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Resilient nations.*

REQUEST FOR PROPOSALS

**TOR for Evaluation (Baseline & End line)
UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM**

Zimbabwe

August, 2016

Section 1. Letter of Invitation

Zimbabwe
August 1, 2016

Subject: PRC/ZWE/RFP/562/8/01/2016: Evaluation (Baseline & End line, UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM)

Dear Sir/Madam,

UNDP on behalf of UN Agencies hereby invite you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Standard Agreement for the provision of UNDP Travel Management Services, including General Terms and Conditions
- Section 9 – Proposal Submission Checklist

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

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

United Nations Development Programme
procurement.zw@undp.org
Attention: Melody Saineti

The letter should be received by UNDP no later than Close of Business (10:00, local time), 9 August, 2016. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,

Debab Asrat Ynessu
Deputy Country Director- Operations

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

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

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

15.1 *Expertise of Firm/Organization* – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 *Proposed Methodology, Approach and Implementation Plan* – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 *Management Structure and Key Personnel* – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being

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

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

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

16. Financial Proposals

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

17. Currencies

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

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

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

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or

- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Proposals

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

21. Validity Period

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

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

22. Proposer's Conference

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

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the

Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 8.

24. Deadline for Submission of Proposals and Late Proposals

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

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

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

26. Proposal Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall

be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}$$

Total Combined and Final Rating of the Proposal

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

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any

- other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

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

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of

USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

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

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

Instructions to Proposers

DATA SHEET

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

DS No. ¹	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	PRC/ZWE/RFP/562/8/01/2016: Evaluation (Baseline & End line, UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM
2		Title of Services/Work:	Evaluation (Baseline & End line, UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM
3		Country / Region of Work Location:	Zimbabwe
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to
7	C.22	A pre-proposal conference will be held on:	Time: 10:00 am Date: 10 August 2016 Venue: UNDP, Arundel Office Park, Mt. Pleasant Block 11 The UNDP focal point for the arrangement is: Melody Saineti Address: UNP, Arundel Office Park, Mt. Pleasant Block 10 Telephone: +263 4 338836-44

¹ All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

			E-mail: procurement.zw@undp.org
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	not applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	not applicable
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	not applicable
14	F.37	Performance Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	Single Currency: <u>United States Dollars</u>
16	B.10.1	Deadline for submitting requests for clarifications/questions	4 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person in UNDP: Melody Saineti Address: UNDP, Arundel Office Park, Mt. Pleasant, Block 10 E-mail address dedicated for this purpose: procurement.zw@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax

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

		responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the website ³
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	N/A
20	D.23.1 D.23.2 D.24	Proposal Submission Address	bidstechnical.zw@undp.org For Technical Proposals bidsfinancial.zw@undp.org For Financial Proposals
21	C.21 D.24	Deadline of Submission	Date and Time : 23 August 2016, 16:00 hrs local time (GMT+2)
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic Submission
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	File size not to exceed 8MB Free from virus and corrupted files Format : PDF files only, Max. File Size per transmission: 8 MB Max. No. of transmission : 1 No. of copies to be transmitted : 1 Mandatory subject of email: PRC/ZWE/RFP/562/8/01/2016: Evaluation (Baseline & End line, UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM Zone to be Recognized: GMT+2hrs
24	D.23.1	Date, time and venue for opening of Proposals	24 August 2016, 10:00hrs Local Time (GMT +2) Bid Opening is not public
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%.

³ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

			<input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Either Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being procured complete with <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Or in the event that response to this invitation is made in the name of an association with a partner(s) (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties and indicate roles and responsibilities of all the partners. <input checked="" type="checkbox"/> CVs of the following individual spelling out their role in the consultancy: A) Evaluation Team Leader - (This individual will serve as team leader in a full-time position for the duration of the evaluation. S/he will be the primary point of contact between UNDP, the evaluation review committee and the evaluation team and have responsibility for the overall compilation of the final baseline & endline survey reports). B) Senior Evaluation Specialist – This individual will be responsible for designing, managing, and coordinating the evaluation approach C) Qualitative Research Specialist – This individual will be responsible for designing, managing, and supervising qualitative data collection D) Field Operation Manager – This individual will be responsible for planning, managing, and supervising survey data collection in-country. <input checked="" type="checkbox"/> List of major corporate clients highlighting similar contracts for clients of comparable business nature and size as UNDP/UN, Contract Details / Estimated Contract Value; <input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference
27		Other documents that may be Submitted to Establish Eligibility	

28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	Please refer to Section 3,
29	C.15.2	Latest Expected date for commencement of Contract	September 16, 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	36 MONTHS.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only (CONSORTIUM OR FIRM) <input type="checkbox"/> Two or more Proposers, depending on the service fees charged
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others: <i>signature by both Parties</i>
35		Other Information Related to the RFP	n/a

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm /Consortium (Business Reputation and Capability)	30%	300
2.	Methodology / Work Approach and Value Additions	40%	400
3.	Personnel Competence (qualification and experience of proposed staff	30%	300

	Total	1000
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Technical Proposal Evaluation Form 1		Points obtainable
Expertise of Firm / Consortium(Business Reputation and Capability)		
1.1	Extensive experience in managing and conducting large-scale quantitative and qualitative surveys	50
1.2	Good knowledge and understanding of resilience in international development, incl. good understanding of resilience measurement concepts and existing resilience funds and their research outputs (e.g. BRACED)	50
1.3	Good understanding of the Zimbabwean context. Preferably, the evaluation team will include Harare-based/Zimbabwean team member(s).	50
1.4		50
1.5	<p>Good network of experienced enumerators, supervisors, and data entry clerks in the country where the field work will be conducted or demonstrated ability to effectively recruit skilled enumerators, supervisors, local language and data entry clerks in developing countries;</p> <p>Demonstrated experience to engage and use statistical or evaluation firms and institutions in the country where the field work will be conducted or in developing countries;</p> <p>Demonstrated strong capacity in sampling, data management, analysis, and statistics;</p>	50
1.6	Strong knowledge in any of the following software programs: CS-Pro, SPSS, Stata, SAS, or any other analytical software with the capacity to take into account complex survey designs;	50
		300

Technical Proposal Evaluation Form 2		Points Obtainable
Methodology / Work Approach and Value Additions		
2.1	Process for Billing/ MIS & Contract Management	100
2.2	Work Approach, Quality Assurance of Travel	200
2.3	Value Additions / Innovation on services provided	100
		400

Technical Proposal Evaluation Form 3	Points Obtainable
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Management Structure and Key Personnel				
3.1	Evaluation Team Leader: <i>Answerable to all matters related to the contract</i>			180
			Sub-Score	
	General Qualification		160	
	- PhD or Master's Degree in development economics, agricultural economics, applied statistics or related field	60		
	- Professional Experience in the area of specialization	60		
	- Demonstrated ability to deliver quality written and oral products (evaluation report and PowerPoint briefing).	40		
	- Good knowledge of gender analysis		20	
			180	
3.2	Senior Evaluation Specialist			120
			Sub-Score	
	General Qualification		100	
	- PhD or Master's Degree in development economics, agricultural economics, applied statistics or related field	30		
	- Professional Experience in the area of specialization	30		
	- Demonstrated ability to deliver quality written and oral products (evaluation report and PowerPoint briefing).	40		
	- Language Qualifications / English		20	
			120	
	Total Part 3			300

Section 3: Terms of Reference (TOR)



TOR for Evaluation (Baseline & Endline) UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM

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Programme co-funded by the
EUROPEAN UNION



Empowered lives.
Resilient nations.

1. BACKGROUND & CONTEXT

Over the last decades, Zimbabwe has experienced a number of unprecedented economic, environmental and social shocks and stresses, many of which had long-lasting impacts. Poverty, food insecurity, malnutrition, and environmental degradation are serious challenges in Zimbabwe, particularly in rural areas, and this is likely to continue due to the effects of climate change. However, Zimbabwe is slowly starting to rebuild structures to lay a new foundation for sustainable development. Humanitarian interventions and transitional initiatives with long term strategies, multi sector and multi-level approaches, context specific analysis are now designed with flexibility and strategic partnerships to ensure communities capacities are built to enable them to deal with future shocks and stresses to address sectorial issues in areas such as food and nutrition security, health, education and water and hygiene, and livelihoods.

