## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: May 24, 2016

Title:	Research on the impact of volunteerism in preventing violence and building peace in the Caribbean
Country:	Trinidad and Tobago and Jamaica
Type of Contract:	Individual Contract
Duration of contract:	10 weeks

Proposal should be submitted by email to: <u>adquisiciones.rclac@undp.org</u> no later than June 6, 2016, until 23:59 (UTC/GMT -5, Time of the Republic of Panama) with Subject line: 5967 RSC 2016 Research on the impact of volunteerism in preventing violence and building peace in the Caribbean

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail indicated above, **three working days** before the closing date. RSC LAC will post the Clarifying note online, including an explanation of the query without identifying the source of inquiry to all consultants.

# 1. BACKGROUND, SUMMARY OF KEY FUNCTIONS, KEY RESULTS EXPECTED, COMPETENCIES AND QUALIFICATIONS.

For detailed information, please refer to Annex 1 – Terms of Reference

### 2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

Interested individual consultants must submit the following documents (in PDF format) duly signed to demonstrate their qualifications:

**2.1 Financial proposal**: (Mandatory) The standard <u>Letter of Confirmation of Interest and</u> <u>Availability</u> supported by a breakdown of costs, which you must complete, sign and submit to UNDP (Annex 2).

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

<u>Travel</u>; For detailed information, please refer to Annex 1 – Terms of Reference (The financial proposal must include the cost related to the field missions to at least one trip to each country (Jamaica and Trinidad and Tobago))

**2.2** <u>P11 form</u> Including past experience in similar projects and at least 3 professional references (email, phone number).

2.3 Beneficiary: Personal information as name, address, ID, phone number of a beneficiary in case

of death during the consultancy. Documents to certify this info will be required in case you were selected for the consultancy.

## 2.4 CV (optional)

## Take note: Email size should not exceed 4 MB.

## 4. EVALUATION

Individual consultants will be evaluated based on the following methodology:

#### Cumulative analysis

When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

\* Technical Criteria weight; 70 %

\* Financial Criteria weight; 30%

Offerors who reach a minimum of 70 points and, achieve the 3 highest scores after evaluation of technical criteria (items of Evaluation Matrix), will be considered RESPONSIVE and will continue for interview and for the final stage of financial evaluation of proposals.

Please see Annex 4, for detailed explanation of the Evaluation Matrix

### <u>ANNEXES</u>

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- OFFEROR'S LETTER TO UNDP

ANNEX 3- MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL CONDITIONS OF CONTRACT

ANNEX 4- EVALUATION CRITERIA

## UNITED NATIONS DEVELOPMENT PROGRAMME

## TERMS OF REFERENCE

## **CLUSTER:** REGIONAL OFFICE UNV

#### I. GENERAL INFORMATION ABOUT THE CONSULTANCY

Title: Research on the impact of volunteerism in preventing violence and building peace in the Caribbean

**Project**: Seed-funding for a Volunteer Network for Peace and Citizen Security in Central America and the Caribbean

Type of Contract: Individual (IC)

Direct Supervisor: UNV Regional Specialist on Peace and Citizen Security

Place: Trinidad and Tobago and Jamaica

Duration: 10 weeks

### II. BACKGROUND

#### **Context**

In the framework of the 2014-2017 UNV Strategic Framework<sup>1</sup> and under its Global Peacebuilding Programme, UNV is interested in systematizing experiences of volunteerism as catalyzers for violent conflict prevention, disarmament and peace building. UNV is aiming at capturing the role and added-value of volunteerism in peace and security, and in drawing recommendation for the development of a subregional network of volunteerism for peace and citizen security.

#### **United Nations Volunteers**

The United Nations Volunteers (UNV) programme is the UN organization that contributes to peace and development through volunteerism worldwide.

Volunteerism is a powerful means of engaging people in tackling development challenges, and it can transform the pace and nature of development. Volunteerism benefits both society at large and the individual volunteer by strengthening trust, solidarity and reciprocity among citizens, and by purposefully creating opportunities for participation.

UNV contributes to peace and development by advocating for recognition of volunteers, working with partners to integrate volunteerism into development programming, and mobilizing an increasing number and diversity of

<sup>&</sup>lt;sup>1</sup> For more information on the 2014-2017 Strategic Framework: <u>http://www.unv.org/about-us/strategy.html</u>

volunteers, including experienced UN Volunteers, throughout the world. UNV embraces volunteerism as universal and inclusive, and recognizes volunteerism in its diversity as well as the values that sustain it: free will, commitment, engagement and solidarity.

