



## REQUEST FOR PROPOSAL (For Low-Valued Services)

ALL ELIGIBLE PROPOSERS	DATE: 03 April 2020
	<b>RFP_LVS_01_2020</b> <b>PROVISION OF ENVIRONMENTAL CONSULTANCY SERVICES IN THE REPUBLIC OF MOZAMBIQUE</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for the services indicated under the REFERENCE field above.

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

Proposals to be submitted on or before the deadline indicated below under the “Annex 1 - Description of Requirements” field “Deadline for Submission of Proposal” via email only to the address below:

**United Nations Development Programme  
Mozambique Country Office**

Email: [procurement.moz@undp.org](mailto:procurement.moz@undp.org) copy [rym.ghazzali@undp.org](mailto:rym.ghazzali@undp.org)

(please indicate clearly the tender REFERENCE “**RFP\_LVS\_01\_2020**” on all correspondence)  
(please note: email submission only)

Your Proposal must be expressed in the English language and valid for a minimum period of 90 calendar 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 MOZAMBIQUE after the indicated deadline, 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 MOZAMBIQUE 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 MOZAMBIQUE, 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 MOZAMBIQUE after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract 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 MOZAMBIQUE is not bound to accept any Proposal, nor award a contract, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

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

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

Thank you and we look forward to receiving your Proposal.

## Description of Requirements

Context of the Requirement	Strengthening the national health system in Mozambique <b>PROVISION OF ENVIRONMENTAL CONSULTANCY SERVICES IN THE REPUBLIC OF MOZAMBIQUE.</b>
Brief Description of the Required Services	an environmental study and related documents to allow UNDP Mozambique to obtain the required Environmental Permit for the construction of the Manica Medical Warehouse in accordance with the laws of Mozambique.
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Develop a document presenting the parameters and specific information that should guide the preparation of the Environmental Study (EAS) of the Manica Medical Warehouse, according to number 2 in article 12, Decree 54/2015. The Terms of Reference are subject to the approval by UNDP Mozambique and the Environmental Authority. The consulting firm will be responsible to conduct all revision requested by the Environmental Authority, until obtaining the final approval.</li> <li>2. A final version of the Terms of Reference in Portuguese.</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	UNDP MOZAMBIQUE – HSS Programme Manager
Location of work	<input checked="" type="checkbox"/> At Contractor's Location and as defined in the TOR
Expected duration of work	30 man-days
Target start date	15 April 2020
Latest completion date	20 May 2020
Travels Expected	As specified in the TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency
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"/> 90 days In exceptional circumstances, UNDP may, at its own discretion, 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.
No. of copies of Proposal	Original: 1

that must be submitted [online submission <b>only</b> ]	(online submission only to: Email: <a href="mailto:procurement.moz@undp.org">procurement.moz@undp.org</a> copy <a href="mailto:rym.ghazzali@undp.org">rym.ghazzali@undp.org</a> )
Deadline for Submission of Proposal	<b>17 April 2020 at 17:00 hours – Maputo time zone</b> All correspondence to be clearly marked with the <b>tender number</b> (see <b>REFERENCE</b> field from the first page above)
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs of fully delivered product; and b) Receipt of the original invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP MOZAMBIQUE ENVIRONMENTAL AUTHORITY OF MOZAMBIQUE
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	<b>Technical Proposal (100%)</b> <b>As detailed under annex 4 of the present document</b>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider One
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>1</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact for Inquiries (Written inquiries only)	<a href="mailto:rym.ghazzali@undp.org">rym.ghazzali@undp.org</a> Deadline for Inquiries: 2 working days before the submission date. All correspondence to be clearly marked with the <b>tender number</b> (see <b>REFERENCE</b> field from the first page above)  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.

<sup>1</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>2</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

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

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

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

<sup>2</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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

**C. Qualifications of Key Personnel**

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

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

**D. Cost Breakdown per Deliverable**

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
<b>1</b>	<b>Terms of Reference (TdR)</b>		
<b>2</b>	<b>Environmental Study (EAS)</b>		
	<b>Total</b>	<b>100%</b>	

**E. Cost Breakdown by Cost Component\***

<b>F. Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
a. Expert 1				
<b>II. Out of Pocket Expenses*</b>				
1. Travel costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
2. Other related costs				
<b>TOTAL</b>				

*\*Rows under II. Out of Pocket Expenses can be added or deleted as deemed necessary*

