 **REQUEST FOR QUOTATION (RFQ)**

**Independent Verification of the Milestones of the Letter of Intent**

**between Gabon and Central African Forest Initiative (CAFI)**

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| **RFQ Reference**: **CAFI Gabon LOI (PAP 2834)** | **Date**: **08 December 2020** |

**This Request for Quotation comprises the following documents**:

Section 1: Request for quotation letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: Proposal Submission Cover Letter Form

Annex 5: Verification grid

Annex 6: UNDP General Conditions of Contract for Services

**When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation**.

Thank you and we look forward to receiving your quotations.

# **SECTION 1: REQUEST FOR QUOTATION (RFQ)**

UNDP kindly requests your quotation for the provision of services as detailed in Annex 1 of this RFQ.

## **SECTION 2: RFQ INSTRUCTIONS TO PROPOSERS AND DATA**

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| **Introduction** | Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the [UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement](https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d&Menu=BusinessUnit)  Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.  UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website. |
| **Deadline for the Submission of Quotation** | 07 January 2020, 12:00 am CET  If any doubt exists as to the time zone in which the quotation should be submitted, refer to <http://www.timeanddate.com/worldclock/>.  For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. |
| **Method of Submission** | Quotations must be submitted as follows:  E-tendering  Dedicated Email Address  Courier / Hand delivery  Other Click or tap here to enter text.  **Bid submission Email address**: **bpps.procurement@undp.org**   * File Format: PDF files only, password protected only for the financial proposal * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission: **9MB** * Mandatory subject of email: CAFI -Gabon Independent verification of LOI milestones – Bid * Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. * It is recommended that the entire Quotation be consolidated into as few attachments as possible. * The bidder should receive an email acknowledging email receipt.   [For eTendering method, click the link <https://etendering.partneragencies.org> and insert Event ID information]   * Insert BU Code and Event ID number   Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/ |
| **Cost of preparation of quotation** | UNDP shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Supplier Code of Conduct, Fraud, Corruption,** | All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be found at: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>  Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti> |
| **Gifts and Hospitality** | Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. |
| **Conflict of Interest** | **UNDP requires every prospective Supplier to** avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.  Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.  The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |
| **General Conditions of Contract** | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract  Select the applicable GTC:  X [General Terms and Conditions / Special Conditions for Contract.](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Considerations%20of%20Contracting_UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf&action=default)  ☐ [General Terms and Conditions for de minimis contracts (services only, less than $50,000)](http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/4.%20UNDP%20GTCs%20for%20de%20minimis%20Contracts%20(Services%20only)%20-%20Sept%202017.pdf)  ☐ [General Terms and Conditions for Works](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Award%20and%20Management%20of%20Contract_UNDP%20General%20Terms%20and%20Conditions%20for%20Civil%20Works.docx&action=default)  Applicable Terms and Conditions and other provisions are available at [UNDP/How-we-buy](http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html) |
| **Special Conditions of Contract** | ☐ Cancellation of PO/Contract if the delivery/completion is delayed by [indicate number of days]  ☐ Others [pls. specify] |
| **Eligibility** | A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.  It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.  Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative [amend in case of other eligibility requirements]. |
| **Currency of Quotation** | Quotations shall be quoted in **United States Dollars (US$)** |
| **Joint Venture, Consortium or Association** | If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.  Refer to Clauses 19 – 24 under [Solicitation policy](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation%20Process_Solicitation.docx.docx&action=default) for details on the applicable provisions on Joint Ventures, Consortium or Association. |
| **Only one Bid** | The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.  Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or  b) they have the same legal representative for purposes of this RFQ; or  c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;  d) they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or  e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| **Duties and taxes** | Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:  All prices must:  be inclusive of VAT and other applicable indirect taxes  be exclusive of VAT and other applicable indirect taxes  [according to project and applicable country agreement] |
| **Language of quotation** | French or English  Including documentation including catalogues, instructions and operating manuals. |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:  Annex 2: Quotation Submission Form duly completed and signed  Annex 3: Technical and Financial Offer duly completed and signed and in  accordance with the Schedule of Requirements in Annex 1  ⌧Annex 4: Proposal Submission Cover Letter Form  ⌧Company Profile, complete with CVs for proposed personel  ☐ Registration certificate;  ☐ List and value of projects performed for the last 15 years plus client’s contact details who may be contacted for further information on those contracts;  ☒ List and value of ongoing Projects with UNDP and other national/multi-national organization with contact details of clients and current completion ratio of each ongoing project;  ☒ Statement of satisfactory Performance (Certificates) from the top XXXX clients in terms of Contract value in similar field;  ☐ Completed and signed CVs for the proposed key Personnel;  Other Click or tap here to enter text. |
| **Quotation validity period** | Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| **Partial Quotes** | Not permitted  Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes |
| **Alternative Quotes** | Not permitted  Permitted  If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, Click or tap here to enter text. reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote” |
| **Payment Terms** | 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.  Other Click or tap here to enter text. |
| **Conditions for Release of**  **Payment** | Passing Inspection [specify method, if possible] Complete Installation  ☐ Passing all Testing [specify standard, if possible]  ☐ Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible  ⌧Written Acceptance of Goods, Services and Works, based on full compliance with RFQ requirements  ☐ Others [pls. specify] |
| **Contact Person for correspondence, notifications and clarifications** | E-mail address: **jeanette.krona@undp.org**  **Attention: Quotations shall not be submitted to this address but to the email address for quotation submission above (i.e., bpps.procurement@undp.org). Otherwise, offer shall be disqualified**.  **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.** |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than 5 days before the submission deadline. Responses to request for clarification will be communicated through direct communication to prospective Proposers by email or fax by 31 December 2020 |
| **Evaluation method** | The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer  Other Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% |
| **Evaluation criteria** | Full compliance with all requirements as specified in Annex 1  Full acceptance of the General Conditions of Contract  Comprehensiveness of after-sales services  Earliest Delivery /shortest lead time  Others See above; evaluation method |
| **Right not to accept any quotation** | UNDP is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirement at time of award** | At the time of award of Contract or Purchase Order, Click or tap here to enter text. 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. |
| **Type of Contract to be awarded** | ☐ Purchase Order  ⌧ [Contract Face Sheet](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_General%20Considerations%20of%20Contracting_Contract%20Face%20Sheet%20(Goods%20and-or%20Services)%20UNDP%20-%20Sept%202017.doc&action=default) (Goods and-or Services) (this template is also utilised for Long-Term Agreement) and if an LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)  ☐ [Contract for Works](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Award%20and%20Management%20of%20Contract_Model%20Contract%20for%20Civil%20Works.docx&action=default)  ☐ Other Type/s of Contract [pls. specify] |
| **Expected date for and duration of contract award.** | 01 February 2021  Contract for 5 months, 1 February to 30 June 2021. |
| **Publication of Contract Award** | UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site. |
| **Policies and procedures** | This RFQ is conducted in accordance with [UNDP Programme and Operations Policies and Procedures](https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d&Menu=BusinessUnit) |
| **UNGM registration** | Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org).  The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature. |