Based in Bonn, Germany, UNV is active in around 140 countries every year. UNV, with Field Units in 86 countries, is represented worldwide through the offices of the United Nations Development Programme (UNDP) and reports to the UNDP Executive Board.

For more information: <u>http://www.unv.org/</u>

## **Background and justification**

While Latin America and the Caribbean (LAC) is a middle-income region that has been through its highest economic growth period since the 1960s, 38% of the total population are still vulnerable and risk sliding back into poverty. Inequality remains a key problem where women, youth, indigenous peoples, afro-descendants and rural populations are disproportionally affected.

In addition, according to the United Nations Office on Drugs and Crime's (UNODC) released 2013 Global Study on Homicides<sup>2</sup>, LAC is one of the most violent regions in the world. When measured by homicide rate, 14 of the 20 most dangerous countries in the world and roughly 33% of the world's homicides occur in the LAC region, home to just 8% of the global population<sup>3</sup>.

The dynamics and causes of conflicts and violence are very diverse: the Caribbean (Trinidad Tobago and Jamaica in a higher number), are dealing with human trafficking and unequal distribution of incomes, unemployment and under-employment, low productivity and low personal income leading to high numbers of migrations and associated humanitarian impact to population.

Some of the critical areas in the region are in affected conflict zones and exhibit high levels of violence and criminality, large numbers of injuries caused by firearms, physical and sexual abuse, torture, extortion, kidnappings, forced recruitment, confinement, invisible borders, a population in fear of violent death or crime, lack of state rule, corruption and impunity, limited access to health and other basic services, and limited access to protection and justice. Some of the population are forced into displacement to escape threats and violence, moving within the state, requesting asylum, or resorting to irregular migration. In front of these tremendous grievances and social fragmentation, volunteerism and Volunteer Involving Organizations (VIO) have played an integral part in strengthening citizen security initiatives, dialogue processes, community violence reduction and local conflict resolution mechanisms. There is now a momentum in recognizing their role in preventing violence, and in support them to pursue the Goal 16 in promoting just, peaceful and inclusive societies of the Sustainable Development Goal on Peace and Justice defined by the United Nations in the Post-2015 Development Agenda.

The present consultancy aims at building solid knowledge on existing VIOs and volunteering initiatives in the Caribbean, in understanding and capturing the added-value and role of volunteerism towards violence prevention, disarmament, conflict transformation and peace building. The research will shed light on the viability and recommendations for a regional network on peace and citizen security and volunteerism in the subregion of the Caribbean, in particular looking forward to provide responses to:

a) How volunteerism is contributing towards violence prevention and the promotion of peace? A first part of the research will concentrate in mapping and identifying the different actors in the targeted countries that are actively working towards violence prevention and peace consolidation. In particular,

 $<sup>^{2}\</sup> http://www.unodc.org/documents/gsh/pdfs/2014\_GLOBAL\_HOMICIDE\_BOOK\_web.pdf$ 

<sup>&</sup>lt;sup>3</sup> Data collected by the Homicide monitor of the Igarapé Institute. http://www.igarape.org.br/en/homicide-monitor/

the mapping will reflect the VIOs with a special focus on women and youth organizations. In addition, the research will collect data (quantitative and qualitative with sex-disaggregated data) of (i) initiatives, strategies, projects and programmes undertaken at community level and in process towards violence prevention and peace; (ii) role and added-value of volunteerism in preventing violence, transforming conflict, disarmament and building peace.

# b) What is recommended to strengthen the VIOs and their impact towards violence prevention and the promotion of peace?

After identifying the VIOs, their initiatives and their role in violence prevention and peace promotion, the research will assess the needs and gaps in these areas, extracting guidelines on key trends in the Caribbean and developing the recommendations on the feasibility of the development of a volunteer network in the Caribbean (including gender and potential resource mobilization).

## III. OBJECTIVE

### **General Objective**

To build knowledge on the role and added-value of volunteerism in preventing violence and building peace in the Caribbean (Jamaica and Trinidad and Tobago).

### Specific Objectives:

- To map the VIOs (with special focus on women and youth mobilization) and volunteers' infrastructures for peace and security in the Caribbean (Jamaica and Trinidad and Tobago);
- To document the role and added-value of volunteerism in preventing violence, disarmament, transforming conflict and building peace;
- To draw recommendations on volunteerism, peace and security in the Caribbean;
- To build partnerships with relevant stakeholders for the development of a volunteer network in the Caribbean.

