paid to increased use of organic manure and composting; the use of mulch to enhance soil organic matter; control of soil erosion; conservation agriculture' which aims at soil water retention at the same time contributes to soil carbon sequestration; and increased use of use of irrigation which will also enhance carbon storage in soil through improved yields. Training should also incorporate the need to reduce uncontrolled burning in order to prevent escape of fire from plots to the wider environment that will destroy surrounding forests/grassland with the resulting negative consequences for greenhouse emissions. All of these are aimed at reducing greenhouse gases emission while enhancing carbon sequestration. Training duration shall be kept for 5 days.

7. Training of project participants in Gum Arabic Production (Abasiyaa and Abujebayha communities (South Kordofan State only))

Service provider shall collaborate with the State Ministry of Forestry and Agriculture and the Gum Arabic Union to train beneficiaries on Gum Arabic production including seeds selection, storage, tapping collection, sorting, protection and type of tools for different Gum Arabic activities, etc.)

8. Training on water facility management (Abasiyaa and Abujebayha communities (South Kordofan State only))

Service provider shall collaborate with State Ministry of Water Resources to train 'Water Management Committees' on simple repair and maintenances of water facilities use of small irrigation systems, water management, etc.)

9. Training in in Tractor operation and maintenance of farm implements (Muglad, Mairam, and Kharasana (West Kordofan only))

Service provider shall collaborate with State Ministry of Agriculture to train participants on operation and simple maintenance of tractor and farm implements.

10. Provision of capacity development training to CMCs

Service provider shall provide capacity development training to minimum of 15 CMCs in each community in the areas of:

- i. Leadership
- ii. Conflict management, resolution and prevention
- iii. Natural Resources Management (NRM)
- iv. Gender equity and responsiveness
- v. Project management cycle
- vi. Financial management
- vii. Reporting and basic Monitoring and evaluation (M&E)
- viii. Organization Skills, fund Raising

Training should be staggered and spread across the contract duration ensuring that not more than two areas are handled in the same training. Training duration shall be limited to 3 days.

Service provider shall develop training curriculum and share with UNDP for approval before implementation.

Service provider shall ensure that trainers are drawn from reputable institutions such Universities or other recognized and certified intuitions to carry such job. Service provider shall endeavor to share with UNDP the profile/CVs of trainers before implementation of training.

11. Training of Trainers (TOTs) in Social component

Service provider shall conduct TOT to minimum of 30 participants in the state (minimum 30% of these participants should be women). These participants should be drawn from within and outside the 200 benefices and should be those who are able to read and write and who demonstrate pro-activeness and willingness to partake in community outreach activities. TOT training will focus mainly on dangers of small arms and light weapons, HIV/AIDS and hygiene promotion. Training should be done in a way that will enrich knowledge of trainees to enable them roll-out similar content reaching wider community. Service provider should ensure to witness at least 4 or 5 roll-out of trained participants to ensure that roll-out is done in accordance with agreed norms and values of the target communities. Duration of TOTs shall be minimum 5 days.

Service provider shall develop training curriculum and share with UNDP for approval before implementation.

Service provider shall ensure that trainers are drawn from reputable institutions such Universities or other recognized and certified intuitions to carry such job. Service provider shall endeavor to share with UNDP the profile/CVs of trainers before implementation of training.

12. Gender and Women Empowerment

Service provider shall ensure that women form a minimum of 30% of the 200 beneficiaries for all livelihood activities that are mentioned in the tables included in the ToRs. Additionally, gender shall be mainstreamed in all project activities undertaken by service provider. In addition to the general livelihood assistance to both men and women, service provider shall embark on a special gender and women empowerment activity that will focus on two main areas, namely: training of Hakamas in peacebuilding and gender training as detailed below:

a. Training of Hakamts in Peacebuilding

Service provider shall provide training to 32 Hakamats (West Kordofan only). Training will focus on dissemination of peace building and women empowerment messages including reconciliation, social cohesion, violence against women, early marriage, women right, etc. Duration of training per group of participants shall be 5 days.

b. Gender Training (Engaging Men)

Service provider shall conduct gender training in the state(s) for which contract will be awarded. Training will target 40 men and women. Audience for this training shall include community leaders, religious leaders, tribal leaders, community teachers and elderly men and women. Service provider shall conduct training using gender manual developed by SDDRC and UNDP gender units which shall be handed over by UNDP once contract is signed by service provider. Training duration shall be 5 days per location.

13. Fencing of the integrated farm (Abasiyaa and Abujebayha communities (South Kordofan State only))

Service provider shall fence the entire integrated farm (10 fadans) using materials specified in the table specifying list of items to be procured and delivered by service provider. The fencing is necessary to prevent animals and unauthorized humans from accessing the farm.

14. Sustainability of CMCs, Community outreach volunteers, etc.

In an effort to keep CMCs active and committed to the numerous tasks assigned to them, certain percentage of proceeds obtained from all income generating activities of C2SP assistance shall go towards maintenance of CMCs. This also applies to community outreach volunteers such as those who will be trained as trainers (TOTs) to roll out civic education and other outreach activities. Sources of such income shall include but not limited to rain-fed farming, vegetable farming, integrated farming, tractor rental, running of water infrastructure, and any other related activity that generates income for project beneficiaries. Service provider shall ensure that concrete agreements and arrangements are put in place with communities and beneficiaries to ensure that this happens including accountability measures, and shall engage communities and beneficiaries to determine and agree on the percentage distribution of all incomes including what goes to CMCs and those trained as TOTs.