Within the UN system, UNDP took a leading role in guiding agencies through a series of conversations, meetings and workshops to define a strategic framework that work for the UN and GoZ to build resilience in at-risk communities. Additionally, consultations were held with international as well as national NGOs and academia for a broad perspective to be able to support the thinking and prevent at-risk communities from continuously sliding back into a situation calling for humanitarian assistance. UNDP, in close collaboration with Ministry of Agriculture, Mechanization and Irrigation Development and support from EU and DFID embarked on laying the ground-work for a resilience-building initiative. This culminated into the setting up of the Zimbabwe Resilience Building Fund. This initiative has a strong focus on evidence based programming and the work focuses on 3 overall sets of components;

Component 1: Building evidence to improve the policy environment and stimulate service provision to enhance household and community resilience.

Funded activities would include developing evidence around the impact and vulnerabilities to shocks and climate change, and build coalitions of change to influence relevant Government of Zimbabwe policies (e.g. the Food and Nutrition Policy, the National Gender Policy, the Environmental Act, the Traditional Leaders Act, the Disaster Risk Management policy, the new Social Protection Framework) and other donors. Following implementation of components 2 and 3, this component will also analyse cost effectiveness of various interventions to build resilience and respond to shocks. In nutshell, this component will contribute to the overall resilience building and have a better understanding of what works in resilience how and why.

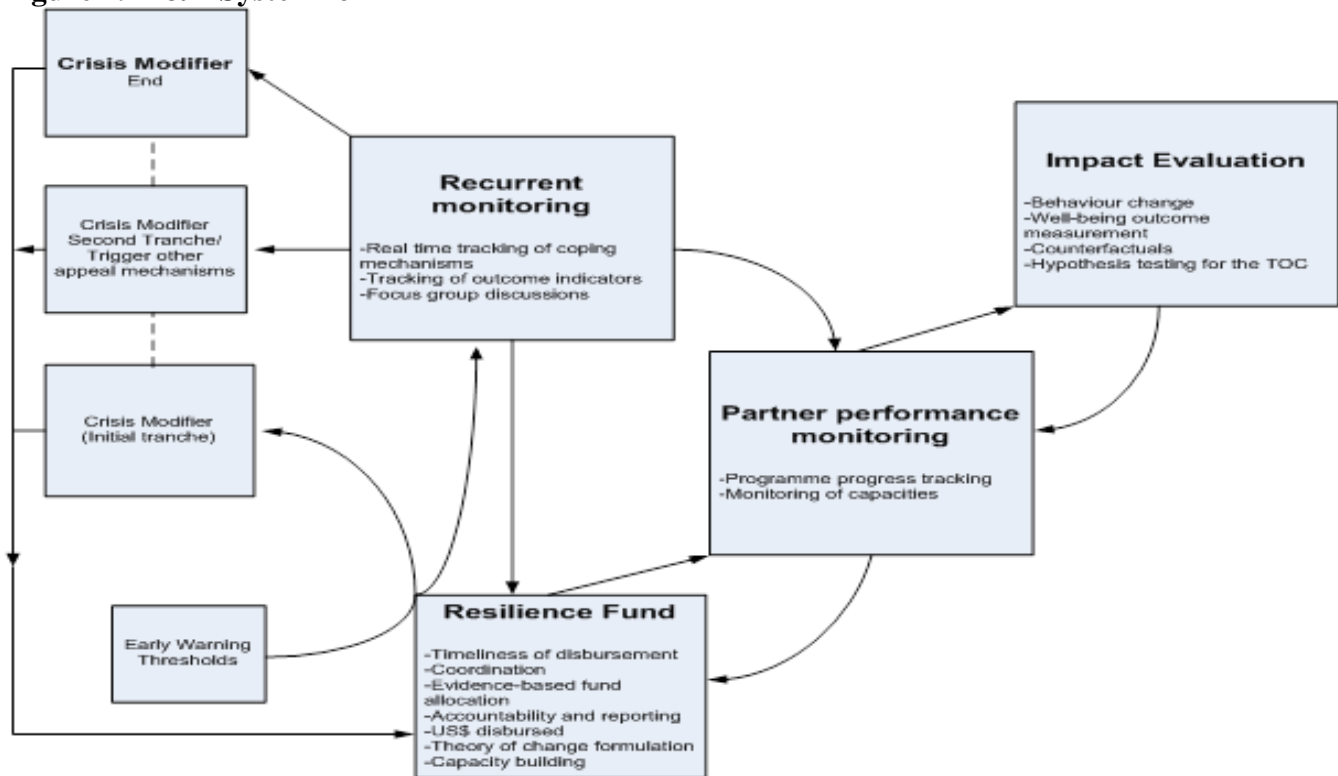
Component 2: Interventions to support long-term household and community resilience in the face of climate shocks and trends. Examples of possible interventions include (but not limited to): Community resourced disaster plans and its implementation (i.e. building small-scale community infrastructures/assets), productive safety nets for targeted groups/communities /households, savings groups and access to financial services including micro insurance and weather based crop insurance – particularly for women, gender sensitive climate smart agriculture techniques including post-harvest

technology, climate smart irrigation systems, drought tolerant variety development and marketing, along with livelihoods and crop diversification. Interventions can include (participatory) action research for climate change adaptation. Interventions would be informed by evidence generated under component 1.

Component 3: A crisis modifier that can respond to humanitarian shocks. The programme will have a risk financing mechanism e.g. contingency funding for 1 in 1 to 1 in 4 year events to make timely, appropriate and predictable funding available for target communities that experience humanitarian shocks. This will ensure that communities are able to recover quickly and minimise the loss of development investments and gains. The response would be cash based, time limited and built upon existing structures where possible to reach people in time and cost effectively. Other donors could make use of this window with their humanitarian funds, even when not a core donor to the ZRBF. This will offer value for money. This will bring about greater humanitarian aid coordination – in line with EU member state position on humanitarian and resilience building and the High Level Cash Panel – both of which call for donors to coordinate around humanitarian interventions and policy.

Based on the evidence from component 1, the programme will target chronically vulnerable areas with high levels of poverty and/or food insecurity, where the negative effects of climate change are already manifesting themselves, and where frequent and/or multiple shocks occur. These areas often received repeated rounds of humanitarian assistance and are where climate stresses are having the greatest negative impact and longer term approaches are required.

Figure 1. M&E System for ZRBF



1. PURPOSE, OBJECTIVES & SCOPE

The purpose of this joint evaluation is to assess the current status of key indicators and understand what works in resilience programming in Zimbabwe, how and why. Results will be used to further refine program targeting and, where possible, to test the program theory of change and understand the relationship between variables at community, household and individual level to inform program design.

The specific objectives of the evaluation are the following:

1. Put in place a robust baseline for the Zimbabwe resilience building fund & projects
2. Test the program and projects Theory of Change (ToC) through quasi-experimental or experimental methods to determine their impact on resilience outcomes at community, household and individual level.
3. Investigate the relationships between household outcomes, shock exposure, and resilience capacities in the ZRBF selected districts
4. Carry out the programme impact final evaluation (End-line evaluations)

The programme-level baseline survey is designed as the first step in a two-part evaluation process (i.e. baseline & end- line) with the final evaluation at program end as the second step. Both steps should be conducted at approximately the same time of the year. Data collection for project-level impact evaluations will be conducted at appropriate timing and geographical areas, building on the overall baseline if possible. The contractor expects to conduct the final evaluation (end line) as close as possible to the end of the program, depending on prevailing conditions at that time.

UNDP Zimbabwe Resilience Building Fund is seeking the services of an independent contractor to carry out a joint evaluation for the ZRBF Program. The contractor will work closely with the UNDP ZRBF

Management Unit, EU, DFID, GoZ and/or Lead grantees for specific result areas to execute the survey. The scope of this evaluation covers the period from June 2016 until programme close out. **So far, 10 districts have been identified for the direct interventions via awarded grantees for improving the absorptive, adaptive and transformative capacities of at-risk communities, and the programme is likely to fund projects in these districts. However, the final list of the districts that will be selected for this evaluation will be discussed and agreed upon in consultation with UNDP, EU, DFID, and GoZ.**

Table 1: The top 10 districts of ZRBF initial operational areas

No	District	MHI	Stunting	Extreme Poverty	Chronic food insecurity
1	Binga	0.7080	32.7	40.3	15.09
2	Umzingwane	0.6432	34.3	35.9	14.24
3	Kariba	0.5044	31.1	45	21.77
4	Mwenezi	0.6251	31.9	30.62	9.12
5	Mbire	0.5901	33.6	34.04	7.57
6	Umguza	0.6944	31.4	34.4	7.04
7	Lupane	0.6026	33.2	50.4	6.77
8	Bubi	0.7066	33.9	47.9	6.17
9	Nkayi	0.5544	40.1	65.5	5.53
10	Chiredzi	0.6505	27.3	16.82	13.80

2. AUDIENCE AND INTENDED USES

The main users of the evaluation will be UNDP, its development partners, (DFID and EU), the ZRBF implementing partners, the Government of Zimbabwe and the grantee recipients. It is expected that the findings of the evaluation will deliver insights on the current situation in relation to the main elements of the ZRBF program upon which its future achievements and challenges can be tested.

3. EVALUATION DESIGN & QUESTIONS

The Contractor is expected to help formulate and incorporate evaluation questions into the survey in line with the purpose and specific objectives of the evaluation and concert with the grantees for each project.

- Specify the recommended evaluation questions in more detail based on evidence gaps in the Theory of Change, initial experience on the programme in the inception period and the requirements of stakeholders of the evaluation
- Propose an evaluation design for the programme including recommended evaluation methods to be used, proposed counterfactuals where appropriate, and proposed data collection methods
- Provide a communication and dissemination plan for the evaluation, including the intended process for engaging with and communicating findings to stakeholders at all levels
- Define the resource requirements to implement the recommended evaluation design and methods, and provide indicative budgets and timeframes for its completion.

The intent is to include additional variables or strata that will add to the formative analysis and help strengthen program design and targeting. Building on the objectives outlined above the primary evaluation questions are:

a) Programme level:

- What is the impact of ZRBF (can include a combination of interventions) on community, household and individual resilience, as measured through KPI4 and other ZRBF-relevant impact and outcome indicators? To what extent has beneficiary resilience increased as a result of selected ZRBF? What is the impact of selected ZRBF interventions/projects on women and young people? How have women and young people contributed to the achievement of the results / impact?
- To what extent the relationships between household outcomes, shock exposure, and resilience capacities in the ZRBF selected districts improved as the result of ZRBF?
- What is the impact of shock response mechanism on resilience, e.g. timeliness and effectiveness of shock response in comparison to in-kind humanitarian aid? Are the triggers of the crisis modifier / shock response appropriate?
- To what extent has evidence been used in ZRBF programming and decision making -

b) Project level:

- **Impact:** What is the impact of selected ZRBF-funded projects (can include a combination of interventions) on community, household and individual resilience, as measured through KPI4 and other ZRBF-relevant outcome indicators? To what extent has beneficiary resilience increased as a result of selected ZRBF projects? What is the impact of selected ZRBF projects on women and young people? How have women and young people contributed to the achievement of the results / impact?
- **ToC:** Which interventions or combination of interventions worked or failed to work, for whom and why and under what range of climate conditions? What, if any, are the unintended consequences, positive and negative, of selected ZRBF-funded projects?
- **Value for Money:** How cost-effective are selected ZRBF resilience interventions and combinations of interventions compared to other relevant resilience programmes globally, and why?

The Contractor is expected to refine the priority evaluation questions and select and refine some of the secondary questions put forward above.

4. METHODOLOGY

The Contractor should explain in detail the evaluation design and methodology they propose to use for the different aspects of the evaluation, the potential risks and challenges for the evaluation and how these will be managed. The evaluation management does not endorse a particular methodology (ies) for the ZRBF evaluation, but would expect that at the programme level, questions will be answered through

quantitative and qualitative data, and at the project level priority questions will be answered using experimental or quasi-experimental methods.

Programme level:

The Contractor is expected to take responsibility for all aspects of the baseline & endline quantitative survey, including sampling design, questionnaire instrument development, field work, and data collection, entry, cleaning, treatment, and analysis. The Contractor will be responsible for collecting data on all selected indicators listed in the ZRBF M&E Plan, plus a limited number of additional indicators in line with the program ToC. The final list of indicators to be collected will be discussed and agreed upon in consultation with UNDP ZRBF, EU, DFID, GoZ and each of the FY 2016 ZRBF grantees. Given that UNDP requires for this program that the baseline & endline survey be an impact evaluation, the survey will be built on key research questions/hypotheses formulated from the theory of change. The evaluation will involve a baseline and an end line measurement of indicators with a clear strategy to compare the resilience of participants and non-participants. A counterfactual analysis⁴ will also be considered to compare what actually happened and what would have happened in the absence of the intervention. Oversampling based on attrition rates would be to ensure sufficient overlap in the panel of data collected for the baseline and end line. The Contractor should specify the details of the sampling design in the Inception Plan document in advance of field implementation. The practical reality of implementation will determine which design options are most feasible. The evaluators would be expected to work closely with the UNDP, DFID and EU M&E teams during and shortly after ZRBF 2016 project proposal review. The Contractor is expected to use different data collecting methods: desk review, direct observation, quantitative survey, interviews, and focus group discussions, to establish a baseline as stated in the purpose and specific objectives of this evaluation.

At the project level, options for impact evaluation questions could include:

-
- What has been the overall Value for Money for the delivery of the resilience capacities of the programme?
- Could the intervention have been implemented with fewer resources without reducing the quality and quantity of the results?

The practical reality of implementation will determine which design options are most feasible. The successful contractor will refine the proposal within the first months of the contract, in consultation with UNDP, DFID, EU, UNDP, GoZ and other relevant stakeholders, and based on the 2016 project proposals selected under ZRBF. The contractor should note that we are committed to quality and rigor in line with international good practice in evaluation, as set out in UNDP's and DFID's evaluation policy. As per UNDP DFID & EU evaluation policy, the evaluation should adhere to international best practice standards in

⁴ This is achieved through quasi-experimental design that controls for differences in the intensity and timing of the programme.

evaluation, including the OECD DAC International Quality Standards for Development Evaluation, the OECD DAC principles Standards for Development Evaluation, and UNEG's Ethical guidelines for Evaluation. The methods and assessment frameworks employed for this evaluation should facilitate the collection and analysis of data, be relevant to the evaluation specific objectives and questions, and make optimal use of existing data.

Bidders are expected to provide a clear description of the methodology they will use to address the issues set out above. The plan should demonstrate the bidder's ability to design and deliver a clear, comprehensive and coordinated monitoring, reporting and evaluation strategy. Applicants are encouraged to propose innovative approaches that reflect global best practice. Bidders are also encouraged to creatively utilise longitudinal approaches to impact evaluation methodologies in order to get the full benefit of previous work by the development partners in Zimbabwe. It is envisaged that a mixed methods approach will be followed, incorporating both qualitative and quantitative methods. The evaluation should be able to show that observed changes would not have happened in the absence of the intervention. A quasi-experimental or randomised design, comparing districts within the programme and some excluded from the programme is expected to be the best means of achieving this although bidders are invited to suggest alternatives. Applicants are encouraged to propose innovative approaches that reflect global best practice.

It will be important to ensure that the treatment and comparison groups are similar. Statistical techniques such as propensity score matching may be used to match the groups on relevant variables. The qualitative methods should include case studies, semi-structured interviews and focus group discussions. The focus group discussions will be particularly useful in generating information on lesson learning from farmers and local leaders regarding the impact of the project.

As this programme will involve deploying a set of interventions in a number of differing environments, the scope of the evaluation must go beyond simply assessing implementation. The evaluation will need to reinforce the process of learning from interventions and test the validity of the relevant components of the theory of change. It will examine whether/how the combination of programme interventions leads to improved absorptive, adsorptive & transformative and improved nutrition ultimately leading to improved and sustainable food and nutrition security.

5. Survey Deliverables, Time-Frame for the Process and Milestones⁵

The Contractor will be engaged for a period of up to 36 months, between September 2016 and December

⁵ Please note that the contractor expected to work through the same deliverables, time frame for the process and milestones for the endline survey (tentatively scheduled from Sep-Dec 2019).

2019 with work commencing following completion of the necessary contractual arrangements and team mobilisation. The indicative timeframe for the activities and outputs for the Inception and Implementation Phase is summarised in the Table below. The management team expects Contractor s to propose a detailed work plan, having regard to the following:

Table 2: The following deliverables are required from the Contractor team:

	Deliverables	Timeline (2016)			
		Sep	Oct	Nov	Dec
1	Evidence of insurances and permits for implementing survey and other data collection activities in each districts in electronic form				
2	Inception report and detailed survey implementation plan: Specifying details for methodology, critical tasks, anticipated outputs, date-bound timelines, resource needs, and responsible person(s). Composition of a standard field survey team, including expected tasks and responsibilities of each team member, should also be described.				
3	Quantitative survey instrument Detailing a questionnaire instrument that responds to the needs to ToR and any supplemental questionnaire components, such as those that may be required to address the inclusion of gender, ZRBF program indicators, and grantee-specific indicators.				
4	Qualitative evaluation description and guidance Detailing the methods to be used, general domain of questions to be asked, and instructions and guidance that will be provided to those collecting the qualitative data.				
5	Supervisor and enumerator training curriculum a. Developing training materials to address the quantitative and qualitative components of the survey. b. Developing supporting materials and carrying out anthropometric standardization with enumerators. c. Pilot testing the quantitative survey instrument during enumerator training with a small number of households that are not included in the sampling frame. It is recommended that each enumerator team have the opportunity to carry out at survey with at least two households during the pilot testing phase				
6	Sampling plan document Detailing a sampling plan for the quantitative population-based household survey that responds to the specific objectives and evaluations questions.				
7	Field procedure manual Detailing a field procedure plan for the quantitative population-based household survey that responds to the specific objectives and evaluations questions.				
8	Data treatment and analysis plan Detailing a data treatment and analysis plan that responds to the specific objectives and evaluations questions.				
9	Data set, data codebook, edit rules, and syntax for data analysis, including syntax for variable transformations				

	<ul style="list-style-type: none"> a. Raw data set; b. Edit rules for cleaning data; c. Data codebook; d. Syntax for all data analysis and variable transformations; e. Final data set for each implementing partner that includes cleaned data, sampling weights at each stage, final sampling weights, and all derived indicators; and f. Sampling weights used to tabulate the aggregate-level estimates for the ZRBF performance Indicators 				
10	<p>Briefings for the UNDP ZRBF Management unit, steering committee, GoZ and development partners</p> <p>Presenting findings, conclusions, lessons learned, and recommendations of the baseline survey. A formal, final briefing should include a PowerPoint presentation and cover the contents of the evaluation's report, such as findings, conclusions, lessons learned, and recommendations</p>				
11	<p>Draft baseline survey report</p> <ul style="list-style-type: none"> a. The draft report must be presented in English. b. Presenting the estimates and confidence interval for all indicators (impact and outcome) at the overall program level and by implementing partner. 				
12	<p>Final baseline survey report</p> <p>This report will be a revised version of the draft baseline survey report that incorporates the comments of the steering committee, UNDP, EU, DFID, GoZ & grant recipients consortia. The final report must be presented in English. Any translation costs must be considered in the Contractor's cost proposal.</p>				

6. TEAM COMPOSITION & REQUIRED COMPETENCIES

The required areas of technical and subject matter expertise represented on the team should reflect the multi-sectoral nature of ZRBF program and the expertise required to conduct qualitative research and quantitative population-based household surveys. The evaluation team should include the following key personnel:

- A) Evaluation Team Leader** (This individual will serve as team leader in a full-time position for the duration of the evaluation. S/he will be the primary point of contact between UNDP, the evaluation review committee and the evaluation team and have responsibility for the overall compilation of the final baseline & endline survey reports).
- B) Senior Evaluation Specialist** – This individual will be responsible for designing, managing, and coordinating the evaluation approach
- C) Qualitative Research Specialist** – This individual will be responsible for designing, managing, and supervising qualitative data collection
- D) Field Operation Manager** – This individual will be responsible for planning, managing, and supervising survey data collection in-country.

The key essential competencies and experience that contractor's team will need to deliver the work are:

- Extensive knowledge of impact evaluation methods and techniques
- Extensive experience in managing and conducting large-scale quantitative and qualitative surveys
- Strong qualitative and quantitative research skills;
- Good knowledge and understanding of resilience in international development, incl. good understanding of resilience measurement concepts and existing resilience funds and their research outputs (e.g. BRACED)
- Good understanding of the Zimbabwean context. Preferably, the evaluation team will include Harare-based/Zimbabwean team member(s).
- Good network of experienced enumerators, supervisors, and data entry clerks in the country where the field work will be conducted or demonstrated ability to effectively recruit skilled enumerators, supervisors, local language and data entry clerks in developing countries;
- Demonstrated experience to engage and use statistical or evaluation firms and institutions in the country where the field work will be conducted or in developing countries;
- Demonstrated strong capacity in sampling, data management, analysis, and statistics;
- Strong knowledge in any of the following software programs: CS-Pro, SPSS, Stata, SAS, or any other analytical software with the capacity to take into account complex survey designs; and
- Demonstrated ability to deliver quality written and oral products (evaluation report and PowerPoint briefing). PhD or Master's Degree in development economics, agricultural economics, applied statistics or related field
- Good knowledge of gender analysis

As per the key competence presented above and given the multi-sectoral approach of ZRBF program, the Contractor will be expected to involve sectoral experts in the areas of agriculture, livelihoods, livestock, health, and nutrition, as needed. These experts can either be external consultants engaged on a full- or part-time basis or members of the selected firm with the necessary skills. The additional sectoral experts may be needed based on the Zimbabwe context and ZRBF program activities.

7. JOINT EVALUATION MANAGEMENT & IMPLEMENTATION ARRANGEMENTS⁶

While the evaluation will be independently designed, led, and reported by the Contractor, staff from UNDP, DFID, EU, GoZ and consortia will provide input and be involved during all stages. The Contractor will consult with the ZRBF team, the development partners, the implementing partner and the awarded grantees to understand the program description and theory of change, obtain inputs for the quantitative survey instrument and qualitative evaluation, and receive contextual information to properly develop a sampling and logistics plan. In discussion and coordination with ZRBF, the Contractor will provide draft and final versions of specific deliverables to the steering committee, UNDP, DFID, EU, GoZ and awarded grantees for review and information. The contractor is expected to work closely and overseen by evaluation technical review committee, which is linked to the overall ZRBF steering committee. This group will be responsible for approving the evaluation outputs and commenting on draft reports. The evaluation review committee will include ZRBF Management Unit, EU, DFID, GoZ & Grantees. The contractor will be responsible for delivery of all expected evaluation outputs. UNDP ZRBF's Monitoring and Evaluation Specialist will lead/day-to-day point of contact for all technical issues and Head of ZRBF Management Unit will oversee the processes and approval of the deliverables. ZRBF Management Unit, DFID, EU & GoZ will have unlimited access to the data and material produced by the contractor. Specifically, the relevant drafts outputs (e.g. inception report) of the evaluation should be circulated to and discussed with relevant program stakeholders. Liaison will include regular meetings with the ZRBF Management Unit and one or more presentations by the contractor. UNDP will be responsible for a management response to the evaluations recommendations, and for their implementation. Where relevant, recommendations from the evaluation will be forwarded to development partners, grantees and implementing partner for their consideration.

8. LOGISTICS

- The consultants will be expected to supply their own logistic requirements including office space and transport.
- The consultants are expected to undertake the tasks as laid out and all inputs including staff for survey design, data collection and analysis, and report production should be in the agreed financial proposal.
- It is expected that the evaluation process to be set up should conform to OECD-DAC principles of accuracy and credibility and to the evaluation principles set out in the UNDP's policy on evaluations. The contractor should set out how they will ensure the study is ethically sound and comply with relevant ethical protocols.

⁶ Please see Annex 1 for Terms of Reference for Evaluation Reference Group of the ZRBF Impact Evaluation

- UNDP ZRBF PMU will provide overall direction to the contractor, identify key documents, and assist in facilitating a work plan.
- The Contractor is responsible for arranging other meetings as identified during the course of this evaluation and advising the evaluation committee to each of those meetings.
- The Contractor will be responsible for procuring its own computers, internet access, printing, photocopying, and other logistics arrangements with the local authorities.
- The Contractor will be required to make its own payments.
- UNDP, EU, DFID and GoZ and grantees personnel will be made available to the team for consultations regarding sampling, geographical targeting, sources, and technical issues before and during the evaluation process.

9. MILESTONE/DELIVERABLE BASED PAYMENTS

A contractor bidding on this activity must, in addition to a technical proposal, submit a Budget (**Financial Proposal to be submitted as instructed in the Bid Data Sheet Item 20 formatted as instructed under Section 7**) in Excel showing the projected number of days required for each proposed full-time and/or short-time member of the Team, including subject matter expertise and administrative (logistical) support. Other costs that should be included are international travel and per diem, in-country costs for data collection and interviewing, communications, report preparation and reproduction, and other costs as appropriate. Value for money will be a key criterion in selection and the final budget will be agreed with the successful contractor.

Payments for this contract will be processed based on agreed deliverables and bidders must include a proposed payment schedule stating the deliverable, percentage payment, amount and date. The deliverables should be synchronised with the outputs stated in 8 above and should dissect through the design strategy, knowledge management, baseline evaluations and the final impact evaluation. UNDP ZRBF PMU will assess, discuss and agree the appropriateness of the proposed milestones with the winning bidder before the contract is signed-off.

10. REPORTING FORMAT

The format for the evaluation reports (a program level and 1-2 project level) are as follows:

1. **Cover page, Table of Contents, List of Acronyms;**
2. **Executive Summary** should be a clear and concise stand-alone document that states the most salient findings, conclusions, and recommendations of the evaluation and gives readers the essential contents of the evaluation report in two or three pages. The Executive Summary helps readers to build a mental framework for organizing and understanding the detailed information within the report;
3. **Introduction** should include purpose, audience, and synopsis of task;
4. **Methodology** should describe sampling design, evaluation methods, data collection techniques, constraints and limitations of the evaluation process and rigor, and issues in carrying out the evaluation;
5. **Overview of the Current risks, vulnerability and resilience Situation** in the country and selected districts;
6. **Summary of results** should present evaluation findings in table form for all the indicators by grantees geographical area and for the aggregate for the ZRBF program;
7. **Findings** should present findings in response to the evaluation questions. Baseline values must be presented in quantitative format and complemented by descriptive analysis for each grantees and at the aggregate program level;

8. **Conclusions and Recommendations** should provide additional analysis of the data and results, drawing out programmatic and organizational recommendations for planning or modifying program design and the theory of change. Recommendations must be relevant to program and context and include concrete and realistic steps for implementing or applying the recommendation.

9. **Annexes** should document the evaluation methods, TOR, schedules, interview lists and tables and be succinct, pertinent, and readable.

- a. References, including bibliographical documentation, meetings, interviews, and focus group discussions;
- b. List of stakeholder group with number, type, and date of interactions;
- c. Data collection instruments in English and the local language, including qualitative protocols developed and used;
- d. Data sets in electronic format;
- e. Data dictionary and program files used to process the data in electronic format;
- f. Evaluation survey TOR; and
- g. Other special documentation identified as necessary or useful.

11. ETHICS

The contractor is required to conduct the evaluation in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'⁷ and these issues should be addressed in the design and implementation of the evaluation, including evaluation ethics and procedures to safeguard the rights and confidentiality of information providers, for example: measures to ensure compliance with legal codes governing areas such as provisions to collect and report data, particularly permissions needed to interview or obtain information about children and young people; provisions to store and maintain security of collected information; and protocols to ensure anonymity and confidentiality.

12. DUTY OF CARE

The Contractor is responsible for the safety and well-being of their Personnel (as defined in the Contract) and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. UNDP will share available information with the Contractor on security status and developments in-country where appropriate. The Contractor is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing. Travel advice is available on the UNDSS website and the Contractor must ensure they (and their Personnel) are up to date with the latest position.

Contractor must develop their proposal on the basis of being fully responsible for Duty of Care in line with the details provided above. They must confirm in their proposal that:

- They fully accept responsibility for Security and Duty of Care.
- They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
- They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

⁷ <http://web.undp.org/evaluation/guidance.shtml#handbook>

If you are unwilling or unable to accept responsibility for Security and Duty of Care as detailed above, your proposal will be viewed as non-compliant and excluded from further evaluation.

13. INTELLECTUAL PROPERTY

UNDP, GoZ, DFID & EU shall, solely and exclusively, own all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the work. The Contractor is not allowed to withhold any information related to this agreement, as this will become public information.

14. EVALUATION CRITERIA FOR PROPOSALS⁸

Contractor proposals will be evaluated on the merit of the proposed approach including the following criteria:

- 1) Technical Approach as illustrated in the description of proposed methodology.
- 2) Timeline reflecting proposed activities, which emphasizes the ability to meet the proposed deadlines.
- 3) Key personnel and composition of the technical team, including CVs and commitment of availability. UNDP would like the Team Leader and key personnel identified as practical. UNDP will also consider the contractor's ability to engage and use local firms.
- 4) Past performance including a sample document (preferably on related areas) provided as a writing sample to evaluate these criteria. The contractor should also include in the submission a list of references, preferably from UNDP, EU & DFID, related to the completion of impact evaluations for a related program.
- 5) Financial proposal

Annexe

BACKGROUND: ZIMBABWE RESILIENCE BUILDING FUND

UNDP and the Government of Zimbabwe -Ministry of Agriculture, Mechanization and Irrigation Development, with support from EU and DFID embarked on laying the ground-work for a resilience-building initiative in Zimbabwe. The Zimbabwe Resilience Building Fund (ZRBF) is designed as a multi donor fund with a time span of five years and the ambition to

⁸ Once a solicitation method and tender documents distributed to potential Offerors, UNDP must ensure that adequate controls are in place for the evaluation of offers, which must be conducted in a manner that is fully consistent with the rules defined in the solicitation document distributed to the Offerors. Regardless of how effective each phase of the procurement process is executed, if the offers - quotations, bids or proposals - are not evaluated in a fair and transparent manner, the overall process fails and risks to UNDP are unnecessarily created. Evaluation is the process of assessing offers and submitted proposals in accordance with established evaluation methodology and criteria, with the goal of obtaining the best value for money. The process needs to be conducted in a fair and transparent manner to ensure equal treatment of all bidders/proposers. The evaluation methodology and evaluation criteria must be clearly defined and specified with details in the solicitation documents, and shall not be modified in a manner that will lead to unfair treatment of any one or all of the offerors. No further changes to such criteria communicated to the bidders/proposers can be changed after bids/proposals have been received. Evaluation criteria, developed according to the needs of the impact evaluation ToR, and are normally divided into three (3) main categories:

- a) Administrative requirements
- b) Technical requirements (70%)
- c) Financial Requirements (30%)

secure funds for programming for at least 50 million USD within the first two years. The overall objective of the ZRBF is to contribute to increased capacities of communities to protect development gains and achieve improved well-being outcomes in the face of shocks and stresses enabling them to contribute to the economic growth of Zimbabwe. UNDP took a leading role in guiding agencies through a series of conversations, meetings and workshops to define a strategic framework that work for the UN and GoZ to build resilience in at-risk communities. Additionally, consultations were held with international as well as national NGOs and academia for a broad perspective to be able to support the thinking and prevent at-risk communities from continuously sliding back into a situation calling for humanitarian assistance.

The Zimbabwe Resilience Building Fund has a strong focus on evidence based programming and the work focuses on 3 overall sets of components:

Component 1: Evidence base and Capacity Building

This component entails creating a body of evidence to improve the policy environment and stimulate informed service provision to enhance household and community resilience. The first step of building an evidence base for resilience work in Zimbabwe is to look at the shocks, disturbances and stresses that affect the population. The ZRBF has therefore initiated the development of a profile of selected risks and hazards relevant to resilience building. This includes mapping and profiling of shocks and stresses, estimate the number of people at risk to different shocks and identify areas experiencing high frequency and multiple shocks. A thorough understanding of these shocks helped further define the areas of investment for the ZRBF. This work was accompanied by a number of assessments that aim to increase the ability to measure the relationships inherent in resilience, that is, the relationship between shocks, responses, and future states of well-being. Initiatives under this component will also disaggregate and look into the impact of shocks and stresses on the most vulnerable groups within communities, highlighting in particular the effects on women. Thematic and geographic studies will be carried out to complement and expand the understanding of the specific needs for resilience programming in Zimbabwe. This component also benefited from the resilience study carried out by Mercy Corps under a separate contract with the EU.

These analytical tools will be disseminated to relevant stakeholders involved in policy making and programming for resilience. Capacity assessment of government- Ministry of Agriculture and Mechanisation and Irrigation Development (MAMID) as an implementing partner and grant recipients will be undertaken and opportunities for capacity building identified and implemented. The ZRBF will build the stakeholders' capacity to develop, implement, coordinate and monitor resilience-building initiatives, which will include technical capacity trainings and workshops in the component identified as critical to building resilience in Zimbabwe. The ZRBF will ensure equal participation of men and women in these interventions. In addition, a support structure for creation and maintenance of strategic alliances for improved governance at local level will be set up. This is envisaged to better inform the ZRBFs strategic approach and building coalitions of change to influence relevant Government of Zimbabwe policies (e.g. the Food and Nutrition Policy, the National Gender Policy, the Environmental Act, the Traditional Leaders Act, the Disaster Risk Management policy, the new Social Protection Framework) and other donors. The combination of these interventions will enhance the usage of data and evidence in policy making and programming, better informing strategies

that increase resilience to recurrent shocks, stresses and hazards and allowing for accurate targeting.

The ZRBF initiatives will support and benefit from a number of national data collection/analysis initiatives, such as (but not limited to) the Zimbabwe Vulnerability Assessment and the Poverty, Income, Consumption and Expenditure Surveys as well as from data sets and analysis from a number of other relevant mandated government departments such as the Department of Civil Protection, Agritex, Met Department, Ministry of Health and Child Care, ZIMSTAT, ZINWA, and the Veterinary Department just to mention a few. Direct support to national data collection/analysis capacity initiatives will only be supported by the EU and UNDP contributions to this proposal.

A crucial component of the analysis to build the evidence base is to help generate information for designing a crisis modifier which is the built-in mechanism in the fund to safe-guard resilience investments are not undermined whenever a major shock happens during the course of implementation of the fund. ZRBF project policy paper on the crisis modifier will be developed based on evidence and existing national and international experience in order to guide ZRBF's work under component 3. Following implementation of components 2 and 3, this component will also analyze cost effectiveness of various interventions to build resilience and respond to shocks.

Component 2: Increasing adaptive, absorptive and transformative capacities

These are interventions to support long-term household and community resilience in the face of climate shocks and trends. Interventions to support long-term household and community resilience in the face of climate shocks, stresses and hazards must take into consideration the complexities of the known underlying causes of the current situation. Through this multi donor fund UNDP provide the necessary flexibility to support activities that are multi-sectoral, multi-level, and multi-partner and that can be strategically and jointly planned with the communities at risk as well as the government bodies working to support them. The ZRBF is designed to develop time and location sensitive activities, inclusive of humanitarian and development partners over a medium to long term period, with a view to promoting sustainability. Furthermore, ZRBF ensure that investments are made based on recent evidence and implemented via modalities that promote partnership, comparative advantages, value for money and innovation. Investments and activities are targeted to improve the coping strategies of communities and thereby improve assets and incomes of households within the communities. More specifically, to improve absorptive capacities⁹, interventions will focus on the ability of households, communities and systems to manage shocks and stresses in the short-term through cash savings, informal safety nets, disposal of liquid assets that are accumulated in non-shock years, disaster risk reduction strategies, hazard insurance, and reliance on bonding social capital.¹⁰ People's perceptions (men and women) regarding their ability to recover from shocks would also be important.

⁹ **Absorptive capacity:** The ability to minimize exposure to shocks and stresses through preventative measures and appropriate coping strategies to recover quickly and avoid permanent, negative impacts.

¹⁰ **Bonding social capital** reflects the principles and norms that exist between members of a community (e.g., trust, reciprocity, cooperation) that allow them to work closely with each other to prevent, cope with and respond to shocks and stressors.

For improving adaptive capacities¹¹, investments will be made to enable people and systems to proactively adapt to changing conditions through better access to information, diversifying livelihoods into different risk profiles, reliance on bridging and linking social capital¹², accumulating assets, access to financial services, investment in human capital for better access to skills and improved nutrition and health status, and increased confidence to adapt.

For transformative capacities¹³, investments will be geared towards improved governance and policy development for resilience, access to formal safety nets, access to market, access to basic services, access to agricultural services, natural resource access, access to infrastructure, reliance on bridging and linking social capital, and empowering women, children, the elderly and the disabled. In the face of various shocks and stresses, individuals, households, communities and systems are able to use these capacities to appropriately respond in such a way that well-being indicators are not adversely affected and maintain a positive trajectory in the long term.

*The ZRBF Theory of Change argues that **If** investments are made to i) directly support targeted communities to improve absorptive, adaptive and transformative capacities; and ii) avail timely and cost effective crisis modifier mechanism is rolled out; and iii) generate learning and evidence and capacity is built to utilise evidence in policies and decisions; **then**, not only targeted communities will be more resilient and food secure, but there will also be a better understanding of what works and what does not work in building communities resilience in Zimbabwe.*

The development of community based Disaster Risk Management plans will play an important role to ensure sustainability of interventions planned and to secure any development gains achieved under this component. Informed by the results of the evidence base the ZRBF aims to increase the access to livelihoods assets through market based approaches to reduce vulnerability. In this context, interventions will ensure that women, in

particular small holder farmers, will be a focus target group and that they are involved in participatory planning mechanisms at community level, for example when developing Disaster Risk Management plans. Due to the proposed modality the actual activities cannot be decided in advance however, examples of possible interventions include (but is not limited to): Community resourced disaster plans and their implementation (i.e. building small-scale community assets), productive safety nets for targeted groups/communities/households, savings groups and access to financial services including micro insurance and weather based crop insurance – particularly for women, gender sensitive climate smart agriculture techniques including post-harvest technology, climate smart irrigation systems, drought resistant variety development and marketing, along with alternative livelihoods and crop diversification. Interventions can include (participatory) action research for climate change adaptation. Partners will have to present fully researched and developed proposals that have put women

¹¹ **Adaptive capacity:** Making proactive and informed choices about alternative livelihood strategies based on an understanding of changing conditions.

¹² Bridging social capital connects members of one community with those of another (e.g., across cultural, ethnic, geographic, or language groups), whereas linking social capital is reflected in the social networks that exist between individuals or groups and some form of higher authority or power in the social sphere. [see Aldrich, D. 2012. Building resilience: Social capital in post disaster recovery. The University of Chicago Press.]

¹³ **Transformative capacity:** The governance mechanisms, policies/regulations, infrastructure, community networks, and formal and informal social protection mechanisms that constitute the enabling environment necessary for systemic change.

at the centre of the analysis and at the centre of proposed interventions. Interventions are informed by evidence generated under component 1.

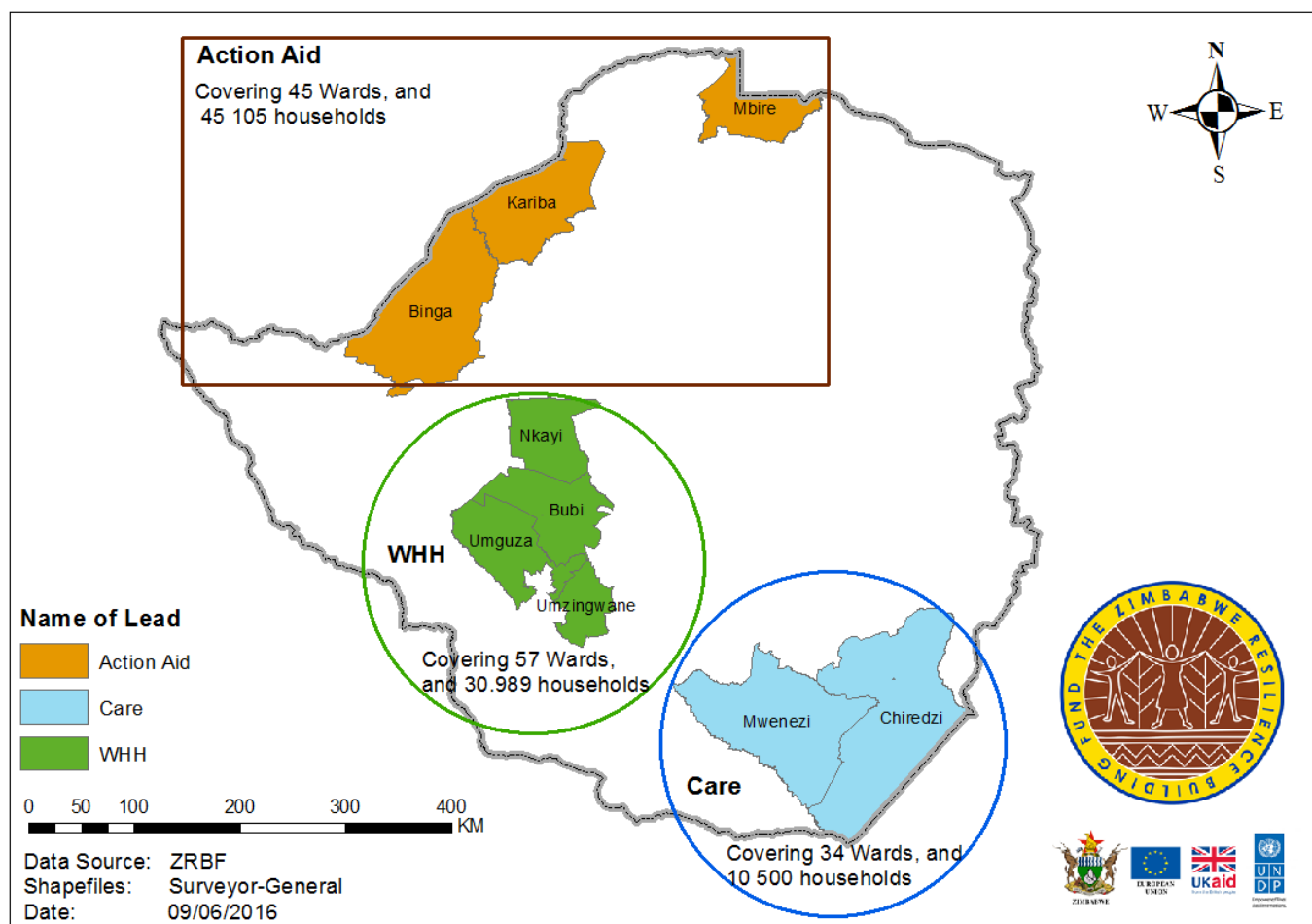
Component 3: A crisis modifier that respond to humanitarian shocks.

In support of the resilience interventions at community level an appropriate, predictable, coordinated and timely response to risk and shocks for participating communities is part of ZRBF programme. The programme will have a Flexible Financing Against Stress and Shock Triggers (F²ASST) risk financing mechanism. e.g. contingency funding for 1 in 1 to 1 in 4 year events to make timely, appropriate and predictable funding available for target communities that experience humanitarian shocks. The programme will have partial activation of 5% of programme budget held at programme level, for low regret actions to act as resilience cushion and for pre-emergency activities when the first signs of stress are observed using the vegetation condition index (VCI) and water requirement satisfaction index (WRSI). Upon ground truthing and verification using identified early warning system based on a complex set of triggers and when the stress levels increases to a shock level up to 20% of programme budget held at ZRBF level will be released for humanitarian response complimented by other external actors. If the situation improves this will be scaled down or stopped accordingly. However, if the situation deteriorates to extreme level this will call for emergency response which is outside the scope of the fund. Furthermore, the design of this response modalities, is based on a thorough analysis of the existing situation in the participating communities combined with an analysis of existing safety net programmes, which can potentially be used for rolling out the response in a timely and cost effective manner.

This will ensure that communities are able to recover quickly and minimise the loss of development investments and gains. The response would be mainly cash based with intention to address multi-sectorial issues resulting from the effects of experience shocks, time limited and built upon existing structures where possible to reach people in time and cost effectively, with a particular focus on the needs of female and single headed households. Other donors could make use of this window with their humanitarian funds, even when not a core donor to the ZRBF. This will offer value for money. This will bring about greater humanitarian aid coordination – in line with EU member state position on humanitarian and resilience building and the High Level Cash Panel – both of which call for donors to coordinate around humanitarian interventions and policy.

Geographical Targeting

Based on the evidence from component 1, the programme targets for the first call for proposals in the chronically vulnerable areas with high levels of poverty and/or food insecurity, where the negative effects of climate change are already manifesting themselves, and where frequent and/or multiple shocks occur. These areas often received repeated rounds of humanitarian assistance and are where climate stresses are having the greatest negative impact and longer term approaches are required. This includes, Mbire, Chiredzi, Mwenezi, Kariba, Binga, Lupane, Nkayi, Bubi, Umzingwane and Umguza.



ZRBF Objectives

The overall objective of the Zimbabwe Resilience Building Fund is to contribute to increased capacities of at risk communities to protect development gains and achieve improved well-being outcomes in the face of shocks and stresses. The following are the fund expected results;

- Increase the application of independent evidence in policy making and programming for building resilience to hazards and the effects of climate change
- Increase the absorptive, adaptive and transformative capacities to face shocks and the effects of climate change in vulnerable communities frequently exposed to multiple hazards
- Improved protection of household and community assets and decrease in annual economic losses due to effects of hazards and climate change
- Appropriate, predictable, coordinated and timely financial assistance supporting communities affected by shocks

The ZRBF Theory of Change (ToC) was developed and validated through multi stakeholders' consultative processes and it evidently articulates the ZRBF vision and the building blocks required to achieve the long-term anticipated impact of the fund. It clearly defines the pathways through which change will happen by looking at how programme activities feeds into outputs, outcomes and expected impact. It further identifies key assumptions underpinning the programme. This MEAL (monitoring, evaluation and learning) framework have been developed around the three programme components as highlighted in the introduction and in line with the ToC ZRBF development hypothesis that: **If** investments are made to i) directly support targeted communities to improve absorptive, adaptive and transformative capacities;

and ii) avail timely and cost effective response to emergencies rolled out; and iii) generate learning and build capacity to utilize evidence in policies and decisions; then, not only targeted communities will be more resilient and food secure, but there will also be a better understanding of what works and what does not work in building communities resilience in Zimbabwe.

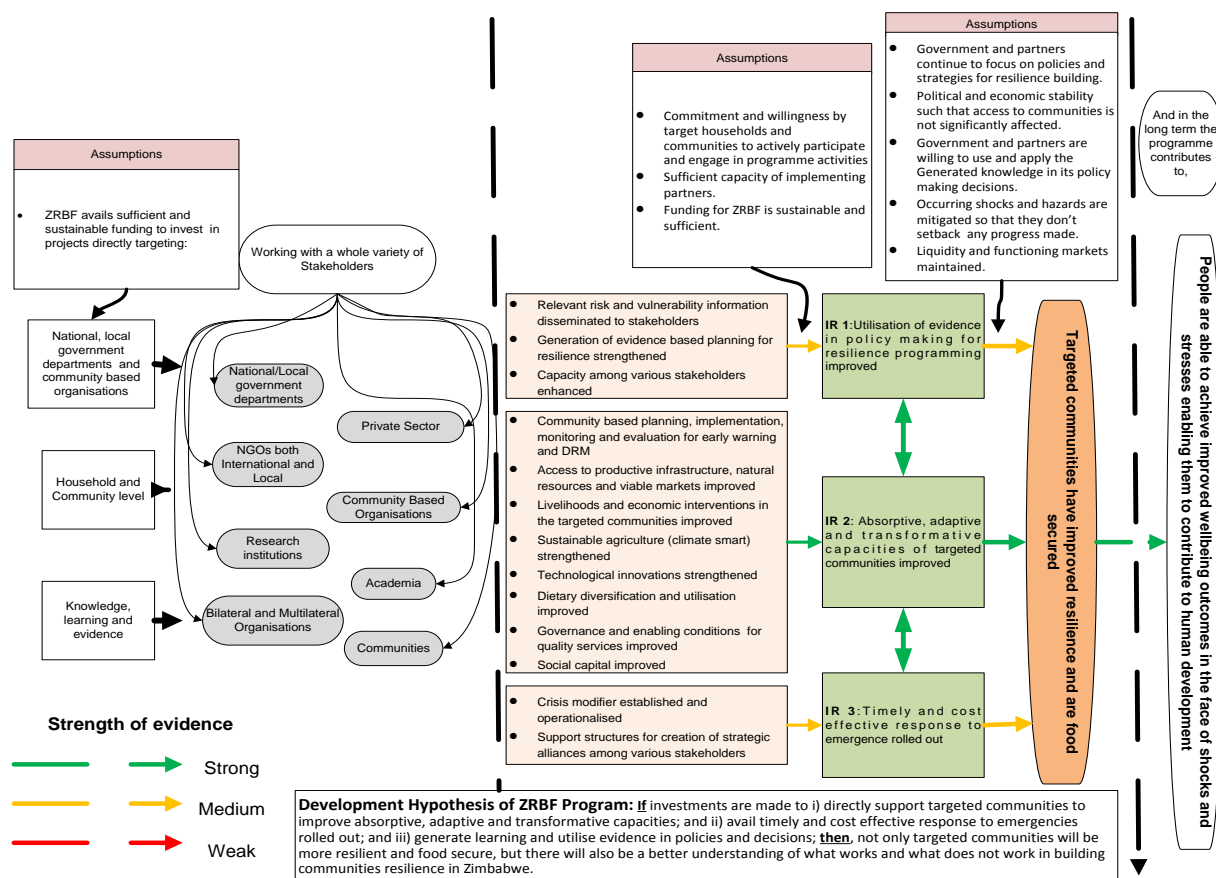


Figure: ZRBF's Theory of Change

Section 4: Proposal Submission Form¹⁴

[insert: Location]
[insert: Date]

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

Dear Sir/Madam:

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

We hereby declare that :

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

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

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

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

¹⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details :

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

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

Proposer Information Form¹⁵

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

¹⁵ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

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

¹⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

PRC/ZWE/RFP/562/8/01/2016: Evaluation (Baseline & End line, UNDP ZIMBABWE RESILIENCE BUILDING FUND PROGRAM

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

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

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

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

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

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

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

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

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

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

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

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

SECTION 3: PERSONNEL

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

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

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of the Nominated Team Leader/Member		<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date Signed

Section 7: Financial Proposal Form¹⁷

The Proposer is required to prepare the Financial Proposal in an envelope email from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal will be opened only from those Offerors which Technical Proposal passed the minimum technical score of 70% (700 points) of the maximum obtainable score of 1000 points in the evaluation.

TABLE 7.1 Professional Fees for the Consultants

	Deliverables	Professional Fees											
		Evaluation Team Leader			Senior Evaluation Specialist			Qualitative Research Specialist			Field Operation Manager		
		No of days on the Project	Daily Rate	Total Fees	No of days on the Project	Daily Rate	Total Fees	No of days on the Project	Daily Rate	Total Fees	No of days on the Project	Daily Rate	Total Fees
1	Evidence of insurances and permits for implementing survey and other data collection activities in each districts in electronic form												
2	Inception report and detailed survey implementation plan: Specifying details for methodology, critical tasks, anticipated outputs, date-bound timelines, resource needs, and responsible person(s). Composition of a standard field survey												

¹⁷ No deletion or modification may be made in this form (table 7.1). Any such deletion or modification may lead to the rejection of the Proposal.

	team, including expected tasks and responsibilities of each team member, should also be described.												
3	Quantitative survey instrument												
	Detailing a questionnaire instrument that responds to the needs to ToR and any supplemental questionnaire components, such as those that may be required to address the inclusion of gender, ZRBF program indicators, and grantee-specific indicators.												
4	Qualitative evaluation description and guidance												
	Detailing the methods to be used, general domain of questions to be asked, and instructions and guidance that will be provided to those collecting the qualitative data.												
5	Supervisor and enumerator training curriculum												

	a. Developing training materials to address the quantitative and qualitative components of the survey.											
	b. Developing supporting materials and carrying out anthropometric standardization with enumerators.											
	c. Pilot testing the quantitative survey instrument during enumerator training with a small number of households that are not included in the sampling frame. It is recommended that each enumerator team have the opportunity to carry out at survey with at least two households during the pilot testing phase											
6	Sampling plan document											
	Detailing a sampling plan for the quantitative population-based household survey that responds to the specific											

	objectives and evaluations questions.												
7	Field procedure manual												
	Detailing a field procedure plan for the quantitative population-based household survey that responds to the specific objectives and evaluations questions.												
8	Data treatment and analysis plan												
	Detailing a data treatment and analysis plan that responds to the specific objectives and evaluations questions.												
9	Data set, data codebook, edit rules, and syntax for data analysis, including syntax for variable transformations												
	a. Raw data set;												
	b. Edit rules for cleaning data;												
	c. Data codebook;												

	d. Syntax for all data analysis and variable transformations;												
	e. Final data set for each implementing partner that includes cleaned data, sampling weights at each stage, final sampling weights, and all derived indicators; and												
	f. Sampling weights used to tabulate the aggregate-level estimates for the ZRBF performance Indicators												
10	Briefings for the UNDP ZRBF Management unit, steering committee, GoZ and development partners												
	Presenting findings, conclusions, lessons learned, and recommendations of the baseline survey. A formal, final briefing should include a PowerPoint presentation and cover the contents of the evaluation's												

	report, such as findings, conclusions, lessons learned, and recommendations												
1 1	Draft baseline survey report												
	a. The draft report must be presented in English.												
	b. Presenting the estimates and confidence interval for all indicators (impact and outcome) at the overall program level and by implementing partner.												
1 2	Final baseline survey report												
	This report will be a revised version of the draft baseline survey report that incorporates the comments of the steering committee, UNDP, EU, DFID, GoZ & grant recipients consortia. The final report must be presented in English. Any translation costs must be considered in the Contractor's cost proposal.												

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(3) The contract will be awarded to the offerors who obtain the highest cumulative score for the Technical and Financial Proposals.

TABLE 7.2 Additional Consultancy Costs

Services Required	Qty	Unit Cost	Total (US\$)
International travel and Per Diem In-country costs for data collection and interviewing, Communications, Report preparation and reproduction			
Other costs as appropriate			

~ The table 7.2 is only a proposed template, bidders can propose in their own templates if required. These services would not be evaluated for selection of the preferred bidder. UNDP and participating agencies will decide on incorporating the optional services in the main Travel Management contract based on the proposed methodology and financial quotes of the selected service provider.

Section 8: Contract for Professional Services

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
- | <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
| | | | |
| | | | |
- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

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

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

OPTION 1 (FIXED PRICE)

3. Price and Payment

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

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

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

3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

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

5. Submission of invoices

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

.....

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

6. Time and manner of payment

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

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

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND DESIGNATION]

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

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____

UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-

contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter

alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon

expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

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