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| **Summary of Technical Proposal Evaluation Forms** | | **Score Weight** | **Points Obtainable** |
|
| 1. | Expertise of Firm / Organization | 40% | 400 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 30% | 300 |
| 3. | Management Structure and Key Personnel | 30% | 300 |
|  | **Total** | | **1000** |

|  |  |  |
| --- | --- | --- |
| **Technical Proposal Evaluation**  **Form 1** | | **Points obtainable** |
|
| **Expertise of the Firm/Organization** | | |
| 1.1 | Demonstrated experience with multilateral funds, and understanding of government institutions and AFD and other partners programming procedures and cycles | 25 |
| 1.2 | General Organizational Capability which is likely to affect implementation   * strength of project management support * project management controls | 25 |
| 1.3 | Combined technical expertise of the team assembled in forest monitoring, drivers of deforestation and forest degradation, national forest inventories, greenhouse gas inventories, forest governance, land use planning and civil society participation | 150 |
| 1.4 | Quality assurance procedures, warranty | 25 |
| 1.5 | Relevance of experience in monitoring and evaluation, project cycles | 75 |
| 1.6 | Policy and programming expertise of the Central African Region, especially in Gabon | 100 |
|  | | 400 |

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| **Technical Proposal Evaluation**  **Form 2** | | **Points Obtainable** |
|
| **Proposed Methodology, Approach and Implementation Plan** | | |
| 2.1 | To what degree does the Proposer understand the task? | 20 |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 20 |
| 2.3 | Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal? | 100 |
| 2.4 | Is the conceptual framework adopted appropriate for the task? | 20 |
| 2.5 | Is the scope of task well defined and does it correspond to the TOR? | 40 |
| 2.6 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 100 |
|  |  | 300 |