15. Procurement of Inputs/Machinery/Farm Implements, etc.,

Service provider shall procure and deliver to beneficiary groups items specified below, Please note that all procurement shall be conducted in co-ordination with relevant ministries i.e. Ministry of Agriculture, Gum Arabic Union, Ministry of Water Resources.....etc.

Lot 1: Integrated Farm and Gum Arabic Production (Location: Abasia) South Kordofan State

Item	Descriptions	Unit	Quantity
i.	Integrated Farm:		
1.0	Agricultural manual tools:		
1.1	Hoe	Each	200
1.2	Spade	Each	200
1.3	Sickle	Each	200
1.4	Rake	Each	200
2.0	Assorted crop seeds:		
2.1	Mellon (1 pound can)	Can	15
2.2	Tomato (1 pound can)	Can	10
2.3	Onion (1 Kg can)	Can	30
2.4	Chilly (1 pound can)	Can	10
2.5	Okra	kg	70
2.6	Cucumber	kg	10
2.7	Fruits seedlings (Guava, lemon, orange.. ect)	seedling	150
2.8	Carrots	kg	10
2.9	Establishment of nursery site for raising seedlings	item	1
3.0	Training and Capacity Building:		

3.1	Capacity Building for the agriculture executive committee for 15 persons	item	1
3.2	Capacity building for the CMC	item	5
3.3	Small arms & light weapon awareness raising	item	3
3.4	Gender Training (Engaging Men) for five days	training	1
4.0	Fencing of the farm (10 fadans):		
4.1	Chain link (10 meter length and 2 meter height)	Roll	85
4.2	2 inch iron angle (of 6 meter length 3mm thickness)	Each	165
4.3	barbet wire (of 200 meter roll)	Roll	13
4.4	Cement(50kg bag)	Bag	25
4.5	Gravel	m3	6
4.6	Sand	m3	3
4.7	Binding wire	kg	15
4.8	Steel gate of 3m*2 m (the leaves shall be fabricated from steel box pipe 4*8 and the main frame from 6*10 and expenda sheet)	item	1
4.9	6 mm rebar of 6 meter length (to be welded to the iron angles for fixing the chain link)	Each	6
4.10	Water (sufficient quantity of water for fence cement works)	item	1
4.11	Welding and fixing the fence cost and labor cost	item	1
ii.	Gum Arabic Production:		
1.0	Seedlings /nursery production:		
1.1	Production and distribution of seedlings	seedlings	1320
1.2	Training (seeds selection, storage, tapping collection, sorting, protection and type of tools, etc.).The training will be for 30 persons.	item	1
2.0	Tools:		
2.1	Hoe	Each	30
2.2	Axe (small size)	Each	30
2.3	Sonki	Each	30
2.4	Shovel	Each	30

Lot 2: Integrated Farm and Gum Arabic Production (Location: Abujibiha) South Kordofan State

Item	Descriptions	Unit	Quantity
i.	Integrated Farm:		
1.0	Agricultural manual tools:		
1.1	Hoe	Each	200
1.2	Spade	Each	200
1.3	Sickle	Each	200
1.4	Rake	Each	200
2.0	Assorted crop seeds:		

2.1	Mellon (1 pound can)	Can	15
2.2	Tomato (1 pound can)	Can	10
2.3	Onion (Kg can)	Can	30
2.4	Chilly	Can	10
2.5	Okra	kg	70
2.6	Cucumber	kg	10
2.7	Fruits seedlings (Guava, lemon, orange.. ect)	seedling	150
2.8	Carrots	kg	10
2.9	Establishment of nursery site for raising seedlings	item	1
3.0	Training and Capacity Building:		
3.1	Capacity Building for the agriculture executive committee for 15 persons	item	1
3.2	Capacity building for the CMC	item	5
3.3	Small arms & light weapon awareness raising	item	3
3.4	Gender Training (Engaging Men) for five days	training	1
4.0	Fencing of the farm (10 feddans):		
4.1	Chain link (10 meter length and 2 meter height)	Roll	85
4.2	2 inch iron angle (of 6 meter length 3mm thickness)	Each	165
4.3	barbet wire (of 200 meter roll)	Roll	13
4.4	Cement(50kg bag)	Bag	25
4.5	Gravel	m3	6
4.6	Sand	m3	3
4.7	Binding wire	kg	10
4.8	Steel gate of 3m*2 m (the leaves shall be fabricated from steel box pipe 4*8 and the main frame from 6*10 and ex-penda sheet)	item	1
4.9	6 mm rebar of 6 meter length (to be welded to the iron angles for fixing the chain link)	Each	6
4.10	Water (sufficient quantity of water for fence cement works)	item	1
4.11	Welding and fixing the fence cost and labor cost	item	1
ii.	Gum Arabic Production:		
1.0	Seedlings /nursery production:		
1.1	Production and distribution of seedlings	Seedlings	1320
1.2	Training (seeds selection, storage, tapping collection, sorting, protection and type of tools, etc.).The training will be for 30 persons.	item	1
2.0	Agricultural manual tools:	Each	30
2.1	Hoe	Each	30
2.2	Axe (small size)	Each	30
2.3	Sonki	Each	30
2.4	Shovel	Each	30

Lot 3: Rain-fed Agriculture and Vegetable Production (Location: Mujlad) West Kordofan State