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

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

### **1.0 LEGAL STATUS:**

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

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

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

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

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

### **4.0 ASSIGNMENT:**

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

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

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

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

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

### **7.0 INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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



acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

#### **20.0 MINES:**

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

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

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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

## **TERMS OF REFERENCE**

### **FOR A CONSULTING FIRM TO PROVIDE ENVIRONMENTAL CONSULTANCY SERVICES IN THE REPUBLIC OF MOZAMBIQUE (ONE FIRM)**

#### **1. GENERAL BACKGROUND**

In partnership with the National Tuberculosis Control Programme, the Central Medical Store of Mozambique, and the Global Fund, UNDP implements the “Health System Strengthening” Project for the construction, rehabilitation of warehouses and TB wards and shelters, as part of the grant agreements between the Ministry of Health of the Republic of Mozambique (MoH) with the Global Fund in the area of HIV and TB (MOZ-H-MOH, MOZ-T-MOH). UNDP supports the Ministry of Health, through the Central Medical Store of Mozambique (MISAU/ CMAM) to strengthen the capacities of the national medicine supply system and the national Tuberculosis Control Programme to provide quality health services to the population of Mozambique at national and local level, living in remote areas, in absolute poverty, which includes people living with HIV and AIDS, Multi-drug Resistant Tuberculosis (MDR-TB) and Malaria patients.

In Mozambique, the logistical system for the public health sector, covering pharmaceutical products and other health products, is managed centrally by two institutions: The Central Medical Store (CMAM) and the Supply Center (CA). The CMAM manages the supply chain of medicines and other health products for the Ministry of Health. CMAM is responsible for the central level distribution of all pharmaceutical products for use in 1,392 health units. Mozambique’s supply chain is structured according to the Government administration structures (National, Regional, Provincial, district and sub-district levels). The current Mozambique medical storage facilities are divided into four levels, and consist of 3 central warehouses, 11 provincial stores, 147 district stores and 1450 health centers. The current total storage capacity of the Mozambique medical warehouse network is 19,106 pallets. There are plans to expand the central medical warehouse in Maputo and reconstruct the Manica Provincial warehouse.

Under the “Health Systems Strengthening” Project, UNDP’s intervention will contribute to the implementation of the CMAM Strategic Plan for Pharmaceutical Logistics (PELF). In phase I, UNDP will support the construction of Manica warehouse, five MDR-TB hospitals and seventeen waiting areas for the TB patients. In Phase II, UNDP will manage the rehabilitation of provincial warehouses.

UNDP support will contribute to the CMAM and NTP efforts to improve treatment outcomes for MDR-TB, infectious disease control, and storage conditions of the medicines, vaccines and other health products.

The main objective of the project is to strengthen the national health system by reinforcing the medical supply chain system management and enhancing the MDR-TB treatment outcomes through:

- I.) Improved safety, security and storage conditions of medicines, vaccines and other health products at sub-

national level through the construction of a provincial warehouse in Chimoio (Phase I), the rehabilitation of provincial warehouses (Phase II);

II.) Improved conditions of clinical care for MDR TB patients through the construction of five new wards for multi-drug resistant patients and 17 waiting shelters in the TB clinics (Phase I).

In Chimoio, the environmental licensing process is under preparation, as the land for the construction of the Medical warehouse was only identified and given from the Municipality late last year. In addition, an incinerator is going to be installed. The preliminary report from Ministry of Land is available and the recommendation is to proceed with submitting an Environmental Study (EAS).

In this line, UNDP Mozambique is seeking the services of a **qualified consulting firm** to provide environmental consultancy services.

## **2. OBJECTIVE OF THE ASSIGNMENT**

The objective of this assignment is to:

- Elaborate of an environmental study and related documents to allow UNDP Mozambique to obtain the required Environmental Permit for the construction of the Manica Medical Warehouse in accordance with the laws of Mozambique.

## **3. SCOPE OF SERVICES**

The consulting firm will undertake the range of activities described below:

### **3.1 ENVIRONMENTAL STUDY AND OTHER RELATED DOCUMENTATIONS**

Assistance to obtain the Environmental Permit for Manica warehouse

- Elaborate the required and necessary documents as per the Mozambican Decree 54/2015 of 31 December in order to obtain the Environmental Permit for Manica Medical Warehouse, whose activity is considered category B by the Provincial Directorate of Land, Environment and Rural Development of Manica.
- Review the above-mentioned documents until achieving the final approval from the Environmental Authority and coordinate all the logistics related to the Public Consultation.