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| **Technical Proposal Evaluation**  **Form 3** | | | | **Points Obtainable** |
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| **Management Structure and Key Personnel** | | | | |
| 3.1 | Project Manager | |  | 120 |
|  |  | | Sub-Score |  |
|  | General Qualification | |  |  |
|  | Suitability for the Project | |  |  |
| - International Experience | 30 |  |  |
| - Management Experience | 20 |  |  |
| - Professional Experience in the area of specialisation | 20 |  |  |
| - Knowledge of Gabon | 20 |  |  |
| - Language Qualifications 30 | |  |  |
|  | |  |  |
| 3.2 | Team of Experts | |  | 130 |
|  | | | Sub-Score |  |
|  | General Qualification | |  |  |
|  | * Suitability for the Project | |  |  |
| - International Experience | 10 |  |  |
| - Professional Experience in the area of specialisation | 100 |  |  |
| - Knowledge of Gabon | 20 |  |  |
| - Language Qualifications 10 | |  |  |
|  | |  |  |
| 3.3 | Junior Expert |  |  | 50 |
|  | | | Sub-Score |  |
|  | General Qualification | |  |  |
|  | Suitability for the Project | |  |  |
| - International Experience | 5 |  |  |
| - Professional Experience in the area of specialisation | 10 |  |  |
| - Knowledge of Gabon | 30 |  |  |
| - Language Qualification | 5 |  |  |
|  | | 50 |  |
|  | ***Total Part 3*** | |  | 300 |

**ANNEX 1: SCHEDULE OF REQUIREMENTS**

**Terms of Reference**

**Duration**: 5 months (1 February 2021 to 30 June 2021)

**Location**: home-based, with travels to Geneva, Switzerland and Libreville, Gabon.

**Context**

The objective of the Central African Forest Initiative (CAFI) is to recognize and preserve the value of the forests in the region to mitigate climate change, reduce poverty, and contribute to sustainable development. This objective will be attained through the implementation of country‐led, national scale REDD+ and Low Emissions Development (LED) investment frameworks that include policy reforms and measures to address the drivers of deforestation and forest degradation and promote sustainable development.

***The partnership between Gabon and CAFI***

Gabon contains about 18% of the forests in the Congo and Ogooué basins, with forest land covering 88% of its territory. For several decades, the country's economy has been driven by hydrocarbon exports. Although logging is an important component of its economy, the annual rate of net deforestation is only 0.05% (59,406 hectares per year for the 2010-2015 period).

However, due to the fall in oil prices, the diversification of the economy towards other sectors has a significant place in Gabon's development strategy. It is therefore expected to see increased resource exploitation by extractive industries and a rapid expansion of intensive agriculture. Indeed, one of the main objectives of the "Emerging Gabon Plan" is to lead the country to food self-sufficiency and the export of food crops.

LULUCF in Gabon therefore accounts for more than 90% of the country's emissions. Initiatives to reduce deforestation and forest degradation are therefore highly strategic, as Gabon intends to rely on sustainable forest management and the development of the agricultural sector to diversify its economy and pursue its development. Gabon's National Investment Framework (NIF) specifies the relevance of developing a National Land Use Plan (PNAT) and a National Observation System of Natural Resources and Forests (SNORNF) to reduce forest loss. On June 27, 2017, the Government of Gabon and CAFI signed a Letter of Intent establishing a partnership for the implementation of Gabon's National Investment Framework.

The Government of Gabon, with the support of the French Development Agency (AFD), developed a program that was approved by the CAFI Executive Board in March 2018. This program, entitled *"National land use planning and forest monitoring to promote sustainable development strategies for Gabon"* aims to improve land use and LULUCF monitoring in Gabon to reduce and minimize deforestation and forest degradation while maximizing development co-benefits. Program activities aim to develop, adopt and implement a National Land Use Plan (NLUP) and a National Observation System of Natural Resources and Forests (SNORNF) that will contribute to the reduction of GHG emissions from the LULUCF sector in Gabon. The activities are being implemented by the National Climate Council (CNC), the Sustainable Development Authority (ADD), the Gabonese Agency for Space Studies and Observation (AGEOS) and the National Parks Agency (ANPN).

Two additional programs were adopted in 2020 on certification and crop optimization.

***The independent verification of the milestones of the Letter of Intent*** is mandated by the Letter of Intent, under:

ARTICLE IV. THE CONTRIBUTION

The Executive Board, in its decision of 27 June 2017, approved an allocation of up to EIGHTEEN MILLION US dollars (US$ 18 000 000)[[1]](#footnote-2) over the period 2017 to 2021 representing the contribution of CAFI to the implementation of Gabon's National Investment Framework. The allocation is subject to the fulfilment of the conditions in the CAFI Standard Administrative Arrangement including conditions related to availability of funds.

In accordance with the CAFI Fund Standard Administrative Agreement[[2]](#footnote-3), the request from the implementing agency selected by the Government of Gabon will be based on the financial needs, programmatic projections and the relevant financial and narrative reports.

The funding will be made available for programming in two tranches, the first one of up to NINE MILLION US dollars (US$ 9 000 000) upon approval by the CAFI Executive Board of the relevant programmes, and a second one of up to a further NINE MILLION US dollars (US$ 9 000 000) dependent on independent verification as specified in ARTICLE IX of the achievement of the intermediate milestones described in ARTICLE III.

