NAME & ADDRESS OF FIRM | DATE: 24th AUGUST 2021
---|---
REFERENCE: REQUEST FOR PROPOSAL (RFP) – CONSULTANCY SERVICES TO DEVELOP A MONITORING AND EVALUATION SYSTEM FOR MINISTRY OF LOCAL GOVERNMENT AND RURAL DEVELOPMENT IN BOTSWANA

Dear Sir / Madam:

We kindly request you to submit your Proposal for CONSULTANCY SERVICES TO DEVELOP A MONITORING AND EVALUATION SYSTEM FOR MINISTRY OF LOCAL GOVERNMENT AND RURAL DEVELOPMENT IN BOTSWANA

Please be guided by the form attached hereto as Annex 1, in preparing your Proposal. Proposals technical and Financial in sealed separate envelopes may be submitted on or no later than 17th SEPTEMBER 2021 at 12:00 Noon (Botswana Time) via hand delivery or email to the address below:

United Nations Development Programme
P.O. Box 54, Gaborone, Botswana
Procurement Unit
procurement.bw@undp.org

Your proposal must be expressed in the English, and valid for a minimum period of 90 days.
In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the PDF format, and free from any virus or corrupted files.

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

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

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

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

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

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

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. If 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/content/undp/en/home/operations/procurement/protestandsanctions/

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:  

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Procurement Unit
[designation]
8/25/2021
DESCRIPTION OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>1.0 BACKGROUND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Government of Botswana is focused on to delivering the Vision 2036 which outlines its aspirations to become a prosperous and high-income country. Achieving these ambitious goals will require a stronger focus on accountability, effectiveness and efficiency at all levels of government. The vision is implemented through policies, National Development Plans (NDPs), programmes and projects. One of the six priority areas in the NDP 11 is implementation of an effective National Monitoring and Evaluation System (NMES). Key elements of NMES are regular monitoring and evaluation of policies, strategic plans, programmes, and projects; integration of strategic planning, budgeting and performance management.</td>
</tr>
</tbody>
</table>

The Ministry of Local Government and Rural Development (MLGRD) has just completed the development of 2021-25 MLGRD Strategy and Transformation Plan. Ministry Performance Framework which is aligned to the Strategy and Transformation plan guided by the National Performance Monitoring and Evaluation Manual has been developed.

MLGRD is committed to achieving its strategic objectives by constantly reflecting on level of implementation of policies, programmes and projects. Therefore, the MLGRD Strategy and Transformation Plans (MSTPs) need to be effectively prioritized, monitored and evaluated. To assess and review the progress towards attainment of the strategic goals, efficient digital monitoring and evaluation framework need to be put in place as a matter of urgency to provide near real-time accurate and transparent data on key ongoing programmes and projects and service delivery in pursuance of timely data driven decision making by leadership and improved customer satisfaction. It is worth noting that the current interventions on monitoring and evaluation of programmes and projects to ensure service delivery, are not effective and therefore it is not providing managers and political leaders at all levels with timely and critical information.

The Ministry of Local Government and Rural Development Mandate
The Ministry of Local Government and Rural Development exist to deliver on a National Mandate to:

- Develop and monitor applicable policies and legislations aimed at transforming and strengthening Local Government and traditional institutions (Dikgosi le Makgotla a Setswana) to fulfil their statutory obligations.
- Develop, promote and monitor mechanisms, systems and structures to enable integrated service delivery at Local Government level
- Provide requisite professional support and advice to Local Authorities;

It drives its mandate through Ministry Departments, 16 Local Authorities and 19 Tribal Administration offices which are geographically spread across Botswana. These institutions facilitate development programmes at local level and foster local democracy and governance while also promoting social welfare and economic empowerment of disadvantaged groups.
The legal framework guiding their operations are as espoused in the Local Government Act of 2012; which sets out the responsibilities of District Councils as follows:

- Provide democratic and accountable local governance to local communities,
- Ensure the provision of services to communities in a sustainable manner;
- Promote social and economic development;
- Promote a safe and healthy environment; and
- Encourage the involvement of communities and community organizations in matters of local governance i.e. Village Development Committees, Village Extension Teams, Full Councils and Committees.

The Ministry is also guided by Customary Court Act of 2013 and the Bogosi Act of 2008, to discharge its Tribal Administration mandate which aims at promoting social Cohesion.

The Ministry of Local Government and Rural Development’s overarching concern is to be a competitive, customer-focused center of excellence in social service delivery, social protection, development coordination, community mobilization, local governance and capacity building.