Item	Descriptions	Unit	Quantity
A	Rain-fed Agriculture and Vegetable Production:		
1.0	Agricultural manual tools:		
1.1	Hoe	Each	200
1.2	Spade	Each	200
1.3	Sickle	Each	200
1.4	Rake	Each	200
2.0	Assorted seeds:		
2.1	Sesame (200 lbs sac)	sack	30
2.2	Mellon (1 pound can)	can	30
2.3	Hibiscus (Karkade)	kg	10
2.4	water melon (1 pound)	can	40
2.5	Beans(Lobia)	sack	1
2.6	Sorghum certified seeds	sack	120
3.0	Trainings and Capacity Building:		
3.1	Farmers Schools for 200 farmers	item	1
3.2	Capacity Building for the agriculture executive committee for 15 persons	item	1
3.3	Training in maintenance & operation of water pumps for 20 persons.	item	1
3.4	Capacity building for the CMC	training	5
3.5	Civic Education TOT GBV,HIV/AIDS,SALW, and Roll out for 30 persons	training	3
3.6	Training of Hakamas in peacebuilding 2 groups of 16 person for 5 days each	training	2
3.7	Gender Training (Engaging Men) for five days	training	1
3.8	Field follow up for agriculture project by ministry of agriculture (to continue 6 months after the project period)	item	1
3.9	Training in simple maintenance & operation of the Tractor.	item	1
4.0	Registration /license and one year comprehensive Insurance of the one Tractor	item	1

Lot 4: Rain-fed Agriculture and Vegetable Production (Location: Mairam) West Kordofan State

Item	Description	Unit	Quantity
A	Rain-fed Agriculture and Vegetable Production:		
1.0	Agricultural manual tools:		
1.1	Hoe	Each	200
1.2	Spade	Each	200

1.3	Sickle	Each	200
1.4	Rake	Each	200
2.0	Assorted seeds:		
2.1	Sesame (200lbs)	sack	30
2.2	Mellon (1 pound can)	can	30
2.3	Hibiscus (Karkade)	kg	10
2.4	water melon (1 pound can)	can	40
2.5	Beans(Lobia)	sack	1
2.6	Sorghum certified seeds	sack	120
3.0	Trainings and Capacity Building:		
3.1	Farmers Schools for 200 farmers	item	1
3.2	Capacity Building for the agriculture executive committee for 15 persons	item	1
3.3	Training in maintenance & operation of water pumps for 20 persons.	item	1
3.4	Capacity building for the CMC	training	5
3.5	Civic Education TOT GBV,HIV/AIDS,SALW, and Roll out for 30 persons	training	3
3.6	Training of Hakamas in peacebuilding 2 groups of 16 person for 5 days each	training	2
3.7	Gender Training (Engaging Men) for five days	training	1
3.8	Field follow up for agriculture project by ministry of agriculture (to continue 6 months after the project period)	Item	1
3.9	Training in simple maintenance & operation of the Tractor.	Item	1
4.0	Registration /license and one year comprehensive Insurance of the one Tractor	Item	1

Lot 5: Rain-fed Agriculture and Vegetable Production (Location: Kharasana) West Kordofan State

Item	Description	Unit	Quantity
A	Rain-fed Agriculture and Vegetable Production		
1.0	Agricultural manual tools:		
1.1	Hoe	Each	200
1.2	Spade	Each	200
1.3	Sickle	Each	200
1.4	Rake	Each	200
2.0	Assorted seeds:		
2.1	Sesame (200lbs)	sack	30
2.2	Mellon (1 pound can)	can	30
2.3	Hibiscus (Karkade)	kg	10
2.4	water melon (1 pound can)	can	40

2.5	Beans(Lobia)	sack	1
2.6	Sorghum certified seeds	sack	120
3.0	Trainings and Capacity Building:		
3.1	Farmers Schools for 200 farmers	item	1
3.2	Capacity Building for the agriculture executive committee for 15 persons	item	1
3.3	Training in maintenance & operation of water pumps for 20 persons.	item	1
3.4	Capacity building for the CMC	training	5
3.5	Civic Education TOT GBV,HIV/AIDS,SALW, and Roll out for 30 persons	training	3
3.6	Training of Hakamas in peacebuilding 2 groups of 16 person for 5 days each	training	2
3.7	Gender Training (Engaging Men) for five days	training	1
3.8	Field follow up for agriculture project by ministry of agriculture (to continue 6 months after the project period)	item	1
3.9	Training in simple maintenance & operation of the Tractor.	item	1
4.0	Registration /license and one year comprehensive Insurance of the one Tractor	item	1

UNDP shall provide and deliver all capital items (Tractors, disks ,harvesters) to CMCs via service provider/IP who will in turn hand handover these assets directly to CMCs, service provider/IP shall guide and provide assistance to CMCs in carryout registration of ownership of these items in their names, in case, the CMC is not yet legally registered UNDP shall handover them to the service provide/IP who will act as custodian, until the CMCs are legally registered, then handover them to the CMCs.

Service provider shall ensure partnership with State Ministry of Agriculture, Gum Arabic Union, Ministry of Water Resources, etc. for the provision of one technical staff/extension worker attached to project throughout the implementation period. Such staff shall at all times participate in all monitoring and assessment missions undertaken by UNDP and DDRC in project sites. Payment of field incentive to such staff of State Ministries and Gum Arabic Union for participation in these missions shall be borne by service provider. Hence the cost of this technical staff shall be incorporated in service provider's financial proposal submitted to UNDP.

