



## **REQUEST FOR PROPOSAL (RFP) (Baseline Perception Survey for the Stabilization Facility for Libya)**

NAME & ADDRESS OF FIRM	DATE: July 28, 2016
	REFERENCE: RFP/UNDP/7-01

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Baseline Perception Survey for the Stabilization Facility for Libya.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Sunday, August 07, 2016** and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
**Residence les Ambassadeurs Bloc A, 4th floor, Cite les Pins Iac II Tunis, Tunisia**  
***Attn: Procurement Unit, UNDP Libya***  
Procurement.ly@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**Ermira Basha**

*Operations/HR Specialist, UNDP Libya*  
7/28/2016

## Description of Requirements

<b>Context of the Requirement</b>	<b>Baseline Perception Survey for the Stabilization Facility for Libya</b>
Implementing Partner of UNDP	N/A
Brief Description of the Required Services <sup>1</sup>	Please see Annex 2 the TOR (Terms of Reference)
List and Description of Expected Outputs to be Delivered	Please see information in TOR
Person to Supervise the Work/Performance of the Service Provider	<i>Sanna Tasala, Project Manager a.i., Stabilization Facility for Libya</i>
Frequency of Reporting	Please see information in TOR
Progress Reporting Requirements	Please see information in TOR
Location of work	Please see information in TOR
Expected duration of work	45 days
Target start date	12 August 2016
Latest completion date	45 days from the issuance of contract
Travels Expected	As per TOR
Special Security Requirements	Please see information in TOR
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please see information in TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms <sup>3</sup>	As per the payment schedule
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager a.i.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm -30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan - 40% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel -30%  <p><b><u>Financial Proposal (30%)</u></b></p> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	<p>A full proposal should be submitted electronically with proof of postage dated prior to the deadline. The <b>financial offer</b> should be provided separately to the technical proposal. The financial proposal should be password protected and the password should not be sent to UNDP unless requested by UNDP if the proposal is deemed technically qualified. You will have 24 hours to respond to the request for password from UNDP.</p> <p><input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:procurement.ly@undp.org">procurement.ly@undp.org</a></p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format: PDF files only, password protected</p> <p><input checked="" type="checkbox"/> Password must not be provided before officially requested by UNDP</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</p> <p><input checked="" type="checkbox"/> Max. No. of transmissions: 5 (five) for technical proposal and 1 (one) for financial proposal</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one)</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Technical Proposal: “Baseline Perception Survey for the Stabilization Facility for Libya”</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Financial Proposal: “Financial Proposal for Baseline Perception Survey for the Stabilization Facility for Libya ”</p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup>
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p>Saqib Aziz, Procurement Analyst, <a href="mailto:saqib.aziz@undp.org">saqib.aziz@undp.org</a> and Sanna Tasala, Project Manager a.i., <a href="mailto:Sanna.tasala@undp.org">Sanna.tasala@undp.org</a></p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Pre – Bid meeting	Not required

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

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Required Documents that must be submitted to Establish Eligibility of Proposers</p>	<p>a) <b>Company Profile</b>, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.</p> <p>b) <b>Certificate of Registration of the business</b>, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. International Bidders must provide proof of registration to operate in Libya or Registration of Libyan Partner organization/company with whom the implementation of the contract will be carried out.</p> <p>If the bidder is a Joint Venture (JV) or a Consortium, provide legal agreement to that effect and documents required in (a) and (b) should be separately provided for all other requirements in (c) to (g) must be delineated by those that were undertaken together by the partners and individually. Further, the proposal should indicate who is the lead entity in the JV/Consortium;</p> <p>c) <b>Past relevant contracts</b> indicating Client name, duration of the contract, value of the contract and brief description of outputs delivered by the bidder in the past three years</p> <p>d) <b>At least three references letters</b> from the three top clients (in terms of contract value) which was executed within the past three years</p> <p>e) <b>Latest Audited Financial Statement</b> (Income Statement and Balance Sheet) including Auditor's Report for the past 2 (two) years (2015-2014)</p> <p>f) <b>List of Bank References</b> (Name of Bank, Location, Contact Person and Contact Details)</p> <p>g) 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.</p> <p>h) Structure of the proposed team; Names and relevant positions of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc. <b><i>(Mandatory submission requirement with the initial proposal; proposal will be rejected if not presented);</i></b></p>
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		i) Detailed breakdown of Proposed implementation timeline <b><i>(Mandatory submission requirement with the initial proposal; proposal will be rejected if not presented);</i></b>  j) Written confirmation from each personnel that they are available for the entire duration of the contract	
Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	210
2.	Proposed Methodology, Approach and Implementation Plan	40%	280
3.	Management Structure and Key Personnel	30%	210
	Total		700