## **PROPOSED APPROACH**

The Consulting firm will produce its schedule of activities and deliverables, based on its understanding of the present terms of reference. The following activities are necessary in to produce the required outputs:

- Briefing and debriefing meetings with the UNDP team
- Site inspection
- Consultation and approval meetings with key stakeholders (Ministry of Health, Ministry of Environment and other key Ministries; CMAM; Provincial authorities of different key sectors; Expanded Vaccination Programme (PAV); National Logistics Working Group partners; Partners with experience with waste management; Others, as proposed after the situation analysis).

#### 4. DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

Expected Starting Date	15/04/2019
Man-days	Up to 30 man-days
Duty Station	Maputo with expected visits to Manica warehouse
Expected places of travel	Chimoio

**All envisaged travel costs must be included in the financial proposal.**

#### 5. REQUIRED OUTPUTS

##### ◆ Terms of Reference (ToR)

Develop a document presenting the parameters and specific information that should guide the preparation of the Environmental Study (EAS) of the Manica Medical Warehouse, according to number 2 in article 12, Decree 54/2015. The Terms of Reference are subject to the approval by UNDP Mozambique and the Environmental Authority. The consulting firm will be responsible to conduct all revision requested by the Environmental Authority, until obtaining the final approval.

A final version of the Terms of Reference is required in Portuguese only.

##### ◆ Environmental Study (EAS)

A document presenting a simplified technical and scientific analysis of the consequences of the implementation of the Manica Medical Warehouse, according to number 3 in article 12, Decree 54-2015, in order to obtain the Environmental Permit.

The Environmental Study is subject to approval by UNDP Mozambique and the Environmental Authority. The consulting firm is responsible to conduct all revision requested by the Environmental Authority, until obtaining the final approval.

Apart from the roles and responsibilities described in the Decree 54/2015 related to the Public Consultation, such as lead the process and develop the Report, the consulting firm shall also coordinate all logistics related to the Public Consultation.

**All costs regarding Public Consultation must be included in the financial proposal.**

The final version of the Environmental Study is required in Portuguese only.

#### 6. MONITORING AND PROGRESS CONTROLS

Outputs	Estimated Duration	Target Due Dates	Review and Approvals
Terms of Reference (TdR)	10 man-days	Second week from contract signing	Review and Approval by UNDP. Final Approval by Environmental Authority.
Environmental Study (EAS)	Up to 15 man-days	Fourth week from contract signing	Review and Approval by UNDP. Final Approval by Environmental Authority.



## 7. REQUIRED EXPERTISE AND QUALIFICATIONS

Required expertise: **one (1) environmental specialist firm**

Key qualifications and expertise of the environmental specialist firm:

- Demonstrated experience in Mozambique with works in the fields of consultancy, auditing, outsourcing and training (mandatory).
- Demonstrated experience in Mozambique in the areas of quality, environment, health and safety at work (mandatory).
- Sound background undertaking in Mozambique activities to evaluate environmental impact and risks (mandatory).
- Minimum of 5 (five) years of experience in Environmental Assessment in Mozambique.
- Demonstrated experience in completing a minimum of 2 environmental licensing projects of infrastructure works in Mozambique; (applicant is required to provide comprehensive details).
- Previous experience in implementing a waste incineration plant will be considered an asset.
- Previous experience in medical waste management, particularly pharmaceutical waste, will be considered an asset.
- The consultant is required to be duly registered at the by Ministry of Land, Environment and Rural Development (MITADER) and have valid permit until at least 2021 by the time of submission of the expression of interest.
- National certifications issued by MITADER valid by the time of submission of the expression of interest (mandatory): “Certificado de Consultor de AIA”; “Certificado de Auditor Ambiental”.
- International certifications (desirable): ISO.
- Fluency in written and spoken in both Portuguese and English is required.

## 8. LINE OF REPORTING

The consulting firm reports to the UNDP-MoH Programme Manager.

The consulting firm will submit each output to UNDP – HSS Programme Manager. UNDP Mozambique will endeavor to review and approve the output within ten (10) working days following which the document will be transmitted to the Environmental Authority for approval, which deadline to convey decisions is specified in Decree 54/2015.