b. Expected outputs to be delivered, and when should they be completed

1. The under-mentioned table provides a summary of the expected outputs to be delivered and timeline for delivery.

Expected outputs to be delivered and time line

Tasks	Deliverables	Date
Formalization of contract modalities with UNDP	Valid contract in place with UNDP/SDDRC	Aug 31-2015
Mobilization of field staff and basic working tools/equipment	Staff recruited and deployed in the field.	Sep 10 th 2015
Community orientation and sensitization.	Community consultations held and common understanding established on project objectives and expectations	Sep 20 th 2015
Formation of beneficiary groups.	Beneficiaries grouped into productive groups and list made available to UNDP/SDDRC.	Sep 31 2015
Establishment of database on beneficiary groups	Beneficiary information entered into service provider's database and updated regularly.	Oct 15 th 2015
Training needs assessment	Level of participants assessed and training tailored to match the different levels.	Oct 20 th 2015
Preparation for training	Training curriculum, MOUs/contract signed with relevant line Institutions for provision of training to beneficiary groups.	Oct 25 th 2015
Training of project participants in agriculture/crop production	Training in Agriculture/crop production delivered and report made available.	Nov 15 th 2015
Training of the CMC Round 1	Training in Leadership, conflict management delivered, organization skills	Nov 20 th 2015
TOT Civic Education Round 1	Training in SALW, Conflict Management, Natural resources management	Nov 25 th 2015
Preparation for procurement of inputs	Procurement committee established including representative of CMCs, State DDR Commission and relevant line ministries.	Nov 15 th 2015
Training in Agricultural and Vegetable production, Gum Arabic Production	New technologies and extension introduced	Nov 20 th 2015
Procurement of inputs/machinery/farm implements	Procure inputs based on outcome of procurement committee meetings.	Nov 31 2015
Roll out Civic Education	Dissemination of the information gained among the community members	Nov 30 th 2015
Delivery of inputs/machinery/farm implements	Handover of inputs and farm implements to beneficiary groups	Nov 5 th 2015
Training of the CMC Round 2	Natural Resources management ,Gender equity and responsive	Dec 5 th 2015
Training of the CMC Round 3	Financial Management, fund Raising,	Dec 10 th 2015
TOT Civic Education round 2	TOT in GBV, HIV/AIDS,RH, health promotion	Dec 30 th 2015
Training for the CMC Round 4	Reporting, M&E Basic ,Projects management	Jan 5 th 2016

	Cycle	
Roll Out Civic Education	Dissemination of the information gained among the community members	Jan 10 th 2015
Agriculture training raid-fed	New technologies in land preparation, harvest introduced	Feb 15 th 2016
Monitoring and evaluation	Monitor implementation of activities in order to ensure compliance in regard to quality, standard and timeline and report any challenges that may have potential to hinder interventions.	Ongoing
Reporting	Provide weekly update on activities.	Weekly
	Generate and deliver progress reports (both narrative and financial).	At the completion of every milestone.
	Generate and delivery final report.	At the completion of final project activities (last milestone).

D). INSTITUTIONAL ARRANGEMENT

- a) Authorities who will directly supervise the work of the Service Provider, and to whom the Service Provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of output from.**

UNDP field offices in conjunction with State DDR Commission and CMC will directly supervise the work of the service provider. However, the service provider will be responsible to UNDP DDR and SDDRC Senior Management in terms of seeking approval and obtaining certificate of acceptance of output. Service provider shall submit all milestone/progress reports directly to UNDP/SDDRC field office for verification and certification before submitting it to UNDP/SDDRC headquarters in Khartoum for any further action including processing of milestone payments. In areas where UNDP or DDRC offices are absence, service provider may directly submit milestone/progress reports directly to the designated focal point in UNDP DDR headquarter in Khartoum, for verification/certification. It is prudent to emphasize that the service provider shall be directly accountable to beneficiary communities via their respective CMCs. For that reason, service provider shall ensure to involve CMCs in all stages of implementation of activities from beginning to end.

- b) Frequency of progress reporting as well as target audience or body**

Service provider shall provide weekly activity update to UNDP/SDDRC field offices or delegated focal point in Khartoum (in areas where UNDP presence is nonexistence) every Wednesday of every week and shall submit progress/milestone reports upon accomplishment of each milestone via the earlier stated channel. Service provider shall always ensure to promote the visibility of UNDP for it work by mentioning UNDP/SDDRC as fund providers in all updates made in sub-sectorial meetings, inter-agency

gatherings and any other forums attended by services. This is to ensure that stakeholders including beneficiaries and local authorities and other development and humanitarian actors are made aware of the work of UNDP in the respective states of intervention.

c) Institutions/organizations/individuals with whom the Service Provider is expected to liaise/interact/collaborate/meet within the course of performing the work

First and foremost, service provider shall at all time work and liaise with the CMC of the community in which the proposed interventions are being implemented. Secondly, server provider shall liaise and maintain good network collaboration with State DDR Commission, relevant government line ministries including ministry of Agriculture, Social Welfare, UN agencies and other NGOs operating in areas where UNDP/SDDRC interventions are being implemented.

d) Roles / extent of participation of entities involved in the management/implementation of the contract

UNDP and SDDRC have already conducted needs assessment/baseline data collection and have worked with the respective communities to identify areas of interventions as per needs ranking made by the communities themselves. The formation and establishment of CMCs was also accomplished in the respective communities.

UNDP will provide technical support both at headquarters and field levels. SDDRC and its state offices shall provide liaison between the project and government/local authorities in regards to awareness and support from government/local stakeholders including facilitation of access to communities and beneficiaries.

Roles of the service provide shall encompass the following among others:

- i. The service provider shall work with and provide guidance to the CMCs to identify beneficiaries of the project based of laid down criteria.
- ii. Upon the identification of beneficiaries, the services provider shall develop workable business plan and fully implement activities in line with contractual obligations while keeping CMCs involved in all stages of implementation.
- iii. Service provider shall ensure to have MOU/Letters of Agreements with the relevant State Ministries to provide any needed training and for the provision of technical assistance at all stages of implementation. This is to guarantee that activities are implemented in line with state standards and to ensure that state line ministries are fully aware of and are involved in all stages of implementation as part of the sustainability strategy of the programme.
- iv. For all livelihood interventions, service provider shall ensure to provide linkages to credit institutions.