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	- Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	20
1.2	General Organizational Capability which is likely to affect implementation - Financial stability -15 - loose consortium, holding company or one firm -15 - age/size of the firm -10 - strength of project management support -15 -	55
1.3	- Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Relevance of: - Specialized Knowledge (conducting interviews, collecting data, analyzing data and for purposes of baseline surveys) (35 points) - Successful Examples of experience with similar programmes / projects (Baseline/perception surveys) (35 points) - Experience with projects in the Middle East Region (25 points) - Experience / Expertise in Libya ( 25 points)	120
		<b>210</b>

Technical Proposal Evaluation Form 2	Points Obtainable
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Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		30
2.2	Have the important aspects of the task been addressed in sufficient detail?		35
2.3	Are the different components of the project adequately weight relative to one another?		40
2.4	Is the conceptual framework adopted appropriate for the task		55
2.5	Is the Scope of task well defined and does it correspond to the TOR		60
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		60
			<b>280</b>

  

Technical Proposal Evaluation Form 3			Points Obtainable
<b>Management Structure and Key Personnel</b>			
3.1	<b>Team Leader (International)</b>		80
		Sub-Score	
	General Qualification		70
	Suitability for the Project		
	- Qualification requirement	15	
	- Required number of experience	15	
	- International Experience	10	
	- Conducting Baseline/perception surveys Experience	20	
	- Knowledge of the region	10	
	- Language Qualifications	10	
		<b>80</b>	
3.2	<b>Deputy Team Leader-National</b>		70
		Sub-Score	
	General Qualification		60
	Suitability for the Project		
	- Qualification requirement	15	
	- Required number of experience	15	
	- Conducting Baseline/perception surveys Experience	20	
	- Knowledge of the region	10	
	- Language Qualifications	10	
		<b>70</b>	
3.3	<b>Coordinator-National</b>		60
		Sub-Score	
	General Qualification		50
	Suitability for the Project		
	- Qualification requirement	15	
	- Required number of experience	15	
	- Coordination Experience	10	
	- Knowledge of the region	10	
	- Language Qualifications	10	
		<b>60</b>	



Technical Proposal Evaluation Form 3			Points Obtainable
	<b>Total Part 3</b>		210

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## Financial Evaluation:

### **Rating of Technical Proposal (TP)\***

TP Rating: Technical marks obtained by the offer  $\times$  70%

### **Rating of Financial Proposal (FP)**

FP Rating: (Lowest Priced Offer/Price of Offer Being Reviewed)  $\times$  30%

### **Total Combined and Final Rating of the Proposal**

TP Rating + FP Rating

\* financial evaluation will be done for the companies scoring minimum 490 marks on technical evaluation.

## TERMS OF REFERENCES

### **Baseline Perception Survey for the Stabilization Facility for Libya**

#### **1. BACKGROUND**

The Stabilization Facility for Libya aims to bridge the critical period of transition from initial period of humanitarian relief towards mid- and long-term structural and sector-specific support. It will include time bound quick interventions at the municipality level that seek to enhance the legitimacy of the GNA within the Libyan population through provision of concrete improvements and peace dividends at the community level through rehabilitation of critical infrastructure, building the capacity of local authorities to address the needs of their population, and enhancing local mediation and conflict resolution capacities and processes. The Stabilization Facility will be Libyan led, with the Prime Minister or his representative chairing the board jointly with the Deputy Special Representative of the Secretary General, and the activities being implemented in cooperation with Libyan local authorities. The stabilization activities will be guided by quick needs assessments and consultations with local authorities and other relevant local stakeholders, such as civil society organizations. The Facility will be initially limited to specific localities depending on available funding, but must be scalable to encompass the entire state territory.

