



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: September 3, 2021
	REFERENCE: 010/RFP/BDI10/08/2021

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Recruitment of an International Consulting firm or group of firms and consultants (nationals and international) to design a Project Document for Landscape restoration for increase resilience in urban and peri-urban areas of Bujumbura**. Please be guided by the form attached hereto as Annex 1 to 4, in preparing your Proposal.

Proposals may be submitted on or before **Monday, September 20, 2021 at 12:00 PM** and subject of the email should be **RFP/DDCI 010/RFP/BDI10/08/2021** via **E-mail : [Soumissiondesoffres.bi@undp.org](mailto:Soumissiondesoffres.bi@undp.org)**

Your Proposal must be expressed in English, and valid for a minimum period of **120 Days**

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

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

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

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

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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 Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated; you can find detailed information about vendor protest procedures in the following link:  
<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  
[:http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

**BINTA SANNEH**  
DRR– Operations  
9/3/2021

## Description of Requirements

**Firm to conduct Social and Behavior Change Communication (SBCC) Consultancy to Develop a National Strategy to promote integrated civil registration, vital statistics and identity management systems.**

<p><b>Context of the Requirement</b></p>	<p><b>Background</b></p> <p>Burundi is a small landlocked country of 11 million people. Agriculture is its primary economic sector, employing nearly 80% of its inhabitants who live from subsistence farming. The country is densely populated with a high population growth. Bujumbura is Burundi's biggest city and until February 2019, the capital city before it moved to Gitega. Bujumbura remains the main economic centre of the country and concentrate services and most of the business opportunities. Burundi's landscape presents large swath of mountainous areas with elevations ranging from 770 m up to 2,670 m, on the eastern part of the country, the terrain is dropping to a flat plateau (See <i>Figure 1</i> for a physical map of Burundi).</p> <p>Burundi is subject to cyclical geophysical phenomenon like El Nino that are causing extreme climatic situations, strengthening the country's vulnerability in different sectors, including infrastructures development, transport, housing schemes and urban planning. This increased exposure to the impacts of climate change, together with the high poverty rate – 67% of the population living under the poverty threshold<sup>1</sup> - puts the economy of Burundi in a vulnerable and fragile situation. Burundi ranks as one of the country most vulnerable to climate disruptions, ranking 171 out of 181 in the ND-GAIN index for climate vulnerability<sup>2</sup>. The country is the 14th most vulnerable country and the 16<sup>th</sup> least ready country to combat the expected impact of climate change.</p> <p>Current trends have shown an overall decrease in precipitation creating shorter wet seasons and a prolonged dry season. An increase in mean temperature of 0.7-0.9°C has been observed since 1930<sup>3</sup>. Climate-induced natural hazards have become more frequent in the past decades with an increase in flood and drought as well as storm surges and landslides<sup>4</sup>. Severe droughts frequently affect Burundi and account for a third of all-natural hazards occurring in the country and torrential rains have caused major flooding issues around Lake Tanganyika, including Bujumbura. Between 1999 and 2007, the combined losses from severe flood (2006, 2007) and drought (1999, 2000, 2005) episodes were estimated by the government at 5% of the country's GDP<sup>5</sup>. Severe flooding and landslide have become a common yearly occurrence due to heavier rains than usual</p>
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<sup>1</sup> Vision Burundi 2025

<sup>2</sup> Notre Dame-Global Adaptation Index (ND-GAIN) Country Index, 2017.

<sup>3</sup> <https://climateknowledgeportal.worldbank.org/country/burundi/climate-data-historical>

<sup>4</sup> <https://climateknowledgeportal.worldbank.org/country/burundi/vulnerability>

<sup>5</sup> Republic of Burundi: Addressing fragility and demographic challenges to reduce poverty and boost sustainable growth, Systematic country diagnostic, June 2018, The World Bank.