**The consultant presence is not required full time in UNDP Mozambique premises. The consultant firm is responsible to secure all its work equipment and materials.**

## 9. SCHEDULE OF PAYMENT

UNDP Mozambique will proceed with installment payments as detailed below:

Output	Percentage payment	Approval
Terms of Reference (ToR)	30%	Following formal approval by the Environmental Authority
Environmental Study (EAS)	70%	Following formal approval by the Environmental Authority

## 10. EVALUATION METHODOLOGY AND CRITERIA

### Methodology

The evaluation is based on a qualification (pass/fail) assessment to determine whether proposals meet the eligibility and qualification criteria described in the evaluation criteria table below. Proposals determined to meet the eligibility and the qualification criteria shall then be considered for the next stage. Proposals not meeting the qualification criteria shall be rejected.

The selection process will follow on a weighted technical and financial evaluation procedure where:

- The Technical Criteria weights 70 percent; and
- The Financial Criteria weights 30 percent

The Selection of bidders will be based on a combined technical and financial. Only offers with technical score equal or exceeding 70 points will be considered for the Financial Evaluation.

The final score shall be calculated as follows:

$$\text{Final Score (NG)} = (\text{Nt} \times \text{T} \%) + (\text{Nf} \times \text{F} \%)$$

The contract will be awarded to the firm scoring the highest score.

### Evaluation criteria table

Technical evaluation criteria	Points
Bidder's General experience: Minimum of 5 years of experience in Environmental Assessment in Mozambique (10 points for 5 years' experience; 2 points per additional year of experience up to a maximum total of 10 years of experience)	20
Understanding of the TOR and the Overall Quality of the Proposal	10
Bidder's Specific experience in at least two (2) similar assignments in similar institutions (bidder should provide attestations duly signed by the companies for which the bidder provided similar services. The document should include signatory name, email and telephone) (5 points per relevant experience up to a maximum of 10 points)	10

Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference, with proposed implementation plan supporting the different tasks under the present assignment	30
Demonstrated experience in Mozambique with works in the fields of consultancy, auditing, outsourcing and training.	5
Demonstrated experience in Mozambique in the areas of quality, environment, health and safety at work.	15
Sound background undertaking in Mozambique activities to evaluate environmental impact and risks.	5
Proficiency in Portuguese and English language	5
<b>Total</b>	<b>100</b>

## 11. APPLICATION PROCEDURE

The application package must contain the following:

### I. A technical Proposal

**Your technical proposal must include the following documents:**

- A Duly accomplished **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;
- Proof of registration at the by Ministry of Land, Environment and Rural Development (MITADER) – (mandatory)
- Copy of a valid national certification issued by MITADER “Certificado de Consultor de AIA”; “Certificado de Auditor Ambiental”.
- A brief description of why the firm considers itself as the most suitable for the assignment;
- The firm's CV, including the CVs of its members;
- A comprehensive methodology and approach to complete this assignment;
- A Proposed implementation plan supporting the different tasks under the present assignment;
- Detailed example of previous experience in completing at least 2 environmental licensing projects of infrastructure;
- The personal CV or completed P11 Form of the proposed environmental specialist, indicating all experience from similar projects;
- A written confirmation from the proposed environment specialist confirming his/her availability for this assignment;
- Three (3) professional references from the consulting firm's most recent clients.

### II. A Financial Proposal

- Daily fee: The financial proposal should indicate **AN all-inclusive fixed total contract price**, supported by a breakdown of costs, as per template provided.

- The financial proposal must be all-inclusive and take into account various expenses that will be incurred during the contract, including: the daily professional fee; living allowances at the duty station; communications, utilities and consumables; life, health and any other insurance; risks and inconveniences related to work under hardship and hazardous conditions (e.g., personal security needs, etc.). All costs related to organizing and supporting travel to the site visits must also be included when applicable; and any other relevant expenses related to the performance of services under the contract.

## PRESENTATION OF THE FINANCIAL PROPOSAL

The financial proposal must be submitted separately and shall specify a total lump sum amount. The financial proposal shall include a breakdown of this lump sum amount per deliverable and per cost component (including travel, per diems, and number of anticipated working days).

Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

All envisaged travel costs must be included in the financial proposal.

All costs regarding Public Consultation must be included in the financial proposal.

### Cost Breakdown per Deliverable

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Terms of Reference (TdR)		
2	Environmental Study (EAS)		
	<b>Total</b>	<b>100%</b>	

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

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