- v. Service provider shall ensure to identify existing value chains and entry points into these value chains where project beneficiaries could take advantage of.
- vi. Service provider shall ensure to provide linkages existing extension services and other business development services that may exist in their area of operation which could potentially benefit the project and its beneficiaries.

e) Facility, support personnel, support service, or logistics, that the project will or will not provide

The service provider shall provide the required facility, personnel, support services and other logistics needed for the successful implementation of activities. UNDP/SDDRC or the project shall not at any stage of implementation of activities provide any of these facilities or support services as it is the sole responsibility of the service provider to make them available for the job.

E). DURATION OF THE WORK

a) Expected duration of work and expected date of commencement and full completion

Service provider is expected to delivery services for duration of Six (6) months from the date of signing of contract with UNDP/SDDRC.

b) Estimated lead time for UNDP or Project Implementing Partners to review outputs, give comments, approve or certify acceptance of outputs, etc.

Upon the completion of each milestone, UNDP/SDDRC shall review, verify and endorse delivery made by services before giving clearance to service provider to proceed with the next stage of activity. In the event that the review exercise finds that service provider's output is below the agreed standard, UNDP/SDDRC will request service provider to re-deliver the service in order to close the identified gap.

c) Urgency of the work and consequence/impact of any form of delay in the completion of the work

Service provider shall endeavor to deliver services under strict timeline in accordance with the contract duration that will be spelt out in the contract with UNDP/SDDRC. It is very important that service provider adhere to this time line in order to meet the deadline given by one of the donor countries who wish to see project activities end by February 2016. Failure by service provider to meet timeline requirement for will lead to cancellation of budget allocated to the contract.

F). LOCATION OF WORK

a) Expected location/s where the services will be rendered

Table 5 below provides information about the type of interventions and locations where service provider will implement the project in the two states.

Types of intervention and location

State	Community	Type of Intervention and number of Beneficiaries		Remarks
		Type of Intervention	No of Bene.	
West Kordofan	Muglad	Rain fed agriculture (tractor and agriculture inputs) Agriculture training and extension	200	
		CMC capacity Dev.	15	
		Social Component	30	TOTs
		Training of Hakamas	8	
		Gender Training (Engaging Men)	10	
	Mairam	Rain fed agriculture (tractor and agriculture inputs) Agriculture training and extension	200	Same beneficiaries
		CMC capacity Dev.	15	
		Social Component	30	TOTs
		Training of Hakamas	8	
		Gender Training (Engaging Men)	10	
	Kharasana	Rain fed agriculture (tractor and agriculture inputs) Agriculture training and extension	200	
		CMC capacity Dev.	15	
		Social Component	30	TOTs
		Training of Hakamas	8	
		Gender Training (Engaging Men)	10	
South Kordofan	Albasiya	Integrated Farm, borehole with accessories) Agriculture training and extension	200	
		CMC capacity Dev.	15	
		Social Component	30	TOTs
		Gum Arabic Production	30	
		Gender Training (Engaging Men)	20	
	Abujibayha	Integrated Farm, borehole with accessories) Agriculture training and extension	200	
		CMC capacity Dev.	15	
		Social Component	30	TOTs
		Gum Arabic Production	30	
		Gender Training (Engaging Men)	20	

b) Reporting requirements and frequency

Service provider shall ensure the presence of field staff in all project locations at all times of the contract duration and shall be obliged to provide update and needed information to UNDP/SDDRC as and when needed. Additionally, service provider shall ensure to submit to UNDP/SDDRC, weekly activity update using UNDP reporting format attached to the TOR and milestone/progress report upon completion of each milestone. Final narrative and financial reports shall be generated and submitted to UNDP/SDDRC upon completion of contract.

C). Staffing requirement

Service provider must have the following minimum number of staff and corporate specialization to deliver services to the intended beneficiaries:

- i. One Coordinator at HQ level, who must possess a Master's degree or equivalent in Rural Development, Development Studies, Agriculture, Economics, or any other related field, with minimum of five years of experience in similar or related work.
- ii. One field coordinator based in the field where interventions are implemented, who must possess a Master's degree or equivalent in Rural Development, Development Studies, Agriculture, Economics, or any other related field, with minimum of five years of experience in similar or related work.
- iii. One finance staff dedicated to project activities based either in the field or at service provider's headquarters, who must possess a minimum of first degree Accounting, Business Administration, or any financial related first degree qualification, with minimum of five years of experience in similar or related work.
- iv. Three programme staff based in the field to be directly responsible for implementation of planned activities in the field. Such staff must be holders of a minimum of first degree or equivalent in Rural Development, Development Studies, Agriculture, Economics, or any other related field with minimum of five years of experience in similar or related work.
- v. Any other support staff that may be deemed necessary.
- vi. Special skills / experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation will be an added advantage.

c). Corporate specialization for its staff

Service provider must fulfill the following corporate specialization for its staff: Office space and basic logistics including a functional office, presence of field staff and basic working tools including furniture, computers, vehicles, motorbikes and other logistics in the state where the proposal is submitted to support field activities.

G). SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

a) Cost components that the Proposer must include in the computation of contract price

Annex 7 (Price proposal format) detailing the cost components which the proposer must include in the computation of contract price

The total amount of the contract will be in Sudanese Pound (SDG) and the contract price will be based on milestone achievement to be paid in percentages (%) upon accomplishment of the under-mentioned key outputs/milestone activities:

Sample Schedule of payment

#	Payment	% of Total Contract Value	Duration
1	Milestone 1: Payment for project launching (start-up)	10%	5 days after contract signature
2	Milestone 2: Purchase of materials and equipment (tools and seeds...., etc)	40%	After 2weeks
3	Milestone 3: Operation ,trainings and Capacity building cost	40%	After 6 weeks
4	Milestone 4: Finalization of all remain work including operation, trainings and Capacity building cost, provision of final Financial and Narrative Report	10%	After 10 weeks

ToR for CMCs

Sudan Disarmament, Demobilisation and Reintegration Programme (SDDRP) Terms of Reference for Community Management Committee (CMC)

Composition

The CMC will compose of the following structure:

1. A permanent membership to include traditional leaders, youths, women self-help groups (SHGs) and representatives of ex-combatants.
2. A temporary membership to include NGO implementing partners, State Ministry of Agriculture, State Ministry of Animal Resources, State Ministry of Social Welfare, State Department of Water Cooperation, DDR Commission and any other relevant state department.
3. Where other community development or humanitarian structures exist in a community such as food distribution committee, village development committees, peacebuilding committee, water management committees, CSAC committees, etc, such structures will be merged into the CMC as the overall umbrella organisation representing the interest of the various structures and CMC will have overall responsibility to coordinate all development interventions in the community. Each of the other committees will act as sub-committees to the CMC; each will concentrate on specific development or humanitarian tasks and report to CMC.

Structure

The CMC shall be a mix of men and women chosen by the respective communities with the following structure:

1. An executive body with its head and deputy
2. Treasurer or finance officer
3. Secretary
4. Members

Functions

In general, CMCs shall act as permanent structures in communities endorsed by locality authorities and registered with relevant government entities with the long term goal of facilitating the communities to reduce number of committees and have one platform which could discuss with external actors on any intervention.

CMCs shall also be involved from planning to implementation of all self-help group (SHG) activities and shall monitor and document the progress by themselves through simple formats and inform all stakeholders including the ministries.

CMCs shall perform the following specific functions:

- CMC shall implement its mandate through various sub committees whose responsibilities will be to ensure the achievement of sub sector objectives including conflicts, small arms management, livelihoods etc.

- Provide general oversight of the implementation, monitoring and reporting through the various sub committees.
- Supervise other sub-committees to ensure tasks are performed in accordance with objectives of such sub-committees.
- Sensitize participants on the benefits of all interventions in the community
- Assist self-help groups to develop bi-laws
- Assist self-help groups to open savings accounts with banks in their communities
- Monitor group performance and provide advice on challenges needed
- Assist in linking groups to microfinance, insurance institutions and other opportunists in the area.
- Assist to provide update on market opportunities to self-help groups and other project beneficiaries.
- Assist in providing linkages to different project components within the community
- Making community decisions on project vision, based on community consultations, discussions and hearings.
- Build linkages and establish MoUs with state authorities and other organizations and programmes for sustainability
- Work closely with relevant Government departments and other NGOs/UN agencies operating in the community.
- Register with Ministry of Social Welfare or HAC as legal body with bank account for sustainability and accountability

Reporting

All sub-committees shall report to the Executive management of the CMC or its chairperson monthly and the respective Agencies or organisations that are sponsoring activities being implemented by such sub-committees or SHGs

CMC shall report to the Amir of the community and keep all other stakeholders and concerned development/relief organisations in copy of such report. CMC shall report to the Amir of the community monthly while submitting quarterly summary of activities to the development partners including SDDRC and UNDP.

Meetings

CMC shall meet bi-weekly to discuss progress, challenges and come up with recommendations for improved of all interventions implemented in the community.

Capacity building

To enable the CMC carry out its tasks in the most effective and efficient manner, SDDRP will provide the following capacity-building trainings to its members via NGO implementing partners:

- i. Leadership & team building
- ii. Gender and women empowerment
- iii. Peacebuilding (including conflict management, conflict resolution, conflict prevention and conflict mitigation)
- iv. Natural Resources Management
- v. Civic education and human rights
- vi. HIV/Aids and reproductive health

Section 4: Proposal Submission Form²

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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 :

- 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 [insert: period of validity as indicated in Data Sheet].

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,

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

Proposer Information Form

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

Joint Venture Partner Information Form (if Registered)³

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

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

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

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 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.

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.

Name of project	Client	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

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

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. 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.

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. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

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

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. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
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:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

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

Section 7: Financial Proposal Form

BNS & WNS Price Proposal:

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.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal.

Lot 1: Integrated Farm and Gum Arabic Production (Location: Abasia) South Kordofan State

#	Descriptions	Unit	Quantity (A)	Unit Price (B)	Total Price (SDG) (A+B)
A					
A	Rent of office space	Each			
B	Rent/lease of vehicles	Each			
C	Rent/lease of equipment	Each			
D	Operating cost (e.g., utilities, stationery, fuel, maintenance cost etc.)	Each			
E	Reporting, publication, communication materials	Each			
F	Staff cost (Note: please elaborate for each key personnel, staff proposed in separate lines)	Each			
G	Others, if any, (please elaborate)	Each			
	Sub Total (A)				
B					
i.	Integrated Farm:				
1.0	Agricultural manual tools:				
1.1	Hoe	Each	200		
1.2	Spade	Each	200		
1.3	Sickle	Each	200		
1.4	Rake	Each	200		
2.0	Assorted crop seeds:				
2.1	Mellon (1 pound can)	Can	15		
2.2	Tomato (1 pound can)	Can	10		
2.3	Onion (Kg can)	Can	30		
2.4	Chilly (1 pound can)	Can	10		
2.5	Okra	pound	70		
2.6	Cucumber	kg	10		
2.7	Fruits seedlings (Guava, lemon, orange.. ect)	seedling	150		