	<p>during the wet seasons. The country has reported important damages to crops, soil, and infrastructure together with the increased presence of pests and disease that affect food crops and livestock.</p> <p>Between 2013 and August 2020, the International Organization for Migration recorded 131,336 internally displaced people (IDPs), 83% of caused by natural disasters. A major part of these displacements occurred in the provinces of Bujumbura Mairie and Bujumbura Rural where 60,207 IDPs are on records<sup>6</sup>. In January 2014, torrential rains caused rivers throughout the city of Bujumbura to come out of their bed. The flooding affected 220,000 people, 40% of Bujumbura's population. 70 people were reported dead, 4 missing and 182 injured. Physical damage included 2,000 damaged or destroyed houses, the destruction of teaching materials at 7 flooded schools, lost merchandise at 500 stalls in 1 market, several bridges destroyed, 2 main roads cut, and 5000 ha of agricultural land degraded<sup>7</sup>. A month later, in February 2014, floods and landslides in Bujumbura caused 64 deaths, destroyed 940 homes, and rendered nearly 12,500 people homeless<sup>8</sup>. Similar events causing deaths and massive destruction have been reported by the United Nations Office for the Coordination of Humanitarian Affairs (UN OCHA) in 2019-2020. In April 2020, floods in Bujumbura Rural displaced 27,972 people and destroyed or damaged 6,010 houses. UN OCHA reported thousands of hectares of crops ready for harvest destroyed as well as an increased trend in prices for basic food commodities. Further increase is expected as traders try to preserve their stocks in anticipation of poor harvests<sup>9</sup>.</p> <p>Regional climate models using both a low and high emission scenario (RCP 4.5 and RCP 8.5 respectively) indicate that the average annual temperature in the country could increase by 1.7-2.1°C by 2060 and 2.2-4.2°C by 2100 (mean change compared to the average for the 1970–1999). The highest increase is projected to occur during the dry season, which could lead to longer heat waves and more severe drought episodes.</p> <p>Infrastructure investments are concentrated in Bujumbura, making the city particularly prone to damage during flooding due to its geographical situation in lowlands surrounded by mountains prone to erosion and landslides. To address these issues, the Government of Burundi, through the National Platform of Prevention and Management of Disaster Risks in partnership with UN Agencies has prepared a "Flood contingency plan". However, the existence of the Contingency Plan in absence of technical and financial resources has not brought significant changes to populations who suffer greatly from those disasters. In Bujumbura, city residents in the Nyakabiga, Kigobe, Mutanga and Mugoboka quartiers were forced to abandon their houses after they collapsed due to erosion and landslides. Other public infrastructures and private households are on the brink of collapse along the bank of the river Ntakangwa, putting lives directly at risk. The Ntakangwa watershed covers several districts east of Bujumbura and features steep hills prone to landslide and erosion, which then end up affecting densely populated areas of Bujumbura further downstream. Populations in the Ntakangwa watershed (outside Bujumbura itself) rely mostly on subsistence agriculture and agro-forestry on hills for their livelihoods and are highly vulnerable to the impact of climate change</p>
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<sup>6</sup> IOM Displacement Tracking Matrix, August 2020,

<sup>7</sup> Proposition visant l'octroi d'un don de 1 000 000 dollars au titre de l'aide d'urgence aux victimes des inondations de la ville de Bujumbura, AfDB, April 2014

<sup>8</sup> <https://reliefweb.int/disaster/fl-2014-000019-bdi>

<sup>9</sup> <https://reliefweb.int/report/burundi/burundi-situation-report-12-jun-2020>

In addition, the country faces aggravating factors, in particular the socio-political crisis that leads to population movements, creating vulnerable groups and a polarization of the population in general. It is also important to highlight the situation of women, who, despite the efforts identified over the last years with regards to political and economic aspects, are still facing inequalities in terms of rights- in particular access to private property. Youth represents a key part of Burundi's workforce, but opportunities for employment, including those with university degrees, is lacking and fails to fully tap into their potential. The Government has made youth employment a priority and a key pillar of their social protection policy.

Finally, the COVID-19 crisis is impacting Burundi's economic recovery. Despite few confirmed cases of COVID-19 (11 994 cases with 38 official death to the end of August 2021), the global crisis hit Burundi through trade. The GDP of Burundi had slightly risen to 1.8% in 2019 thanks to higher agricultural yields but is poised to fall to 0.3% for 2020. Burundi has limited fiscal, monetary, and financial buffers to cope with the current crisis. As a result, public debt is expected to increase to 63.7 percent of the GDP in 2020 from 58.5 percent in 2019 due to reduced revenues and higher spending on health<sup>10</sup>. Assuming the pandemic brought under control, the outlook could be positive in 2021 and 2022 with a significant rebound of growth supported by increased activity in all sectors. The COVID-19 recovery efforts present opportunities for Burundi to use green economy principles and green growth to create jobs and rebuild its economy while addressing climate vulnerabilities and drivers of land degradation.