ARTICLE IX. INDEPENDENT VERIFICATION

Both parties agree that the independent verification will comprise a quantitative and qualitative assessment of the level of achievement of the intermediate milestones shown in ARTICLE III., in the context of ARTICLES I and II, and according to three achievement criteria (i.e. full, partial, none). After the signing of this Letter of Intent, CAFI and the Government of Gabon will jointly develop and agree on a document that sets out the modalities of this independent milestone verification and the trigger for the second tranche.

The independent verification is an exercise that is part of a larger process of dialogue between Gabon and CAFI. Its conclusions, although they remain independent, will be examined jointly by both parties to the Letter of Intent and their constituencies.

**Objective of the consultancy**

**UNDP is seeking an audit company or consultancy firm to hire a team of technical experts to undertake an independent verification of the level of achievement, by 31 December 2020, of the “intermediary” milestones of the Letter of Intent**.

The two main deliverables are:

1. An analytical report that comprises
   1. An assessment of the level of achievement of each milestone (fully achieved (at which date), partially achieved or null)
   2. A narrative progress assessment, notably on the basis of the elements provided in the verification grid in Annex 5
   3. For milestones assessed as partial or null in particular, a description of measures taken to address delays and blockages. If these measures are deemed insufficient by the verification team, specific and targeted recommendations will be made.
2. A note that summarizes the recommendations made for each milestone.

**Responsibilities**

**1. The verifiers will be fully independent**. While they will seek feedback on two drafts of the reports, their final conclusions will not necessarily be a consensus document.

**2. The verification will be transparent**. To ensure transparency, the verification team will share with the Government of Gabon and the CAFI Executive Board (via its Secretariat):

* 1. List and dates of planned interviewees
  2. List and dates of effective interviews
  3. List of documents consulted
  4. First draft report
  5. Response matrix to the first report from each party
  6. Second draft report
  7. Response to the second report from each party
  8. Final report

In addition, the final analytical report and recommendation note will be shared publicly on the CAFI web site.

**3. The status (achieved, partial or null) of all “intermediary” milestones (prior to 2021) is verified as of 31 December 2020. Progress towards the final milestones is also evaluated, but not their status.**

4. **The Government of Gabon and CAFI will provide supporting evidence and contacts to the verification**. To complete their tasks, the evaluators will be provided access to the following sources of information:

* 2019 and 2020 versions of the milestones monitoring matrix, provided by the Government of Gabon
* the 2017, 2018, 2019 and 2020 annual programme reports of the French development agency, as submitted to the MPTF-O on 31 March of each year
* the 2018, 2019 annual reports of the CAFI Fund (31 May of each year) and preliminary 2020 report
* programme documents
* reports of programme Steering committee meetings
* CAFI Executive Board decisions related to Gabon
* reports from annual partnership monitoring meetings
* the evaluation methodology (see Annex B)
* any document relevant to the assessment of the milestones, such as reports, studies, terms of reference. Draft documents or document awaiting formal validation will be shared confidentially.

In addition, the evaluators will conduct interviews with

i) stakeholders based in Gabon (Ministry of Forests, National Climate Council, AGEOS, AFD director and programme manager of AFD agencies, Programme management unit, members of the Steering Committee, civil society representatives, private sector) and relevant regional initiatives such as APOI. The contacts will be provided by the National Climate Council, who will also facilitate the interviews if needed, with support of the CAFI Secretariat.

j) CAFI stakeholders based in CAFI donor countries capitals and/or their embassies in Gabon (Norway, France, UK, EU, Germany notably) and the CAFI secretariat. The setting up of these interviews will be facilitated by the CAFI secretariat.

**Reporting**

The team will report to the Head of the CAFI Secretariat. Discussions on methodology and draft reports will be organized with both parties to the Letter of Intent.

**Timelines of deliverables and payments**

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Tentative due date** | **Payments** |
| Inception report, including context, workplan and, per milestone, a list of stakeholders to be interviewed and documents to be consulted | 15 February 2021 | 15% |
| 1st draft of the Analytical report, including list of people interviewed and documents consulted  *(responses to 1st draft to be received by 6 April)* | 22 March 2021 | 15% |
| 2nd draft of the Analytical report  *(responses to 2nd draft to be received by 1 May)* | 16 April 2021 | 15% |
| Final consolidated report and response matrix to comments received by CAFI and Gabon | 15 May 2021 | 20% |
| 1st draft of the recommendation note | 30 April 2021 | 20% |
| Final recommandation note | 30 May 2021 | 10% |
| Meetings with the CAFI Executive Board and Gabonese counterparts or series of interviews, as solicited by the CAFI EB and Government of Gabon | 30 June 2021 | 5% |

**Requirements**

The team of consultants assembled should demonstrate:

* Fluency in English and French (spoken, read and written)
* Technical expertise in forest monitoring, national forest inventories, greenhouse gas inventories, forest governance and land use planning
* Expertise in evaluations and audit
* Policy expertise of the Gabon context, across several sectors
* Technical expertise in various aspects of direct and indirect factors that affects deforestation and forest degradation in Gabon
* Understanding of AFD and other partners’ programming procedures and cycles.