2.8	Carrots	kg	10		
2.9	Establishment of nursery site for raising seedlings	item	1		
3.0	Training and Capacity Building:				
3.1	Capacity Building for the agriculture executive committee for 15 persons	item	1		
3.2	Capacity building for the CMC	item	5		
3.3	Small arms & light weapon awareness raising	item	3		
3.4	Gender Training (Engaging Men) for five days	training	1		
4.0	Fencing of the farm (10 fadans):				
4.1	Chain link (10 meter length and 2 meter height)	Roll	85		
4.2	2 inch iron angle (of 6 meter length 3mm thickness)	Each	165		
4.3	barbet wire (of 200 meter roll)	Roll	13		
4.4	Cement(50kg bag)	Bag	25		
4.5	Gravel	m3	6		
4.6	Sand	m3	3		
4.7	Binding wire	kg	15		
4.8	Steel gate of 3m*2 m (the leaves shall be fabricated from steel box pipe 4*8 and the main frame from 6*10 and ex-penda sheet)	item	1		
4.9	6 mm rebar of 6 meter length (to be welded to the iron angles for fixing the chain link)	Each	6		
4.10	Water (sufficient quantity of water for fence cement works)	item	1		
4.11	Welding and fixing the fence cost and labor cost	item	1		
ii.	Gum Arabic Production:				
1.0	Seedlings /nursery production:				
1.1	Production and distribution of seedlings	seedlings	1320		
1.2	Training (seeds selection, storage, tapping collection, sorting, protection and type of tools, etc.).The training will be for 30 persons.	item	1		
2.0	Tools:				
2.1	Hoe	Each	30		
2.2	Axe (small size)	Each	30		
2.3	Sonki	Each	30		
2.4	Shovel	Each	30		
	Sub Total (B)				
	GRAND TOTAL (A+B)				

Lot 2: Integrated Farm and Gum Arabic Production (Location: Abujibiha) South Kordofan State

#	Descriptions	Unit	Quantity (A)	Unit Price (B)	Total Price (SDG) (A+B)
A					
A	Rent of office space	Each			
B	Rent/lease of vehicles	Each			
C	Rent/lease of equipment	Each			
D	Operating cost (e.g., utilities, stationery, fuel, maintenance cost etc.)	Each			
E	Reporting, publication, communication materials	Each			
F	Staff cost (Note: please elaborate for each key personnel, staff proposed in separate lines)	Each			
G	Others, if any, (please elaborate)	Each			
	Sub Total (A)				
B					
i.	Integrated Farm:				
1.0	Agricultural manual tools:				
1.1	Hoe	Each	200		
1.2	Spade	Each	200		
1.3	Sickle	Each	200		
1.4	Rake	Each	200		
2.0	Assorted crop seeds:				
2.1	Mellon (1 pound can)	Can	15		
2.2	Tomato (1 pound can)	Can	10		
2.3	Onion (Kg can)	Can	30		
2.4	Chilly	Can	10		
2.5	Okra	pound	70		
2.6	Cucumber	kg	10		
2.7	Fruits seedlings (Guava, lemon, orange.. ect)	seedling	150		
2.8	Carrots	kg	10		
2.9	Establishment of nursery site for raising seedlings	item	1		
3.0	Training and Capacity Building:				
3.1	Capacity Building for the agriculture executive committee for 15 persons	item	1		
3.2	Capacity building for the CMC	item	5		
3.3	Small arms & light weapon awareness raising	item	3		
3.4	Gender Training (Engaging Men) for five days	training	1		
4.0	Fencing of the farm (10 feddans):				
4.1	Chain link (10 meter length and 2 meter height)	Roll	85		

4.2	2 inch iron angle (of 6 meter length 3mm thickness)	Each	165		
4.3	barbet wire (of 200 meter roll)	Roll	13		
4.4	Cement(50kg bag)	Bag	25		
4.5	Gravel	m3	6		
4.6	Sand	m3	3		
4.7	Binding wire	kg	10		
4.8	Steel gate of 3m*2 m (the leaves shall be fabricated from steel box pipe 4*8 and the main frame from 6*10 and ex-penda sheet)	item	1		
4.9	6 mm rebar of 6 meter length (to be welded to the iron angles for fixing the chain link)	Each	6		
4.10	Water (sufficient quantity of water for fence cement works)	item	1		
4.11	Welding and fixing the fence cost and labor cost	item	1		
ii.	Gum Arabic Production:				
1.0	Seedlings /nursery production:				
1.1	Production and distribution of seedlings	seedlings	1320		
1.2	Training (seeds selection, storage, tapping collection, sorting, protection and type of tools, etc.).The training will be for 30 persons.	item	1		
2.0	Agricultural manual tools:	Each	30		
2.1	Hoe	Each	30		
2.2	Axe (small size)	Each	30		
2.3	Sonki	Each	30		
2.4	Shovel	Each	30		
	Sub Total (B)				
	GRAND TOTAL (A+B)				

Lot 3: Rain-fed Agriculture and Vegetable Production (Location: Mujlad) West Kordofan State

#	Descriptions	Unit	Quantity (A)	Unit Price (B)	Total Price (SDG) (A+B)
A					
A	Rent of office space	Each			
B	Rent/lease of vehicles	Each			
C	Rent/lease of equipment	Each			
D	Operating cost (e.g., utilities, stationery, fuel, maintenance cost etc.)	Each			
E	Reporting, publication, communication materials	Each			
F	Staff cost (Note: please elaborate for each key personnel, staff proposed in separate lines)	Each			