2021-25 MLGRD Strategy and Transformation Plan

The Ministry has developed a five (5) year Strategy and Transformation Plan. This will put MLGRD firmly on the right track towards achieving our collective vision 2036 and describes how over the coming five years the MLGRD will realise this transformation by implementing six interrelated strategic objectives that constitute the fundamental pillars of this plan:

1. To reorganise MLGRD to improve on its organisational performance including M&E,
2. To successfully implement phase 1 of the Decentralisation process,
3. To develop and implement a LG Digital Transformation Strategy and Plan,
4. To play a catalytic role in building resilient and sustainable local economies,
5. To provide effective and efficient local services and infrastructure, and
6. To provide inclusive and shock responsive social protection services.

By bringing these six objectives together in one holistic Strategy and Transformation plan the Ministry aims to generate synergy between these objectives and unite departments and Local Governments to work together to realise its vision to create Sustainable Livelihoods and Effective Local Governance.

These six strategic objectives have a strong link to the four pillars of the Vision 2036 that are integrated in six priorities in the NDP 11 and to the realisation of most SDGs and also to 6 of the 7 objectives of the Economic Recovery and transformation Plan. Currently the Ministry has an Applied Research Unit. Which is mandated to provide technical support on all research related matters.

However, the Performance of MLGRD (i.e. both the Ministry and the LGs) has not been immaculate. Some of the reasons are:
At Ministry and Local Government levels:

- The MLGRD **M&E system is not yet fully functional** and therefore it is not providing its managers and political leaders at all levels with timely and critical information,
- The present **M&E system was not built for the new strategy**. It is therefore not used for guiding planning, monitoring and enabling management as per the new priorities.

It is against this background that MLGRD is seeking services of a consulting firm/team comprising of two (2) Monitoring and Evaluation Experts to develop a M&E System for the MLGRD. The M&E System must be fully aligned with the National M&E System and prepared for automation in the second phase of this project (not included in these ToRs). This process should address the specific characteristics of the MLGRD such as; different level of operations, different types of projects, all levels of the results chain, different data sets, etc.

<table>
<thead>
<tr>
<th>Implementing Partner and Coordinator of the assignment</th>
<th>Ministry of Local Government and Rural Development</th>
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<tbody>
<tr>
<td><strong>2.0 PURPOSE OF THE ASSIGNMENT</strong></td>
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</table>

The main purpose of the assignment is to support MLGRD to develop an operational Results – Based Monitoring and Evaluation System for MLGRD at all levels, i.e. Ministry Departments, 16 Local Authorities and 19 Tribal Administration offices. The MLGRD system must be in line with the National Monitoring and Evaluation System (NMES), the Monitoring and Evaluation Strategy and match NDP, Vision 2036, SDGs and Transformation Agenda indicators.

<table>
<thead>
<tr>
<th><strong>3.0 SCOPE OF WORK</strong></th>
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<tbody>
<tr>
<td>A. Undertake a situational analysis of MLGRD (at all levels, i.e. Ministry Departments, 16 Local Authorities and 19 Tribal Administration offices)</td>
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<tr>
<td>- The consultants must familiarise themselves with the National M&amp;E system, its architecture, and related strategies and manual.</td>
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<tr>
<td>- The consultants must become familiar with key services provided at local government level and corresponding service standards.</td>
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</tr>
<tr>
<td>- Conduct a situational analysis on the current M&amp;E systems and practices, data management, organisational performance and assessment systems and process as well as performance reporting processes. The analysis must describe the current situation and context surrounding the existing gaps in systems and processes on, but not limited to;</td>
<td></td>
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<tr>
<td>o Existing M&amp;E systems, including reporting tools, data collection, progress reporting and performance reviews</td>
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<tr>
<td>o Needs in-terms of the Key Performance Indicators</td>
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</tr>
</tbody>
</table>

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1 A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.
o Data availability
o Data management processes
o Statistical value chain processes (data collection, processing, analysis, dissemination and archiving)
o Roles and responsibilities
  • Undertake a capacity assessment for implementing and managing a results-based monitoring and evaluation system at all levels.
  • Identify capacity gaps and needs at all levels
  • Provide recommendations to inform the way-forward (align to T1.3 & T1.4 in the Monitoring and Evaluation Strategy Implementation plan).