#### Programme Outputs

*Output 1. Light infrastructure destroyed by conflict rehabilitated and recovery of critical businesses supported*

The direct infrastructure damages caused by the conflict in Libya have led to destruction of water facilities, roads, police stations, clinics and schools in Libya, negatively affecting basic service delivery and in some instances causing a dire situation where no functioning school or hospital is available to citizens. The project will finance undertaking of light repairs of key public infrastructure including clinics, police stations, water facilities, power grids, government buildings and access roads. It will also be used to finance rubble removal and waste collection. The activities will include the rehabilitation of critical businesses that were destroyed by the conflict and have an impact on the whole community, such as bakeries in places where they were destroyed and communities are forced to bring bread from elsewhere. Finally, key equipment will be provided to municipalities and critical businesses to enable the proper recovery of the services (for example generators in cases of lack of power supply).

UNDP will undertake rehabilitation of light infrastructure and critical businesses destroyed by conflict in East, West and South Libya.

The project will support the following types of infrastructure rehabilitation:

- key public infrastructure including clinics, hospitals, schools and police stations and government buildings;
- rehabilitation of waste water treatment facilities, and water networks;
- rehabilitation of power stations, electricity networks, power grids and other destroyed electricity infrastructure;
- Rehabilitation of roads and bridges;
- Rehabilitation of small businesses that are critical to the community (e.g. bakeries)

UNDP will also require provision of equipment that will complement the works, including:

- Provision of equipment including alternative electricity sources.

- Provision of equipment to small businesses being rehabilitated.

#### *Output 2. Immediate capacity boost to municipalities provided*

The mounting needs for rehabilitation and recovery of critical infrastructure in the conflict affected areas of Libya, combined with the limited ability for municipalities to take charge of stabilization of their municipalities due to budgetary, human resource and other constraints, calls for immediate support to municipalities. This requires improved interaction between the central government and the Libyan municipalities and local authorities. It also calls for strengthening the municipality technical capacity to follow and monitor the stabilization activities within the quick implementation period.

This output will be used to finance technical support to municipalities, boosting their capacity to cope with the challenges arising during stabilization period. The intention is to recruit and deploy technical experts to support local authorities to monitor the stabilization activities, as well as supporting inclusive and participatory prioritization processes, related coordination, planning, implementation, and monitoring jointly with the relevant line ministries. It will also mean deploying engineers to monitor the infrastructure works taking place in the municipality.

#### *Output 3. Local conflict analysis, facilitation and mediation capacity strengthened*

The conflict in Libya has had a destructive impact on social cohesion within the Libyan society, and the localized fighting is leading to an ever deepening disintegration of the society. At the time of transition, dialogue between the central government and local authorities will be crucial. In the past, conflict resolution in Libya was largely retroactive mitigation of escalation of conflicts by tribal and other traditional leaders. Moving towards a modern state, municipal and other local authorities will need to learn to play a key role in mediation and more preventative conflict resolution.

The activities under this output will contribute to the initial stabilization efforts at the community level and will start paving the way for a new culture wherein conflicts are negotiated more peacefully bringing together the new and old local authorities as well as civil society actors. Efforts to resolve conflicts at the local level will require locally led processes to undertake conflict analysis to better understand the causes of tension. The conflict analysis undertaken will help ensure the conflict-sensitivity of the stabilization interventions.

## **2. SCOPE of WORK**

Benghazi, Kikla and Obari have recently been selected as the first three locations benefiting from the Stabilization Facility interventions.

Services of a company are now required for undertaking a quick perception survey on the ground. The project seeks to monitor the changes in perception towards the GNA and the international community as a result of the Stabilization project activities. The survey needs to be tailored to each specific and political context of the three locations: Benghazi, Kikla and Obari.

In order to establish control group for the survey, some questions will also be surveyed in Baida, Sabha and Ghariyan.

The bidder should propose a suitable survey methodology in detail.