G	Others, if any, (please elaborate)	Each			
	Sub Total (A)				
B					
1.0	Agricultural manual tools:				
1.1	Hoe	Each	200		
1.2	Spade	Each	200		
1.3	Sickle	Each	200		
1.4	Rake	Each	200		
2.0	Assorted seeds:				
2.1	Sesame (200 pound sac)	sack	30		
2.2	Mellon (1 pound can)	can	30		
2.3	Hibiscus (Karkade)	kg	10		
2.4	water melon (1 pound can)	can	40		
2.5	Beans(Lobia)	sack	1		
2.6	Sorghum certified seeds	sack	120		
3.0	Trainings and Capacity Building:				
3.1	Farmers Schools for 200 farmers	Item	1		
3.2	Capacity Building for the agriculture executive committee for 15 persons	Item	1		
3.3	Training in maintenance & operation of water pumps for 20 persons.	Item	1		
3.4	Capacity building for the CMC	training	5		
3.5	Civic Education TOT GBV,HIV/AIDS,SALW, and Roll out for 30 persons	training	3		
3.6	Training of Hakamas in peacebuilding 2 groups of 16 person for 5 days each	training	2		
3.7	Gender Training (Engaging Men) for five days	training	1		
3.8	Field follow up for agriculture project by ministry of agriculture (to continue 6 months after the project period)	item	1		
3.9	Training in simple maintenance & operation of the Tractor.	item	1		
4.0	Registration /license and one year comprehensive Insurance of the one Tractor	item	1		
	Sub Total (B)				
	GRAND TOTAL (A+B)				

Lot 4: Rain-fed Agriculture and Vegetable Production (Location: Mairam) West Kordofan State

#	Description	Unit	Quantity (A)	Unit Price (B)	Total Price (SDG) (A+B)
A					
A	Rent of office space				
B	Rent/lease of vehicles				
C	Rent/lease of equipment				
D	Operating cost (e.g., utilities, stationery, fuel, maintenance cost etc.)				
E	Reporting, publication, communication materials				
F	Staff cost (Note: please elaborate for each key personnel, staff proposed in separate lines)				
G	Others, if any, (please elaborate)				
	Sub Total (A)				
B					
i.	Rain-fed Agriculture and Vegetable Production:				
1.0	Agricultural manual tools:				
1.1	Hoe	Each	200		
1.2	Spade	Each	200		
1.3	Sickle	Each	200		
1.4	Rake	Each	200		
2.0	Assorted seeds:				
2.1	Sesame (200 pound)	sack	30		
2.2	Mellon (1 pound can)	can	30		
2.3	Hibiscus (Karkade)	kg	10		
2.4	water melon	can	40		
2.5	Beans(Lobia)	sack	1		
2.6	Sorghum certified seeds	sack	120		
3.0	Trainings and Capacity Building:				
3.1	Farmers Schools for 200 farmers	item	1		
3.2	Capacity Building for the agriculture executive committee for 15 persons	item	1		
3.3	Training in maintenance & operation of water pumps for 20 persons.	item	1		
3.4	Capacity building for the CMC	training	5		
3.5	Civic Education TOT GBV,HIV/AIDS,SALW, and Roll out for 30 persons	training	3		
3.6	Training of Hakamas in peacebuilding 2 groups of 16 person for 5 days each	training	2		

3.7	Gender Training (Engaging Men) for five days	training	1		
3.8	Field follow up for agriculture project by ministry of agriculture (to continue 6 months after the project period)	Item	1		
3.9	Training in simple maintenance & operation of the Tractor.	Item	1		
4.0	Registration /license and one year comprehensive Insurance of the one Tractor	Item	1		
	Sub Total (B)				
	GRAND TOTAL (A+B)				

Lot 5: Rain-fed Agriculture and Vegetable Production (Location: Kharasana) West Kordofan State

#	Description	Unit	Quantity (A)	Unit Price (B)	Total Price (SDG) (A+B)
A					
A	Rent of office space				
B	Rent/lease of vehicles				
C	Rent/lease of equipment				
D	Operating cost (e.g., utilities, stationery, fuel, maintenance cost etc.)				
E	Reporting, publication, communication materials				
F	Staff cost (Note: please elaborate for each key personnel, staff proposed in separate lines)				
G	Others, if any, (please elaborate)				
	Sub Total (A)				
B					
1.0	Agricultural manual tools:				
1.1	Hoe	Each	200		
1.2	Spade	Each	200		
1.3	Sickle	Each	200		
1.4	Rake	Each	200		
2.0	Assorted seeds:				
2.1	Sesame (200 pound)	sack	30		
2.2	Mellon (1 pound can)	can	30		
2.3	Hibiscus (Karkade)	kg	10		
2.4	water melon (1 pound can)	can	40		
2.5	Beans(Lobia)	sack	1		
2.6	Sorghum certified seeds	sack	120		
3.0	Trainings and Capacity Building:				
3.1	Farmers Schools for 200 farmers	item	1		

3.2	Capacity Building for the agriculture executive committee for 15 persons	item	1		
3.3	Training in maintenance & operation of water pumps for 20 persons.	item	1		
3.4	Capacity building for the CMC	training	5		
3.5	Civic Education TOT GBV,HIV/AIDS,SALW, and Roll out for 30 persons	training	3		
3.6	Training of Hakamas in peacebuilding 2 groups of 16 person for 5 days each	training	2		
3.7	Gender Training (Engaging Men) for five days	training	1		
3.8	Field follow up for agriculture project by ministry of agriculture (to continue 6 months after the project period)	item	1		
3.9	Training in simple maintenance & operation of the Tractor.	item	1		
4.0	Registration /license and one year comprehensive Insurance of the one Tractor	item	1		
	Sub Total (B)				
	GRAND TOTAL (A+B)				

Section 8: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

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:

Name Specialization Nationality Period of service

....
....

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.