## IV. SCOPE OF THE WORK

The consultant will carry out his/her task in a consultative manner with the technical project team in UNV Regional Office (Panama), HQ in Bonn, UNV Field Units and other stakeholders at the regional and national levels. He/she will be working under the supervision of the Regional Manager and the Regional Peace and Citizen Security Specialist (based in Panama) to ensure the following results:

- <u>To identify and map VIOs</u> (VIOs with special focus on women and youth mobilization) and volunteers' infrastructures for peace and security in the Caribbean (Jamaica and Trinidad and Tobago);
- <u>To identify and document initiatives</u>, projects, strategies and approaches undertaken at community level and in process towards the prevention of violence (structural, cultural and direct), the promotion of peace and citizen security, disarmament and conflict transformation by VIO;
- <u>To document role and added-value</u> of volunteerism in preventing violence, disarmament, transforming conflict and building peace;
- <u>To develop a report</u> including (a) a study on needs assessment in terms of volunteering for peace and violence prevention, (b) guidelines on key trends in the Caribbean and (c) recommendations on the feasibility of the development of a volunteer network in the Caribbean (including gender and potential resource mobilization);
- <u>To present the outcomes</u> of the research during a workshop (modality to be defined between on-side and online) to key stakeholders identified (including the VIO) and potential donors;
- <u>To build partnerships</u> with specific working sessions during the workshop for the assessment of the

creation of a volunteer network on peace and citizen security;

• <u>To develop the Project document</u> based on inputs and recommendations collected from main stakeholders during research, field missions and workshop.

## V. EXPECTED RESULTS AND KEY DELIVERABLES

- Extensive research report on the role and added-value of volunteerism in preventing violence, transforming conflict, disarmament and building peace in the Caribbean (Jamaica and Trinidad and Tobago), including the mapping of relevant VIOs in those themes and geographical areas and their initiatives documented and recommendations on the feasibility of a volunteer network in the Caribbean;
- One workshop conducted to present the research report to partners and donors (modality to be agreed between Regional Office and consultant, either on-side or online);
- Project document for the development of a larger programme on peace, citizen security and volunteerism based on inputs, recommendations and partnership building efforts with partners and donors;

Key deliverables should be presented in English.

#### **Calendar – Specific Deliverables**

No	Description of product/key deliverable	Period	Review and Approval Required
1	Internal situation analysis, review of background documents and approved plan for the consultancy (work plan and timetable)	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
2	Zero draft of the research report on the role and added- value of volunteerism in preventing violence, disarmament, transforming conflict and building peace in the Caribbean (focus on Jamaica and Trinidad and Tobago), including field work	3 weeks	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
3	Final draft of the research report	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
4	Zero draft of the documents related to facilitation of the workshop	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
5	Facilitation of the workshop (modality to be decided, online or on-site)	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
6	Zero draft of the project document	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
7	Final draft of the project document	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)
8	Presentation and discussion of key deliverables with supervisor	1 week	Regional Peace and Citizen Security Specialist, Romeral Ortiz Quintilla in coordination with Field Unit for the Caribbean and regional manager (UNV)

The assigned supervisor by UNDP/UNV will review the products presented by the consultant. The designated Unit personnel will inform the observations that may exist within approximately 10 working days after receipt of the products. The incorporation or changes must be made within UNDP / UNV deadlines and agreed in writing with the consultant.

Payments to the consultant are subject to approval and written acceptance of the products and the final report by the immediate supervisor by using the form named "Certificate of Payment" to be presented by the consultant.

## VII. CONSULTANCY PAYMENT

The following payments upon delivery of the specified products per activity shall be performed to the satisfaction of UNV. The final payment will be subject to the presentation of the final report, presentation of the results in a workshop and presentation of the project document to the satisfaction of UNV and presentation of the final

Description of the product/ key deliverable	% of Consultancy payment	Approximate Date of Delivery
1. Internal situation analysis, review of background documents and approved plan for the consultancy (work plan and timetable)	10 %	One week upon signature of the contract
2. Final draft of the research report	30 %	5 weeks from beginning of the contract
3. Facilitation of the workshop	20 %	7 weeks from beginning of the contract
4. Final draft of the project document and presentation and discussion of key deliverables with supervisor	40 %	10 weeks from beginning of the contract

invoice by the consultant, in addition to evaluating the consultancy performance by UNV.