**ANNEX 2: QUOTATION SUBMISSION FORM**

*Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

|  |  |  |
| --- | --- | --- |
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | **Central African Forest Initiative (PAP 2834)** | Date: Click or tap to enter a date. |

**Company Profile**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item Description** | | **Detail** | | | |
| Legal name of bidder or Lead entity for JVs | | Click or tap here to enter text. | | | |
| Legal Address, City, Country | | Click or tap here to enter text. | | | |
| Website | | Click or tap here to enter text. | | | |
| Year of Registration | | Click or tap here to enter text. | | | |
| Legal structure | | Choose an item. | | | |
| Are you a UNGM registered vendor? | | Yes  No If yes, insert UNGM Vendor Number | | | |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) *(If yes, provide a Copy of the valid Certificate):* | | Yes  No | | | |
| Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? *(If yes, provide a Copy of the valid Certificate):* | | Yes  No | | | |
| Does your Company have a written Statement of its Environmental Policy? *(If yes, provide a Copy)* | | Yes  No | | | |
| Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues *(If yes, provide a Copy)* | | Yes  No | | | |
| Is your company a member of the UN Global Compact | | Yes  No | | | |
| Bank Information | | Bank Name: Click or tap here to enter text.  Bank Address: Click or tap here to enter text.  IBAN: Click or tap here to enter text.  SWIFT/BIC: Click or tap here to enter text.  Account Currency: Click or tap here to enter text.  Bank Account Number: Click or tap here to enter text. | | | |
| **Previous relevant experience: 3 contracts** | | | | | |
| **Name of previous contracts** | **Client & Reference Contact Details including e-mail** | | **Contract Value** | **Period of activity** | **Types of activities undertaken** |
|  |  | |  |  |  |
|  |  | |  |  |  |
|  |  | |  |  |  |

**Bidder’s Declaration**

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | **Requirements and Terms and Conditions:** I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them. |
|  |  | I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period. |
|  |  | **Ethics**: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer. |
|  |  | I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and wehave read the United Nations Supplier Code of Conduct :<https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct> and acknowledge that it provides the minimum standards expected of suppliers to the UN. |
|  |  | **Conflict of interest:** I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation’s Point of Contact. |
|  |  | **Prohibitions, Sanctions:** l/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. |
|  |  | **Bankruptcy**: l/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. |
|  |  | **Offer Validity Period:** I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity. |
|  |  | I/We understand and recognize that you are not bound to accept any Quotation you receive, and wecertify that the goods offered in our Quotation are new and unused. |
|  |  | By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf. |

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## **ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES**

***Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted****.*

|  |  |  |
| --- | --- | --- |
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | **CAFI Gabon LOI (PAP2834)** | Date: Click or tap to enter a date. |

**Technical Offer**

*Provide the following:*

* *a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.*
* *a brief methodology, approach and implementation plan;*
* *team composition and CVs of key personnel*

**Financial Offer**

Provide a lump sum for the provision of the services stated in the Terms of Reference your technical offer. The lump sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

**Currency of Quotation:** Click or tap here to enter text.

|  |  |  |
| --- | --- | --- |
| **Ref** | **Description of Deliverables** | **Price** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
|  |  |  |
| **Total Price** | |  |

**Breakdown of Fees**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Personnel / other elements** | **UOM** | **Qty** | **Unit Price** | **Total Price** |
| Personnel |  |  |  |  |
| e.g. Project Manager/Team Leader | day |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Other expenses |  |  |  |  |
| International flights |  |  |  |  |
| Subsistence allowance |  |  |  |  |
| Local Transportation |  |  |  |  |
| Communication |  |  |  |  |
| Other Costs: (please specify) |  |  |  |  |
| **Total** |  |  |  |  |

**Compliance with Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
|  | You Responses | | |
| Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter - offer |
| Delivery Lead Time |  |  | Click or tap here to enter text. |
| Validity of Quotation |  |  | Click or tap here to enter text. |
| Payment terms |  |  | Click or tap here to enter text. |
| Other requirements [pls. specify] |  |  | Click or tap here to enter text. |

|  |  |
| --- | --- |
| I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. | |
| *Exact name and address of company*  Company NameClick or tap here to enter text.  Address: Click or tap here to enter text.  Click or tap here to enter text.  Phone No.: Click or tap here to enter text.  Email Address: Click or tap here to enter text. | Authorized Signature:  Date: Click or tap here to enter text.  Name: Click or tap here to enter text.  Functional Title of Authorised  Signatory: Click or tap here to enter text.  Email Address: Click or tap here to enter text. |