The company selected will undertake the following tasks:

1. Draft a comprehensive and suitable survey instrument and methodology. The suggested sample size out of the total population is to be drawn at 95% confidence interval and 5% margin of error;
2. Develop specific questionnaires for each location to assess relevant indicators agreed together with the UNDP team, and recognizing the political realities and context on the ground.
3. Implement the perception survey in Benghazi, Kikla and Obari and develop specific reports on each location;
4. Undertake the survey in the control group locations (Baida, Sabha and Ghariyan).
5. Conduct and report on internal Quality Assurance on a sample of interviews
6. Provide a register of interview contact details to allow confirmation of a sample by UNDP or their chosen validation contractor
7. Draft the final report the findings on the perceptions, challenges experienced during the survey, and lessons learnt.
8. Draft public communications material (short report that can be published).

### 3. DELIVERABLES

Deliverables	Delivery target date	Review and Approval Required
Methodology and inception report for the perception survey to the satisfaction of the client	3 days from contract signature	To be approved by the Project Manager
Approved Questionnaires for all the selected locations to the satisfaction of the client	One week from contract signature	To be approved by the Project Manager
Draft Perception survey report on the six locations	Five weeks from contract signature	To be approved by the Project Manager
Quality Assurance report	Five weeks from contract signature	To be approved by the Project Manager
Final report on the findings on the perceptions, challenges experienced during the survey, lessons learnt and a short public communications report.	Seven weeks from contract signature	To be approved by the Project Manager

### 4. Required Qualifications and Experience of Key staff

- **Key Staff 1(Team Leader- International):** Team leader with Master degree in social science or relevant field and five years' relevant experience

- **Key Staff 2(Deputy Team Leader-National):** Deputy Team Leader with master degree in Social Science or in relevant field with 3 years’ relevant experience or bachelor degree in social science and 10 years’ similar experience
- **Key Staff 3(Coordinator-National):** Coordinator with bachelor degree in social science or in relevant field and 5 years’ similar experience

## 5. Other Required Qualifications and Experience of the firms and staff

- (i) Certificate of registration.
- (ii) Minimum 3-5 years of relevant work experience
- (iii) Experience in undertaking perception surveys including minimum of three to five years of experience in conducting surveys using population samples;
- (iv) Experience of working with project teams in a participatory manner supporting the project team in taking consideration the suggested adjustments to implementation throughout the project cycle;
- (v) Experience of conducting similar assessments in conflict or post-conflict environments;
- (vi) Ability to avail a team that is qualified and experienced in perception surveys;
- (vii) Ability to collect and analyze large quantities of data within strict and limited time frames and to produce high quality and timely reports;
- (viii) Good project cycle management capability including, financial management and accountability, administration, provision of logistical support and effective reporting;
- (ix) Fluency (written and verbal) in English and Arabic among the team members;
- (x) Previous experience of working with a UN agency is an asset.

## 6. Proposal

The technical proposal must include but may not be limited to the following:

### I. Scope of the survey

The offeror should explain its understanding of the scope of this Assignment in **its own words**.

### II. Background and experience

The offeror should clearly explain its capacity and previous experiences to undertake this assignment. Moreover, the offeror must allow and UNDP may contact the relevant references to confirm the validity of such progress and work experience in the past.

### III. Methodology

The offeror should explain its methodology and approach to the survey, including demonstrating an understanding of the survey objectives and suggest key research questions for the survey.

### IV. Quality Assurance Plan

The offeror must explain its quality assurance mechanisms for each stage of the survey process, including the specific report mentioned in (5) of the scope of work.

## **V. Project Management**

The offeror is expected to explain the project management approach during the implementation process. This should include but not limited to staff, monitoring and evaluation mechanism, training and progress reporting.

## **VI. Work plan**

The offeror should provide a tentative detail work plan, including time frame with list of activities required and resources needed.

## **7. SCHEDULE OF PAYMENTS**

The detailed schedule of payment will be as follows:

<b>Milestones</b>	<b>Percentage</b>
Methodology for the perception survey of the Stabilization Facility	10%
Tailored questionnaires for each location	20%
Raw data on the survey for Baida, Benghazi, Gharyan, Kikla, Obari and Sabha	25%
<ul style="list-style-type: none"><li>• Perception survey report for Baida, Benghazi, Gharyan, Kikla, Obari and Sabha</li><li>• Quality Assurance report</li></ul>	25%
Final report covering the findings, perception survey reports, lessons learnt and challenges experiences during the survey as well as short public report for communications purposes	20%

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :*

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide :*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*

**Annex 3**



## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 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 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.