### **VIII. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

## Competencies

- At least three years of professional work in the area of violence prevention, disarmament, conflict transformation and/or peace building. Desirable in LAC region;
- At least three years of professional work in volunteerism/citizens' participation and engagement (preferably at local and community levels). Desirable with women and youth mobilization in LAC region;
- At least three years of experience in producing knowledge documents, including in leading in the methodology phase in research projects on peace and conflict and/or volunteerism: At least one knowledge product developed and published as (co-)author with responsibility and participation in the methodology phase.

Others:

- Strong analytical capacity and experience in capacity and experience in identification and assessment of needs, strategies, approaches and recommendations to peace promotion;
- Excellent report writing and fully proficient computer skills;

- Proven communication, partnerships building and interpersonal skills;
- Highly motivated self-starter who takes direction well, but also works independently;
- Desirable: to be living in the Caribbean or close by.

## Qualifications

An advanced degree in in social sciences, development studies, anthropology, sociology, peace and conflict studies or related field, or first degree with a relevant combination of professional and academic qualifications.

## Language Requirements

Fluency in English is an absolute requirement.

## IX. DURATION

10 weeks

## X. SUPERVISION

- The technical, administrative and logistical aspects of the consultancy will be supervised by the UNV regional specialist in peace and citizen security in collaboration with the Programme Officer at the UNV Field Unit in Trinidad and Tobago (sub-hub for the Caribbean);
- The Consultant will not be an official from the UN and will perform activities related to the consultancy in his/her own workspace as agreed in the work plan;
- Regular on-line meetings will be established with the country or regional offices.
- For the proper development of the consultancy, the supervision will provide to the consultant the relevant inputs required and all available information.
- It is the responsibility of the consultant to obtain primary and secondary information from other sources, if relevant.
- The consultant will keep permanent coordination with the supervision for effective implementation and development of ordered products and deliverables from this consultancy, as well as provide information as requested under the terms of reference.

## XI. PLANNED WORKPLACES AND TRAVEL

The financial proposal must include the cost related to the field missions to at least one trip to each country (Jamaica and Trinidad and Tobago).

## **XII. OBLIGATIONS**

The selected consultant has the obligation to:

1. To be granted with the security permissions to travel to the countries where their services are required, before any trip. These permits can be obtained through www.undss.org

2. To have a signed contract by UNDP/UNV and the expert before starting the consultancy and before undertaking any trip. If you make the professional tour and start work without having signed the contract, the work will be at the risk of the professional.

3. All deliverables produced and information gathered by the expert are the property of UNDP/UNV. For the use of all or part of the documents for another consultancy, you must obtained a written permission from the UNDP/UNV.

## Annex 2

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## OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date \_\_\_\_\_

(Name of Resident Representative/Bureau Director) United Nations Development Programme (Specify complete office address)

Dear Sir/Madam :

I hereby declare that :

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [delete this item if the TOR does not require submission of this document];
- e)

hereby propose to complete the services based on the following payment rate : [pls. check the box corresponding to the preferred option]:

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An all-inclusive daily fee of [*state amount in words and in numbers indicating currency*]

A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.

f)

or your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;

g)

recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

h)

his offer shall remain valid for a total period of	days [ <i>minimum of 90 days</i> ] after
the submission deadline;	

i)

confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];

#### j)

f I am selected for this assignment, I shall [pls. check the appropriate box]:

Sign an Individual Contract with UNDP;

Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

#### k)

hereby confirm that [check all that applies]:

At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

I am currently engaged with UNDP and/or other entities for the following work :

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal :

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

I)

fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I 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 selection process.

m)

f you are a former staff member of the United Nations recently separated, pls. add this

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<u>section to your letter</u>. I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

n)

also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed:

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## Annexes [pls. check all that applies]:

- CV or Duly signed P11 Form
- Brief Description of Approach to Work (Methodology)
- Commodities Article of Offeror's Authorship.

Beneficiary

## A. Breakdown of Cost by Deliverables\*

<b>Deliverables</b> [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
1. Internal situation analysis, review of background documents and approved plan for the consultancy (work plan and timetable)	10 %	
2. Final draft of the research report	30 %	
3. Facilitation of the workshop	20 %	
4. Final draft of the project document and presentation and discussion of key deliverables with supervisor	40 %	
Total	100%	USD



#### UNITED NATIONS DEVELOPMENT PROGRAMME

## Contract for the services of an Individual Contractor

No\_\_\_\_\_

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as "UNDP") and \_\_\_\_\_\_

(hereinafter referred to as "the Individual Contractor") whose address is

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

#### 1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): \_\_\_\_\_\_\_.

### 2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as <u>Annex II</u>.

#### 3. Consideration

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

<sup>&</sup>lt;sup>4</sup> For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.