B. Develop a Monitoring and Evaluation Framework for MLGRD, at all levels, that is aligned to the existing NMES frameworks
  • The Framework must support improved coordination, implementation and conduct of M&E activities at three (3) appropriately linked levels; at national, LAs/district as well as the Ministry level.

National Level
  • Study the National M&E System, NDP 11 and Vision 2036 performance frameworks
  • At this level, the Framework must outline relevant local government set of KRAs and appropriate KPIs extracted from the defined NM&E System, NDP 11, Vision 2036.

District Level
  • Study District Development Plans and use a participatory approach to determine the key services provided at District level.
  • Develop common key performance indicators for districts/LAs for comparability based on key services identified above.

MLGRD level
  • Study the 2021 – 2025 Strategy and Transformation Plan.
  • Outline objectives, inputs, outputs and outcomes and indicators to measure implementation of the 2021 – 2025 MLGRD STP key initiatives and results.

Overall, the Framework must consist of, but not limited to,
  o Results/Logic Framework with clear objectives, key performance indicators, baselines and targets.
  o A set of core indicators to be monitored across all LAs, including the 16 districts.
  o A Reporting plan, tools/templates that is harmonized with the one used for the NMES. Including reporting cycles for all levels (who needs which reports and when? Who compiles reports? Who validates reports)?
  o Monitoring and Evaluation Plan
Responsibility Assignment Matrix (RACI) to infuse accountability and ownership of the framework

C. Determine baselines and targets
   • Determine baselines for each indicator
   • Use a participatory approach to establish targets. Use a participatory approach to set targets which will form the basis of determining improvement from the baseline as a result of interventions.

D. Design corresponding administrative data collection systems for all levels
   a. Determine data sources,
   b. data collection tools
   c. frequency of data collection
   d. quality control processes
   e. coordination of data collection
   f. data analysis
   g. dissemination systems

E. Test and validate the M&E System
   • Test the M&E system will serve the practical information needs of intended users.
   • Test the methods, sequences, timing and processing procedures are realistic, prudent and cost effective.
   • Test if the M&E outputs will reveal and convey technically adequate information.

4.0 METHODOLOGY

The consultants will consider the tasks proposed by the MLGRD and propose a detailed methodology and indicate the days needed to undertake the study over a period of 20 weeks in order to complete the deliverables as per the specifications above. The methodology should adopt a consultative and participatory approach to produce the expected deliverables. The entire process of developing the M&E framework should be based on sound knowledge and be derived from global best practices but specifically tailor made for MLGRD and Botswana.

KEY DELIVERABLES
The key deliverables expected from the assignment are:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Explanation/Requirement</th>
<th>Provisional Timelines for Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Report</td>
<td>The report should have a clear roadmap for undertaking and completing the assignment. In other words, the inception report should detail the understanding of the assignment; show how each action in the Scope of Work will be addressed. Include a proposed schedule of tasks, activities, and deliverables.</td>
<td>3 weeks after signing the contract</td>
</tr>
<tr>
<td>Expected Outputs to be Delivered</td>
<td>Conduct A situational Analysis</td>
<td>Undertake a MLGRD situational analysis to identify existing gaps and identify needs in-terms of the Key Performance Indicators, data availability, data management processes or statistical value chain processes (data collection, processing, analysis, dissemination and archiving) and reporting tools, monitoring procedures, roles and responsibilities in regards to operationalizing the anticipated M&amp;E system and provide recommendations to inform the way-forward.</td>
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<tr>
<td>Design Result-Based Monitoring Process</td>
<td>Design an efficient and effective result – based monitoring and evaluation (M&amp;E) process at all levels that outlines objectives, inputs, outputs and outcomes.</td>
<td>8 weeks after approval of the Situational Analysis</td>
</tr>
<tr>
<td>Development of the M&amp;E Framework</td>
<td>Develop the M&amp;E Framework with clearly defined indicators that will be used to measure the attainment of different levels of results; establishment of baselines; setting targets, reporting plan, and tools and templates which will form the basis of determining improvement from the baseline as a result of interventions.</td>
<td>8 weeks after approval of the Designed Result – Based Monitoring Process</td>
</tr>
<tr>
<td>Development of Data Collection Systems</td>
<td>Design corresponding administrative and management data collection systems at all levels, procedures, and protocols, frequency of data collection, data collection tools, quality control processes, coordination of data collection, data analysis, dissemination systems and archiving plan, etc.) These should form part of an integration of a comprehensive RACI Matrix; all captured in user-friendly manuals.</td>
<td>4 weeks after decision on the M&amp;E Framework</td>
</tr>
<tr>
<td>Tested and Validated System</td>
<td>The consultants must test and validate each stage of the system and its related tools and templates.</td>
<td>4 weeks after approval of the M&amp;E System</td>
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<tr>
<td>Total working days:</td>
<td></td>
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### 5.0 PLANNING
The assignment is estimated to be undertaken over a period of maximum **35 weeks** starting from contract placement. Consultants must propose their own detailed implementation/work planning.
plan with activities and timelines for carrying out the assignment. Any extension beyond the agreed period will be a no cost extension.

### 6.0 KEY PERSONNEL - REQUIRED QUALIFICATION AND EXPERIENCE

The Consultants for this assignment should demonstrate extensive experience on past assignments of similar nature, indicating names of clients, nature and scope of work, client contact details, personnel involved and contract value. In addition, the Company/team must possess expertise in all areas associated with this assignment.

Company should have a minimum of 5 years’ experience in national M&E systems, including decentralized M&E, and should show proof of previous systems development and implementation undertaken.

**Lead Consultant** – Should be a Monitoring and Evaluation Expert who will be responsible for overall management of the assignment, quality assurance of the assignment and submission of all deliverables through soft and hard copies.

- **Qualification:** Minimum of Master’s degree in Economics, Statistics, or any other relevant field of study,
- **Work experience:** The consultant must have 10 years of experience in development of M&E.
- At least 5 years of experience in developing National M&E Systems.
- Advanced certificate in monitoring and evaluation will be an added advantage
- Consultant must have experience in developing and refining data collection tools; with data quality assessments and oversight.
- **Knowledge and Technical competence:** She/he must have good knowledge major evaluation methodologies (e.g. qualitative, quantitative, mixed method and impact) and data collection and analysis methodologies
- The Lead Consultant must have good report writing, presentation, advocacy, and communication skills, as well as excellent knowledge on ICT

**Technical Team Member** – The consultant must be an M&E Specialist. She/he should provide substantive technical support and inputs into the assignment, its roll-out and implementation, data collection, report writing, etc.

- **Qualification:** Master’s Degree in the Economics, Statistics, or equivalent field of study.
- **Work Experience:** – Must have minimum eight (8) years of experience in designing monitoring and evaluation systems in developing countries.
- **Technical competence:** Must have extensive experience conducting research, plan, design, write, test, provide advice and improve information technology system, hardware, software, and related concepts for specific applications.

### 7.0 IMPLEMENTATION ARRANGEMENTS

Ministry of Local Government and Rural Development is the lead of all processes. The Consultants will report directly to the Coordinator – Strategy Management and Reforms at
MLGRD. Daily, until the end of the consultancy, the Consultants will work closely with the staff of Reforms Unit, IT Division and Management Services Unit.

Furthermore, the Consultants will be working closely with #SmartBots team, Statistics Botswana, National Strategy Office, and a Technical Working Group (TWG). The TWG will take the lead on steps for the development of the Progress Analysis as well as review and validation processes of draft and final deliverables. This Technical Working Group will be comprised of senior staff from MLGRD departments, other Ministries, Independent Government Entities and Local Authorities who will be committed to actively engage in the process. Other stakeholders as determined by MLGRD may be requested to provide quality assurance and technical support to the entire consultancy.

8.0 DOCUMENTS TO BE INCLUDED WHEN SUBMITTING APPLICATION
Interested Teams must submit the following documents/information to demonstrate their interest in the consultancy:

a) Technical Proposal: The technical proposal should include the following:
   • Profile of each Team Members and an outline of specific experience in providing consulting services, advising governments at policy level on development issues, formulation and implementation of strategies relating to rural development.
   • Demonstration of experience in providing similar services, indicating names of clients, nature, and scope of work.
   • Comments or suggestions on the TORs and appreciation of the assignment, if necessary.
   • Demonstration of a adequate understanding of the specified requirements.
   • Detailed explanation of the approach/methodology of the Assignment.
   • An implementation matrix/work plan with activities and timelines for carrying out the assignment.

b) Financial proposal:
   • Indicate the Lump-sum consultancy fee.
   • The lump sum should be broken down to clearly indicate travel, per diems, and actual consultancy fees (daily fee).
   • An indication of whether this rate is flexible or not.

c) Personal CVs for all key personnel, which must include experience undertaking similar assignments and at least three (3) references for ease of background checks.

10.0 TRAVEL
Travel and payment of travel costs including tickets, lodging and terminal expenses will be agreed upon, between UNDP and Consultants, prior to travel and will be reimbursed.

<table>
<thead>
<tr>
<th>Person to Supervise the Work/Performance of the Service Provider</th>
<th>Coordinator, Strategy and Reforms at MLGRD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of Reporting</td>
<td>Daily Basis</td>
</tr>
<tr>
<td><strong>Progress Reporting Requirements</strong></td>
<td>As per deliverables</td>
</tr>
<tr>
<td>-------------------------------------</td>
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</tr>
<tr>
<td><strong>Location of work</strong></td>
<td>☑ Gaborone and Regions, Botswana</td>
</tr>
<tr>
<td><strong>Expected duration of work</strong></td>
<td>Bidder to propose schedule of work as part of the Proposal</td>
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<tr>
<td><strong>Target start date</strong></td>
<td>September 2021</td>
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<tr>
<td><strong>Latest completion date</strong></td>
<td>Bidder to propose schedule of work as part of the Proposal.</td>
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</tbody>
</table>

<table>
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<tr>
<th><strong>Travels Expected</strong></th>
<th><strong>Destination/s</strong></th>
<th><strong>Estimated Duration</strong></th>
<th><strong>Brief Description of Purpose of the Travel</strong></th>
<th><strong>Target Date/s</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Various Districts</strong></td>
<td>TBD once the duration of the assignment is proposed by the team of consultants</td>
<td>Consultations and Presentations of deliverables</td>
<td>Exact dates TBD later</td>
<td></td>
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</tbody>
</table>

| **Special Security Requirements**   | ☐ Security Clearance from UN prior to travelling | ☐ Completion of UN’s Basic and Advanced Security Training | ☐ Comprehensive Travel Insurance | ☑ Others NOT APPLICABLE |

| **Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)** | ☐ Office space and facilities | ☐ Land Transportation | ☑ Others NOT APPLICABLE |

| **Implementation Schedule indicating breakdown and timing of activities/sub-activities** | ☑ Required | ☐ Not Required |
| **Names and curriculum vitae of** | ☑ Required | ☐ Not Required |
individuals who will be involved in completing the services

| Currency of Proposal | ☒ United States Dollars  
| ☐ Euro  
| ☒ Local Currency |

| Value Added Tax on Price Proposal² | ☒ must be inclusive of VAT and other applicable indirect taxes  
| ☐ must be exclusive of VAT and other applicable indirect taxes |

| Validity Period of Proposals (Counting for the last day of submission of quotes) | ☐ 60 days  
| ☒ 90 days  
| ☐ 120 days |

In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

| Partial Quotes | ☒ Not permitted  
| ☐ Permitted |

### 9.0 PAYMENT SCHEDULE

Payment shall be made against deliverables in three milestones following the suggested schedule defined below:

1. **Inception Report**: This milestone shall attract **10%** payment of the total amount of professional fees.

2. **Situational Analysis Report**: This milestone shall attract **30%** payment of the total amount of the professional fees.

3. **Design Result-Based Monitoring Process and M&E Framework**: The payment will be made after approval of the two (2) deliverables. The milestones shall attract **30%** payment of the total amount of the professional fees.

4. **Development of and Data Collection Systems**: This milestone shall attract **20%** payment of the total amount of the professional fees.

5. **Tested and Validated System**: This milestone shall attract **10%** of the

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

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.
<table>
<thead>
<tr>
<th>Name of document</th>
<th>Comments</th>
<th>Yes, submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duly completed and signed Form for submitting service provider’s technical proposal</td>
<td></td>
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<tr>
<td>Information about the company / Company’s profile indicating the list of projects/contracts, confirming years of experience as required on the TOR.</td>
<td>In English</td>
<td></td>
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<tr>
<td>Methodology, strategy, and plan for the implementation of the required services in the format of the Gantt chart</td>
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</table>

4 Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed $100,000.00.
1. Names and qualifications of the key personnel that will perform the services indicating who is Project Manager and who are supporting, etc. Detailed CVs of key personnel

2. Documents confirming the qualifications of key experts – education diplomas, certificates, etc.

3. Duly completed, signed Form for submitting service provider’s financial proposal (submitted as a separate document from the Technical proposal)

4. A copy* of company’s state registration certificate/Business License

5. A copy of VAT certificate (if applicable)

6. Recommendation letters from previous clients (min. 3 should be presented)

7. 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 (prepared in any form)

STAGE-2 - Technical Evaluation
Technical evaluation shall be made to determine capability to deliver the required deliverables of the consultancy. It will be based on a scale of 0-100 points wherein the qualifying mark is 70%. Therefore, if the bidder fails to score 70% and above under Stage 2, they shall be disqualified from further evaluation. The quality criteria and maximum score in respect of each of the criteria are as follows:

<table>
<thead>
<tr>
<th>Description of quality criteria</th>
<th>Maximum number of tender evaluation points</th>
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<tbody>
<tr>
<td>1. Expertise of the Firm</td>
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<tr>
<td>• Past performance in developing national M&amp;E Systems</td>
<td></td>
</tr>
<tr>
<td>• Experience undertaking similar services.</td>
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<tr>
<td>• Ability to undertake major evaluation methodologies e.g. qualitative and quantitative data analysis and data collection and analysis</td>
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<tr>
<td>• ICT competency</td>
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<tr>
<td>• Developing M&amp;E Frameworks</td>
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<tr>
<td>• Data collection and analysis</td>
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<tr>
<td>• Writing skills</td>
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<tr>
<td>• Design information technology system, hardware, software and related concepts for specific applications</td>
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<tr>
<td>• Ability to carry out a research</td>
<td>40</td>
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<tr>
<td>Team</td>
<td>Management Structure, Qualification and Experience of Key Personnel vs requirements</td>
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<td>----------------------------------------------------------------------------------</td>
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<tr>
<td>Methodology</td>
<td>Understanding of each element of Section 3 above</td>
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<td></td>
<td>Its Appropriateness to the Condition and Timeliness of the Implementation Plan</td>
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<tr>
<td></td>
<td>Methodology/approach must comprise both qualitative and quantitative analyses and clearly defined</td>
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</tbody>
</table>

**Total evaluation points** 100

**STAGE 3 – Financial / Cost evaluation**
Consultants obtaining a minimum of 70% of the obtainable points of 100 points in the technical evaluation would be considered for the financial evaluation. Cost Evaluation shall be conducted by reviewing financial proposals to correct any arithmetic errors. Financial weight shall be 30% where the bid with the lowest reasonable cost shall be awarded a score of 30 and score for the other bids shall be obtained/calculated using the formula below:

\[
P_0/P_1 \times \text{wf}
\]

Where;
- \(P_0\) is the lowest financial offer
- \(P_1\) is the financial offer under consideration
- \(\text{wf}\) is the financial weight.

**UNDP will award the contract to:**

- ☒ One and only one Service Provider
- ☐ One or more Service Providers, depending on the following factors:
  Proposals are sought from suitably qualified individuals and /or teams. Partnerships between civil society and academia, are particularly welcomed, as are south-south, north-south and triangular cooperation arrangements (e.g. local / international partnerships). If partnerships or multi-party teams are proposed, the curriculum vitae of each member of the research team should be included in the proposal, along with the respective roles and approach to supervision and quality control.
  If the proposal is for more than one service provider, the proposal must include:
  a) Names and qualifications of the key personnel that will perform the services indicating who is the Team Leader and those who are supporting, etc.;
  b) CVs demonstrating qualifications; and
  c) Written confirmation from each personnel that they are available for the entire duration of the contract.
### Annexes to this RFP

- ☒ Form for Submission of Proposal (Annex 2)
- ☒ General Terms and Conditions / Special Conditions (Annex 3)
- ☐ Detailed TOR [optional if this form has been accomplished comprehensively]
- ☐ Others [pls. specify]

### Contact Person for Inquiries (Written inquiries only)

- Enquiries.bw@undp.org
- +267 3956093

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.

### Other Information [pls. specify]

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5 Where the information is available in the web, a URL for the information may simply be provided.

6 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.

7 A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

8 This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

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

7.0 **INDEMNIFICATION:**

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

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

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

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

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

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

8.4.1 Name UNDP as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

13.1.1 use the same care and discretion to avoid disclosure, publication or
dissemination of the Discloser’s Information as it uses with its own similar
information that it does not wish to disclose, publish or disseminate; and,
13.1.2 use the Discloser’s Information solely for the purpose for which it was
disclosed.

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

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

13.2.2.1 a corporate entity in which the Party owns or otherwise controls,
whether directly or indirectly, over fifty percent (50%) of voting
shares thereof; or,
13.2.2.2 any entity over which the Party exercises effective managerial
control; or,
13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and
UNV.

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

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