## **ANNEX 4: PROPOSAL SUBMISSION FORM**

[insert: *Location*]

*[insert: Date*

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

Dear Sir/Madam:

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

We hereby declare that :

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Contact Details :

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

**ANNEX 5: VERIFICATION GRID**

The verification grid below will guide the verification team in assessing the status of each milestone, and progress to be reported. The grid below is provided indicatively and will be further discussed between the verification team, Gabon and CAFI during the inception phase of the verification.

|  |  |  |
| --- | --- | --- |
| **1. AFFECTATION DU TERRITOIRE** | | |
| **Administrations concernées** | **Jalons de la Lettre d'intention signée entre le Gabon et CAFI** | **Eléments à considérer** |
| Jalons 2021 | | |
|  | Le plan national d'affectation du territoire est adopté et mis en œuvre | NA |
| **Ministère de l'Agriculture & Secrétariat CAFI** | 1.a. Signature de la Déclaration de Marrakech sur la production durable de l’huile de palme dans le cadre de l’Initiative huile de palme en Afrique (APOI). | **Atteinte complète**  Signature sur le site de l’APOI  **Atteinte partielle et éléments de progrès**  -Evidence d’un processus politique vers la signature  -Evidence (nombre et teneurs) de réunions préparatoires  - Compte rendu de réunions  - Feuille de route.  - Existence d’une stratégie nationale sur le palmier à huile  - participations aux débats au sein de l’APOI |
| **Jalons intermédiaire de juin 2018** | | |
| **Ministère de l'Agriculture & Secrétariat CAFI** | 1.b. Finalisation et adoption du Plan d’action national de la Déclaration de Marrakech sur la production durable de l’huile de palme | **Atteinte totale** :   * finalisation et adoption   **Atteinte partielle et éléments de progrès**   * Existence d’une ébauche (transmissible) de plan d’action, telle que la stratégie nationale sur palmier à huile * Evidence d’un processus visant à son adoption |
| **ANPN** | 1.c. Élaboration et adoption de directives et de définitions nationales visant à assurer que les forêts à HSC et de HVC ne soient pas converties à d’autres usages, conformément au consensus international émergent et aux meilleures pratiques. | **Atteinte du jalon** :  Adoption en Conseil des Ministres  **Atteinte partielle et éléments de progrès**   * Ateliers préparatoires (TdR, CR) * Evidence d’adoption en conseil interministériel * Existence de données de terrain (Document du FREL) * Evidence d’intégration des directives nationales sur non conversion des forêts HSC et HVC par les ministère sectoriels |
| **ANPN** | 1.d. Élaboration, adoption et mise en œuvre selon les principes énoncés ci-dessous d’une politique sur la neutralité carbone de la conversion des forêts non-HSC/HVC à d’autres usages | **Atteinte du jalon** : élaboration, adoption en Conseil des Ministres et mise en œuvre  **Atteinte partielle et éléments de progrès**   * Ebauche de rapport sur la politique de neutralité * Plans pour mettre en œuvre élaborés * Méthodologies pour mesurer la neutralité carbone élaborées |
| 1.e. Établissement d’une méthodologie et d’une feuille de route visant à assurer la participation et le consentement préalable, libre et informé des populations et communautés traditionnelles habitant la forêt aux décisions relatives à l’affectation du territoire. | **Atteinte du jalon** :   * Existence de la méthodologie et de la feuille de route   **Atteinte partielle et éléments de progrès**   * Ebauche d’étude * Feuille de route pour son application |
| **Jalon intermédiaire de juin 2019** | | |
| **ANPN** | 1.f. Fixation préliminaire d’un plafond à long terme relatif à la conversion neutre en carbone des forêts non-HSC/HVC à d’autres usages (et de manière exceptionnelle les forêts HSC/HCV comme indiqué dans l’article I.a.i), conformément aux directives nationales ci-dessus et sur la base d’un besoin initial estimé d’une superficie cumulative dans le long terme de 400 000 ha, et d’un plafond annuel de conversion de 10 000 ha au maximum | **Atteinte du jalon**   * plafond fixé et communiqué   **Atteinte partielle et éléments de progrès**   * Etudes en cours pour informer la fixation du jalon ou données collectées (FREL) |
| 1.g. Rapport sur le respect de l’engagement de non-conversion des forêts HSC/HVC | **Atteinte du jalon** :  Existence d’un rapport synthétisant les résultats  **Atteinte partielle et éléments de progrès**  Ebauche de rapport  Existence de données utilisables dans le FREL |