Empowered lives. Resilient nations.

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

## 4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

## 5. Beneficiary

The Individual Contractor selects \_\_\_\_\_\_ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations



Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

□ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER: United Nations Development Programme	INDIVIDUAL CONTRACTOR:		
Name;	Name;		
Signature;	Signature;		
Date;	Date;		



#### UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

#### **1. LEGAL STATUS**

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Individual Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

#### 2. STANDARDS OF CONDUCT

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor's performance under the Individual Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Individual Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Individual Contract. In the performance of the Individual Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin. The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.



#### 3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Individual Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Individual Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear. 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, knowhow or documents and other materials which the Individual contractor has developed for UNDP under the Individual 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 Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Individual Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Individual Contract shall be the property of UNDP, shall be made available for use or inspection by 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 Individual Contract.

#### 4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Individual Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such



disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be recluded 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. These obligations and restrictions of confidentiality shall be effective during the term of the Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual Contract.

#### 5. TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, a n d upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy car e when by air. UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized. In the event of the death, injury or illness of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

#### 6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licenses or other forms of Individual Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

#### 7. SUBCONTRACTORS

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Individual Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed sub contractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Individual Contract. The Individual contractor shall be



solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Individual Contract.

#### 8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

#### 9. INDEMNIFICATION

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Individual Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor , or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Individual Contract, which give rise to legal liability to anyone not a party to the Individual Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

#### **10. INSURANCE**

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Individual Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Individual Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Individual Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Individual Contract.

#### **11. ENCUMBRANCES AND LIENS**

The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Individual Contract, or by reason of any other claim or demand against the Individual contractor.

#### **12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if



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the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Individual Contract. If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Individual Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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 Individual Contract.

#### **13. TERMINATION**

Either party may terminate the Individual Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Individual Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments. liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared



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insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract. In the event of any termination of the Individual Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Individual Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Individual Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest. In the event of any termination of the Individual Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

#### **14. NON-EXCLUSIVITY**

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Individual Contract, from any other source at any time.

#### **15. TAXATION**

Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

#### **16. AUDIT AND INVESTIGATION**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts



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shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract. The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Individual Contract. The Individual 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 Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, postpayment audits or investigations carried out by UNDP hereunder.

#### **17. SETTLEMENT OF DISPUTES**

Amicable Settlement: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Individual 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing. Arbitration: Any dispute, controversy or claim between the parties arising out of the Individual Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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.

#### **18. LIMITATION ON ACTIONS:**

Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three years after the cause of action has accrued. The



Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Individual Contract, the cause of action accrues when such time of future performance actually begins.

#### **19. PRIVILEGES AND IMMUNITIES**

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



#### **EVALUATION CRITERIA**

	CRITERIA	Top Score	%
TECHNICAL CRITERIA	PRELIMINARY REVIEW: Verification of required documents: Financial Proposal and Letter of Interest dully signed, P11 Form, Beneficiary, CV (optional), Revision and verification of UNDP Vendors Suspended database.	MEETS / DOES NOT MEET	70 %
	A. EDUCATION	20 %	
	A master degree in social sciences, development studies, anthropology, sociology, peace and conflict studies or related field, or first degree with a relevant combination of professional and academic qualifications.	20 %	
	B. EXPERIENCE	50 %	
	At least three years of professional work in the area of violence prevention, disarmament, conflict transformation and/or peace building. Desirable in LAC region.	20 %	
	At least three years of professional work in volunteerism/citizens' participation and engagement (preferably at local and community levels). Desirable with women and youth mobilization in LAC region.	15 %	
	At least three years of experience in producing knowledge documents, including in leading in the methodology phase in research projects on peace and conflict and/or volunteerism: At least one knowledge product developed and published as (co-)author with responsibility and participation in the methodology phase.	15 %	
FINANCIAL PROPOSAL		30%	30%

\* Offerors who reach a minimum of 70 points and achieve the 3 highest scores after evaluation of technical criteria (items A, B, C, D of Evaluation Matrix), will be considered RESPONSIVE and will continue for interview and for the final stage of financial evaluation of proposals.

## **EVALUATION OF THE FINANCIAL PROPOSAL**

In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. A suggested formula is as follows:

 $p = y (\mu/z)$ 

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

 $\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated