



REQUEST FOR PROPOSALS (RFP)

To: Qualified Firms and CSOs	DATE 4 March 2020
	REFERENCE: UNDP-RFP/UGA20/005 Request for PROPOSALS (RFPs) from consultancy firms/CSOs to: implement Grants for addressing violence against Women and Girls in Mining under the Spotlight Initiative Sector in Amudat, Kasese, Kitgum, Arua and Tororo Districts

Dear Sir / Madam:

We kindly request you to submit a proposal to implement Grants for addressing violence against Women and Girls under the Spotlight Initiative.

Please be guided by the form attached hereto as Annex 3, in preparing your Proposal.

Proposals may be submitted by hand on or before **19th March 2020 at 5.00 pm** to the below address:

Email: tenders.kampala@undp.org

Technical and Financial proposals **MUST BE submitted as two different files and must be password protected.**

Each submission MUST clearly indicate the RFP Reference number i.e. **"RFP_ UNDP-RFP/UGA20/005"** clearly indicating the name of the Proposer,

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal.

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

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

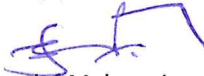
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms/CSOs not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Alexander Muhwezi
Procurement Analyst

Description of Requirements

Context of the Requirement	<p>Uganda has over the years committed to promoting gender equality, role of women in development and address issues of Violence Against Women, Girls and Children (VAW/VAC). The country has various good frameworks including the Uganda 1995 Constitution, the Vision 2014; The National Development Plan II; Uganda Gender policy (2007), The Domestic Violence Act (2010); The Prohibition of FGM Act (2010); The Prevention of Trafficking in Persons Act (2009), The Penal Code Act (Amended 2007); The Local Government Act, among others. Institutions such as Ministry of Gender Labour and Social Development, Equal Opportunities Commission; National Planning Authority; other government institutions (MDAs) and CSOs have also promoted gender equality and economic empowerment of women. These institutions have made efforts to address issues of Violence against Women and Girls; Sexual and Reproductive Health Rights. Globally, this call is embedded in the 2030 Agenda for sustainable Development and other frameworks that emphasize the achievement of gender equality and women empowerment.</p> <p>Despite all these efforts, Uganda still ranks 162nd on the Gender Inequality Index with gender-based violence still a major concern in public and private spaces. Reports show that 56% of women have experienced spousal violence and 22% have experienced sexual violence and over 9000 new cases of gender-based violence were reported since 2017 in refugee hosting areas. EOC also reported the national compliance to Gender and Equity requirements for FY 2018/2019 was 55%. For 2019, 10% and 68% of the Ministries, Departments and Agencies (MDAs) did not commit funds to outputs that address gender and youth concerns respectively and 67% MDAs did not reflect concerns of Children, PWDs and Older persons. The Local Government Budget Framework Papers (2019/2020) indicated low compliance with over 107 District Local Government (DLG) framework papers below the minimum 50% and were not issued certificates of compliance for 2019/2020 FY. The statistics of the spotlight target districts compliance indicate Arua with 55%; Amudat 37%; Kasese 25%; Kitgum 34%; Kyegegwa 60% and Tororo 55%.</p>
Implementing Partner	UNDP
Responsible Parties for UNDP	Ministry of Energy and Mineral Development; Ministry of Trade, Industry and Cooperatives
Brief Description of the Required Services	Request for Proposals (RFP) for CSOs to implement Grants for addressing violence against Women and Girls in Mining under the Spotlight Initiative Sector in Amudat, Kasese, Kitgum, Arua and Tororo Districts
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Inception report 2. Progress report 3. Final report
Person (s) to Supervise the Work/Performance of the Service Provider	UNDP (Team Leader for Institutional Effectiveness Programme)
Frequency of Reporting	Quarterly and regularly in accordance to deliverables timeframes
Progress Reporting Requirements	Electronic and hard copies highlighting progress in accordance with UNDP reporting formats
Location of work	4 selected project districts (Amudat, Kasese, Kitgum, Arua and Tororo Districts)
Expected duration of work	9 months
Target start date	13 April 2020

Latest completion date	13 January 2021																	
Travels Expected	To the target districts of Amudat, Tororo, Arua, and Kitgum, or as necessary to achieve the deliverables requested in this RFP.																	
Special Security Requirements	N/A																	
Facilities to be Provided by UNDP	<input checked="" type="checkbox"/> Others Access to progress reports, project documents, and other information relevant to assignment All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the firm (transport, professional fees, software, hardware, communication, consumables, etc.)																	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required. To be included in the technical proposal.																	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Technical proposals must identify who in the organization would be taking the role of Team Leader and specify the roles of the different staff proposed.																	
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (UGX)																	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																	
Payment Terms	<table><tr><th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr><tr><td>Inception Report</td><td>30%</td><td>27 April 2020</td><td rowspan="3">Submission of acceptable project Inception Report Submission of Progress Report Submission of Final Report</td></tr><tr><td>Progress Report</td><td>40%</td><td>End of First Quarter after start of implementation</td></tr><tr><td>Final Report</td><td>30%</td><td>Beginning of month of last quarter on implementation</td></tr></table>				Outputs	Percentage	Timing	Condition for Payment Release	Inception Report	30%	27 April 2020	Submission of acceptable project Inception Report Submission of Progress Report Submission of Final Report	Progress Report	40%	End of First Quarter after start of implementation	Final Report	30%	Beginning of month of last quarter on implementation
Outputs	Percentage	Timing	Condition for Payment Release															
Inception Report	30%	27 April 2020	Submission of acceptable project Inception Report Submission of Progress Report Submission of Final Report															
Progress Report	40%	End of First Quarter after start of implementation																
Final Report	30%	Beginning of month of last quarter on implementation																
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Technical reports will be submitted to UNDP (Team Leader for Institutional Effectiveness Programme)																	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																	
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																	
Criteria for the Assessment of Proposal	Technical Proposal (70%) <ul style="list-style-type: none">• Expertise (30 points)• Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40 point)• Management Structure and Qualification of Key Personnel (30 points)																	

	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> 1 or more Consultancy Firms/CSOs, depending on the following factors:</p> <ul style="list-style-type: none"> • Reputation of the consultancy firm/CSO in undertaking the proposed activities • Experience in executing similar assignments
Annexes to this RFP	<ul style="list-style-type: none"> • Detailed TOR (Annex 2) • Form for Submission of Proposal (Annex 3) • Evaluation Criteria Annex 4 • General Terms and Conditions / Special Conditions (Annex 5)
Contact email for Inquiries (Written inquiries only) ¹	<p>ug.procurement.undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>The Financial Proposal and the Technical Proposal submissions MUST BE SUBMITTED AS TWO SEPARATE files and each of them must be password protected individually and clearly marked as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each submission MUST clearly indicate the name of the Proposer. The email subject shall bear the RFP Reference no. and shall include the Proposer's name. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper labeling by the Proposer.</p>



Detailed TORs

Implement Grants for addressing violence against Women and Girls under the Spotlight Initiative Sector in Amudat, Kasese, Kitgum, Arua and Tororo Districts

Location:	4 districts <u>Amudat, Kasese, Kitgum, Arua and Tororo Districts</u> Uganda
Application deadline:	19 March, 2020
Type of Contract:	Consultancy services??
Post Level:	Local
Language Required:	English
Starting Date:	06 April 2020
Duration of Contract:	9 months

I. Introduction

Uganda has over the years committed to promoting gender equality, role of women in development and address issues of Violence Against Women, Girls and Children (VAW/VAC). The country has various good frameworks including the Uganda 1995 Constitution, the Vision 2014; The National Development Plan II; Uganda Gender policy (2007), The Domestic Violence Act (2010); The Prohibition of FGM Act (2010); The Prevention of Trafficking in Persons Act (2009), The Penal Code Act (Amended 2007); The Local Government Act, among others. Institutions such as Ministry of Gender Labour and Social Development, Equal Opportunities Commission; National Planning Authority; other government institutions (MDAs) and CSOs have also promoted gender equality and economic empowerment of women. These institutions have made efforts to address issues of Violence against Women and Girls; Sexual and Reproductive Health Rights. Globally, this call is embedded in the 2030 Agenda for sustainable Development and other frameworks that emphasize the achievement of gender equality and women empowerment.

Despite all these efforts, Uganda still ranks 162nd on the Gender Inequality Index with gender-based violence still a major concern in public and private spaces. Reports show that 56% of women have experienced spousal violence and 22% have experienced sexual violence and over 9000 new cases of gender-based violence were reported since 2017 in refugee hosting areas. EOC also reported the national compliance to Gender and Equity requirements for FY 2018/2019 was 55%. For 2019, 10% and 68% of the Ministries, Departments and Agencies (**MDAs**) did not commit funds to outputs that address gender and youth concerns respectively and 67% MDAs did not reflect concerns of Children, PWDs and Older persons. The Local Government Budget Framework Papers (2019/2020) indicated low compliance with over 107 District Local Government (**DLG**) framework papers below the minimum 50% and were not issued certificates of compliance for 2019/2020 FY. The statistics of the spotlight target districts compliance indicate Arua with 55%; Amudat 37%; Kasese 25%; Kitgum 34%; Kyegegwa 60% and Tororo 55%.

II. Situation analysis

Uganda is a signatory to various international and regional instruments that promote gender equality. These instruments recognize violence against women and children as a form of discrimination and oblige states to protect, respect and attain highest standards for Sexual and Reproductive Health Rights. These include: the 2030 Agenda for Sustainable Development; The Convention on Elimination of all Forms of Discrimination Against Women (CEDAW) - 1992; the Beijing Declaration and Platform for Action -1995; The Declaration on Elimination of Violence Against Women (DEVAW)-1993; Africa Agenda 2063; UN Security Council Resolution (UN SCR) 1325 on Women, Peace and Security; UN SCR 1820 on Sexual Violence in Situations of Armed Conflict; among others.

At the national level, government has put in place enabling laws, policies and institutions to promote gender equity and women empowerment and address GBV and VAC. These include: The Uganda Constitution (1995); The Uganda Vision 2040; National Development Plan II; Gender Policy 1997; National Policy on the Elimination of GBV (2016) and its Action Plan; The National Male Engagement Strategy (2017); Domestic Violence Act 2010; Prohibition of Female Genital Mutilation Act 2010; the amended Penal Code Act Cap 120; The Children's (Amended) Act 2016; The Child Policy and implementation plan; The Public Finance Management Act (2015), among others. Government also has several institutions that promote gender and aim to address issues of GBV. These include the Uganda Human Rights Commission; Ministry of Gender Labour and Social Development (MGLSD); Ministry of Justice and Constitutional Affairs; Uganda Law Reform Commission and Parliament, among others.

In addition to supporting policies and institutions, capacity building interventions are in place in various institutions (universities, colleges, institutes) that offer trainings in gender, gender mainstreaming, budgeting, programming, among other courses. Spotlight also addresses key risks or contributing factors to violence against women and children, such as alcohol abuse, access to justice and impunity, economic and livelihood opportunities, insecure physical environments/public spaces as well as supporting formation and formalization of small-scale women businesses including those in Artisanal and Small-scale Mining (ASM) Associations, village savings and loan associations (VSLAs), markets, farming associations, among others, and facilitate linkages to productive value chains, including financing opportunities.

III. Rationale

In order to address this challenge of increasing violence against women and girls, EU has funded a UN joint programme, **the Spotlight Initiative to eliminate violence against Women and Girls**. This initiative involves 8 UN agencies (UNDP; UN Resident Coordinator's Office, UN Women, UNFPA, UNICEF, UNDP, UNHCR, IOM, OHCHR, and Pulse Lab); select Ministries, Departments and Agencies (MDAs); District Local Governments (DLGs) selected CSOs; Private Sector and academia. The programme focus areas are: i) Enhanced legislative and policy framework; ii) Strengthened institutions; iii) Prevention and social norm change; iv) Quality survivor services and ending impunity for VAWG, including SGBV and HP; v) Improved data availability and capacities; and vi) Strengthened women's movement and civil society engagement.

UNDP under spotlight is focusing on enhancing efficiency in gender responsive budgeting, monitoring, improved evidence-based advocacy, periodic policy review to integrate and allocate resources to deliver on SGBV, HP and SRHR, HP and SRHR. UNDP will also pilot innovations and scale-up evidence-based models with livelihood opportunities to comprehensively address violence against women and girls.

In order to facilitate access for women to economic and livelihood support, the Spotlight Initiative in Uganda aims to support formation and formalization of small-scale women businesses including those in Artisanal and Small-Scale Mining (ASM) Associations, village savings and loan associations (VSLAs). The Programme also facilitates linkages to productive value chains and inclusive financing opportunities in the mining sector including the Development Minerals sector. This focus has been chosen because the Mining Sector is largely dominated by Artisanal and Small-Scale Miners (ASMs) of which 44% are women especially in the case of the Development Minerals sector of Uganda.

To deliver the above interventions, UNDP is calling for grant proposals from competent CSOs to implement gender and livelihood assistance activities in selected districts, as detailed in the tracks below. Interested CSOs are expected to present proposals on how they will implement these grants under the different tracks below.

A. Consultancy Applications:

Track 1: Formation and formalization of women's mining associations; support operationalization of the rights-based approach for economic security strengthening and integration of mine and quarry-based grievance handling practices with community-based reporting pathways for holistic management of GBV incidences; Financial sustainability training and mentorship for women's associations; Provide linkage and access to Inclusive Financing

mechanisms for women-led SMEs. Districts of Focus: Amudat, Kasese, Kitgum and Tororo Districts; *(In partnership with Ministry of Energy and Minerals Development, Ministry of Trade, industry and Cooperatives)* –**Budget allocation 130,000/\$32,500 per district.**

Track 2: Support Enterprise Development for women mining associations – one CSO to manage sub-granting to CBOs in Amudat, Kasese, Kitgum and Tororo Districts. The CSO must demonstrate strong experience in managing grants *(In partnership with Ministry of Energy and Minerals Development; Ministry of Trade, industry and Cooperatives).* - **Budget allocation \$70,000**

B. Eligibility:

CSOs must:

- Have demonstrable experience of at least 5 years in the Track areas being applied for
- Have experience in GBV, Human Rights Based Approach to programming;
- Have demonstrable experience in provision of Business and Enterprise Development Services;
- Have demonstrable experience in Grant Management;
- Work in Extractives Sector, particularly in Mining in Uganda.
- Have experience in economic empowerment activities and actions that promote gender equality.
- Have demonstrable experience working with government and the United Nations

C. Selection Criteria

Refer to annex 4

D. Institutional Arrangements

- i. The CSOs under the different Tracks will be directly supervised under the day to day supervision of the Project Manager but with overall reporting to UNDP
- ii. The CSOs will at field level work closely with the relevant institutions and field officers for the day to day oversight and reporting;
- iii. The CSOs will provide Technical monthly reports to UNDP, copy in the relevant institutions using the UNDP reporting template; In some cases, as may be required, more frequent reports and briefs shall be provided by the CSOs;
- iv. The CSOs are expected to liaise/interact/collaborate/meet with UNDP and UN agencies in the course of performing the work. The extent of participation of these collaborative entities during implementation will be solely for ensuring effective delivery of intended services and avoidance of duplication of efforts. The overall management of the contract will be handled by UNDP;
- v. The project will not provide any facility, support personnel, support service, or logistics to the CSOs during implementation. It is expected that the CSOs will use its personnel, services and logistics to deliver on the required services.

E. Duration of the Work

The intervention will be implemented in a period of 9 (nine) months commencing immediately upon signature of contract. The CSOs are expected to adhere to the specified dates as the deliverables.

F. Deliverables and payment schedules for the Assignments

	Assignment & Duration
Deliverable& %payment	Assignment implement Grants for addressing violence against Women and Girls under the Spotlight Initiative in the mining sector in Amudat, Kasese, Kitgum, Arua and Tororo Districts

Inception Report 30%	13 April 2020
Progress Report 40%	15 July 2020
Final Report 30%	30 October 2020
Partners	Ministry of Energy and Mineral Development; Ministry of Trade, Industry and Cooperatives

Condition for Payment Release: Upon submission and approval of reports

G. Location of Work

Services shall be delivered to selected 4 districts (Kasese, Tororo, Kitgum and Amudat). For Track One the selected CSOs will be required to be physically present in the districts during implementation of activities. Track Two CSO will need to provide strong evidence of an activity footprint, presence and/or active partnerships in the four target districts.

Applications should be submitted in soft copy to UNDP Uganda by email to tenders.kampala@undp.org ; UNDP espouses equal participation of men and women; and women-led firms/CSOs are highly encouraged to apply. Please ensure that your project proposal is clear and concise, preferably between 08-10 pages, excluding the attachments. **Submissions must be not more than 30Mbs** in size; larger files can be submitted using the WeTransfer free online file sharing service.

For further details, please visit <http://procurement-notice.undp.org> to download the full project proposal template and kindly follow instructions. Deadline for submission of applications: **19th March, 2020**. Languages Required: English. Applicants who do not receive feedback within 21 days from the closing date must consider their applications as unsuccessful.

A. Scope of Proposal Price and Schedule of Payments

- a) The contract price will be a fixed output-based price regardless of extension of duration;
- b) The potential contractor should submit an all-inclusive bid with detailed costing for professional fees, operational costs, and support personnel to be deployed, travel costs anticipated etc.
- c) Payment will be made by UNDP upon achievement of the corresponding milestones identified and outlined in this RFP (Data sheet) in accordance with an approved work plan and budget.

B. Recommended Presentation of Proposal

For purposes of generating a proposal whose contents present the required information, it is recommended that the offeror adopts the format below:

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL²*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)*

[insert: Location].

[insert: Date]

To:

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

The Service Provider must provide:

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

²This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁴(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

To:

Dear Sir/Madam:

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

D. Cost Breakdown per Deliverable*

	Deliverables (specified in Table F) [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report	30%	
2			
3	Progress Report	40%	
4		30%	
5	Final Report		
	Total	100%	

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example] (This total must equal tables D above and for sub region specific where established or preferred)

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Leader				
Technical Expert				
Support staff 1				
Support staff 2				
Support staff 3				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
3. Reproduction				
4. Equipment Lease				
5. Others				
III. Other Related Costs				

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

⁴This serves as a guide to the Service Provider in preparing the Proposal.⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	340					
2.	Proposed Work Plan and Approach	50%	400					
3.	Personnel	20%	260					
	Total		1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1			Points obtainable	Company / Other Entity				
				A	B	C	D	E
Expertise of firm / organisation submitting proposal								
1.1	Reputation of Organization and Staff (Competence / Reliability)		40					
1.2	Litigation and Arbitration history		15					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)		85					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it		15					

	offers a chance to access specialised skills.						
1.5	Quality assurance procedures, warranty	25					
1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	160					
		340					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the task?	30						
2.2	Have the important aspects of the task been addressed in sufficient detail?	25						
2.3	Are the different components of the project adequately weighted relative to one another?	20						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55						
2.5	Is the conceptual framework adopted appropriate for the task?	65						
2.6	Is the scope of task well defined and does it correspond to the TOR?	120						
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85						
		400						

Technical Proposal Evaluation Form 3				Points Obtainable					Company / Other Entity				
									A	B	C	D	E
3.1	Task Manager			130									
	Sub-Score												
	General Qualification		115										
	Suitability for the Project												
	10 years in conducting Gender advocacy related work with focus on VAW/VAC/SRHR	20											

	7 years' experience in capacity strengthening with a focus on gender and GBV. Expertise in grant management and business development service extension	20							
	Expertise in capacity building, including training needs and capacity assessments. Experience in gender integration in the extractives sector	45							
	Knowledge/record of undertaking related assignments with Business Development Service Providers and/or the Mining Sector	30							
	- Language Qualifications		15						
			130						
3.2	Senior Expert		110						
		Sub-Score							
	General Qualification	95							
	Suitability for the Project								
	5 years in conducting Gender advocacy related work with focus on VAW/VAC/SRHR	15							
	5 years' experience in training curriculum development and delivery with a focus on gender and GBV. Expertise in managing programmes focusing on issues of SGVB; VAW/VAC and SRHR	15							
	Expertise in capacity building, including training needs and capacity assessments. Experience in gender integration in the mining and financial services sector	45							
	Experience working with communities and government institutions	20							
	- Language Qualifications		15						
			110						

3.3	Junior Expert/Support Staff			20					
			Sub-Score						
	General Qualification		15						
	Suitability for the Project								
	-3 years in supporting Gender advocacy related work with focus on VAW/VAC/SRHR	5							
	- Experience in supporting implementation of programmes that mainstream gender and eliminate VAW/VAC at national and subnational level	10							
	- Language Qualification		5						
			20						
	Total Part 3			260					

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party or 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 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:

13.2.2.1a 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** UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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