| **CNC** | 1.h. Rapport sur les progrès réalisés en matière de planification participative et inclusive de l’affectation du territoire contenant notamment :  i. La composition, le mandat et les activités de la Commission nationale interministérielle et des commissions provinciales ;  ii. Un sommaire des processus de consultation et des mesures mises en œuvre pour répondre aux préoccupations actuellement décrites au titre de l’activité 1.5 du Cadre d’investissement national ; et  iii. Un sommaire des activités menées au titre du mécanisme de gestion des plaintes de la Commission Nationale de l’Affectation du Territoire (CNAT). | **Atteinte totale** :  -Existence du rapport finalisé et validé par la CNC  -Le rapport contient les 3 éléments du jalon  **Atteinte partielle et éléments de progrès**   * Existence du rapport mais éléments manquants s * Ebauche du rapport |
| **CNC** | i. Rapport sur l’avancement des activités de cartographie portant sur l’adaptabilité des terres à un usage agricole, à l’extraction minière, la conservation, la vulnérabilité au climat et à l’exploitation durable des ressources naturelles | **Atteinte totale**  Existence du rapport validé par le CNC, qui contient les sous points  **Atteinte partielle**  Existence d’un draft non validé ou sous points manquants |
| **2. SURVEILLANCE DES FORÊTS** | | |
|  | **Jalons de la Lettre d'intention signée entre le Gabon et CAFI** |  |
| **Jalon de décembre 2021** | | |
| **AGEOS et ANPN** | Le SNORNF est opérationnel et permet un suivi efficace de l’UTCF | NA |
| **Jalon de juin 2018** | | |
| **AGEOS et ANPN** | 2.a. Conception du SNRONF achevée. | **Atteinte totale :**  Rapport consolidé de conception, qui inclue i) méthodo validée et ii) inclusion des parties prenantes  **Atteinte partielle**  -Conception de la méthodo détection des perturbations : (note technique)  - masque de données des missions de terrain  - ateliers ou missions de co-développement |
| 2.b. Élaboration d’une méthodologie de surveillance de la neutralité carbone de la conversion des forêts non-HSC/HVC (voir le jalon c à la rubrique 1. | **Atteinte totale**   * Méthodologie élaborée   pour la surveillance de la neutralité carbone  **Atteinte partielle :**   * Normes HSC et HVC * Activités de remesurage * atelier de méthodologie |
| **Jalon de juin 2019** | | |
| **CNC** | 2.c. Soumission d’un Rapport biennal actualisé indiquant les résultats fondés sur l’analyse effectuée par le SNORNF et conforme aux lignes directrices du GIEC. | **Atteinte totale**  Soumissions à la CNUCC (sur le portail de la CNUCC), données harmonisées avec le FREL et la communication nationale  **Atteinte partielle** Ebauche du BUR   * Validation au niveau national |
| **AGEOS** | 2.d. Rapport préliminaire sur la surveillance des activités économiques forestières. | **Atteinte totale**  Rapport élaboré  **Atteinte partielle**  Ebauche du rapport  Groupe de travail entre AGEOS et DGF mis en place (CR de réunions) |
| 2.e. Rapport sur les activités liées au renforcement de l’application de la loi suite aux alertes communiquées par le SNORNF au ministère d’exécution ou à l’agence en charge | **Atteinte totale**  Rapport élaboré sur la base d’alertes du SNORF  **Atteinte partielle**   * Rapport sur les alertes, même si elles ne sont pas fournies par SNORF et sur le suivi effectué |
| 2.f. SNRONF national en cours | Atteinte totale  . |
| 2.g. 750 et/ou 29% des villages cartographiés | **Atteinte totale:**  29% des villages cartographiés  **Atteinte partielle**  Une partie des 750 et/ou 29% des villages sont cartographiés au 31 décembre  - Atteinte de la cible annuelle |
| **3. GOUVERNANCE FORESTIERE** | | |
|  | **Jalons de la Lettre d'intention signée entre le Gabon et CAFI** |  |
| **Jalon de 2017** | | |
| **CNAT** | 3.a. Conformément à l'article 11 du Décret portant création de la CNAT, des représentants de la société civile et du secteur privé sont associés aux travaux de la commission | **Atteinte totale**  PV de réunion et liste de présence démontrant que société civile et secteur privés sont associés  **Atteinte partielle**   * Décret adopté mais pas d’évidence de sa mise en œuvre en ce qui concerne l’article 11 |
| **Jalon de 2018** | | |
| **Ministère de L'économie et Cellule Développement Durable de la Primature + UGP + MOD** | 3.b. Établissement d'un cadre de S&E commun à l'aide internationale au développement pertinente pour aligner les flux de financement et l'assistance technique | **Atteinte totale**  Cadre de S&E mis à jour par le FINEX du MINECO et permettant d’identifier les opportunités d’alignement  **Atteinte partielle**  Cadre existant mais non mis à jour |
| **Jalon de 2019** | | |
| Direction Générale des Forêts | 3.c. Un plan ambitieux de lutte contre l'exploitation forestière illicite est élaboré, validé de manière participative et mis en œuvre progressivement, notamment sur la base de progrès concrets dans les négociations de l'Accord de partenariat volontaire FLEGT entre le Gabon et l'Union européenne | **Atteinte totale**  Plan élaboré  Plan validé (avec évidence de participation)  Evidence de mise en œuvre (certification FSC, fiscalité incitative)  **Atteinte partielle**  Progrès documentés sur l’APV FLEGT (missions)  Ebauche de stratégie forêt par le Min For  Déclarations de haut niveau sur l’exploitation illicite  Tenue des assises sur les forêts |
| **Direction Générale des Forêts**  **Direction Générale des Forêts** | 3.d. Un rapport sur les progrès accomplis en matière de : | **Atteinte totale**  Rapport comprenant les 3 composantes (cadre juridique, application des plans de gestion, renforcement des capacités)  **Atteinte partielle**  Rapport élaboré partiellement mais néanmoins partageable |
| i. Finalisation et mise en œuvre du cadre juridique et réglementaire pour la gestion forestière, l’exploitation et le commerce du bois, cadre adopté selon les échanges inclusifs entre parties prenantes nationales ; |
| ii. Mise en application des plans de gestion qui démontrent une augmentation de la surface sous gestion durable, en pourcentage de la surface totale sous concessions, en comparaison à juin 2017 |
| iii. Renforcement des capacités de l’administration forestière dans les domaines de la surveillance et de l’application des lois, avec notamment la mise en place d’un système d’information et la formation des fonctionnaires. |
| **CNAT et Direction Générale des Forêts** | 3.e. Révision du Code forestier et de ses décrets réglementaires pour définir comment et à quel taux, la superficie des concessions forestières sera réduite de son niveau de 17 millions d'hectares à un maximum de 13 millions d'hectares le plus rapidement possible et pas plus tard que 2025, ainsi que le prévoit le Plan stratégique Gabon émergent | **Atteinte totale**   * Code forestier révisé * Décrets réglementaires * Mesures élaborées pour réduire les hectares convertis comme indiqué   **Atteinte partielle**   * Evidence d’un processus visant à la révision du code forestier * Ebauche |
| **CNAT et Direction Générale des Forêts** | 3.f. Établissement d'une cible de réduction des émissions par hectare et des émissions totales provenant de la dégradation des forêts pour les concessions forestières résiduelles et élaboration et adoption d'un plan d'action pour atteindre cette cible, avec notamment des améliorations des critères d'exploitation visant à réduire les impacts par hectare sur le climat et la biodiversité. | **Atteinte totale**  Cible définie par hectare et des émissions totales  **Atteinte partielle :**  Evidence de collecte de données et d’information pouvant aider à définir cette cible |
| **CNC & Responsable désigné par le Ministère des forêts** | 3.g. Mise en œuvre d'un système d'information sur les garanties conforme aux décisions pertinentes de la CCNUCC et inclusion dans le rapport national à la CCNUCC du premier résumé d'information sur la façon dont les garanties appropriées sont prises en compte et respectées conformément aux décisions de la CCNUCC | **Atteinte totale**   * Système d’information clair * Résumé des informations fourni   **Atteinte partielle**   * Résumé des informations mais sans système clair |

**ANNEX 6: UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1. **LEGAL STATUS**:

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

**2.0 SOURCE OF INSTRUCTIONS**:

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION**:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear. **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

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

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

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

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

**13.1** The recipient (“Recipient”) of such information shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15.0 TERMINATION**

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

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

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

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

**16.0 SETTLEMENT OF DISPUTES**

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

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

**17.0 PRIVILEGES AND IMMUNITIES**:

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

**18.0 TAX EXEMPTION**

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

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

**19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 SECURITY:**

**23.1** The Contractor shall:

* 1. Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
  2. Assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.

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

**24.0 AUDITS AND INVESTIGATIONS:**

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

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor’s premises. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

1. **ANTI-TERRORISM:**

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

1. **AUTHORITY TO MODIFY**:

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

1. Corresponding to a maximum of 150 million Norwegian kroners (N<>OK 150 000 000) [↑](#footnote-ref-2)
2. <http://mptf.undp.org/document/download/15192>http://mptf.undp.org/document/download/15192 [↑](#footnote-ref-3)