The proposed LDCF aims to address the vulnerability of urban and peri-urban communities of Bujumbura and the Ntakangwa watershed to the increased frequency of floods, storm runoffs and landslides projected by climate models. These natural hazards are destroying households and infrastructures of urban communities of Bujumbura along the bank of the Ntakangwa river and threaten the livelihoods and resilience of highland communities living in the upstream part of the watershed. Erosion is a key factor increasing the vulnerability of highland communities to adapt and solutions to increase their resilience have the potential to reduce the impact felt by lowland communities downstream. Floods and storms directly affect the capacity of the watershed's ecosystem to buffer the impact of climate change, which is made worst by the degradation and deforestation of hills by communities. Despite investments in watershed restoration in the past, there is no planning and management tool at the watershed-level to ensure the long-term resilience of communities. Climate information can support those processes; however, the government lacks the capacity to analyse and make use of data and information for decision-making.

The **long-term solution** is to strengthen integrated watershed management and flood management of the Ntakangwa river connected to Bujumbura to ensure the resilience of both upstream highland communities and downstream lowland communities living in urban areas. The solution will include a comprehensive planning and management approach making use of climate information available in the country together with specific investments in landscape restoration, flood management measures and resilient livelihoods support. Landscape restoration in areas connected to Bujumbura will help restore flood-related ecosystem protection for both highland upstream communities and lowland urban communities with adaptive solution ranging from tree planting to watershed

<sup>10</sup> <http://pubdocs.worldbank.org/en/708231492188151479/mpo-bdi.pdf>

	<p>protection and reinforcement of riverbanks structures. To complement the restoration efforts, livelihood activities are needed to reduce the vulnerability of populations by promoting green entrepreneurship and providing better access to markets (at this stage, the main sectors targeted are agriculture and agro-industry as well as the charcoal sector) connecting urban communities to peri-urban communities in the watershed. The charcoal sector's reliance on trees makes it a prime sector to target through a climate-resilient value chain approach. The agro-business sector will benefit from increasing the value of agricultural products and creating new investment opportunities. The urban focus of this project opens new doors to tap into the nascent startup ecosystems of Bujumbura while providing support for youth entrepreneurship and employment opportunities. Resilient livelihood options and green entrepreneurship are important strategies to rebuild Burundi's economy as part of its post-COVID-19 recovery efforts.</p> <p>Several barriers to this solution have been identified, they will need to be addressed by the proposed LDCF project. They include: <b>Barrier 1:</b> Limited institutional and technical capacity for mapping and analysis of climate risks for resilient integrated watershed management (including flood management). <b>Barrier 2:</b> Limited capacities, knowledge, and technologies for Ecosystem-based Adaptation. <b>Barrier 3:</b> Limited livelihood options and entrepreneurship support for climate resilience, for vulnerable and under-represented populations such as women and the youth particularly.</p> <p>Thus, the Government of Burundi is requesting funding from the LDCF to develop the long-term adaptive capacity of communities to employ strategies that reduce land degradation and diversify livelihoods for a transformative and climate resilient development. The target regions will include Bujumbura city and surroundings areas connected to the Ntakangwa river flowing through the city. Bujumbura, while not the capital city, is the economic powerhouse of the country and the government made its protection a priority. The alternative scenario will address the main barriers to climate resilience and address the root causes of vulnerability in the Ntakangwa watershed and use an integrated watershed management approach as leverage to connect urban, peri-urban and rural communities in the watershed for increased resilience. The project objective is to "increase resilience of watershed communities in and around Bujumbura through a resilient integrated watershed management for landscape restoration and flood management". This will be achieved through three main components: <b>Component 1:</b> Developing technical capacities for climate-induced flood and erosion risks mapping and their use to inform climate-resilient integrated watershed management and other planning processes; <b>Component 2:</b> Implementing landscape restoration and flood management approaches to restore ecosystem services against flood and erosion in the Ntakangwa watershed in and around Bujumbura; <b>Component 3:</b> Livelihoods options and green entrepreneurship to increase resilience of the urban, peri-urban and rural communities in the Ntakangwa watershed.</p> <p>It is in the perspective of designing a project document that UNDP Burundi in agreement with the GoB plans to recruit an International Firm to carry out and lead the formulation and design of the Full-Sized Project (FSP) document and the required Annexes as well as the preparation of the GEF CEO Endorsement Request document to accompany the Project Document submission to the GEF.</p> <p>The overall objective of the mission is to prepare the project document and accompany its approval by the GEF. More specifically, the Firm will (i) collect, process and analyze the data necessary to identify the most vulnerable areas, (ii) formulate proposals for adaptation solutions, (iii) description and technical and financial analysis of the best</p>
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	proposals (iv) formulate all the project staff and consultants TOR (v) mobilization of project partners to obtain co-financing letters, (vi) formulation and design of the Project Document and its appendices (vii) lead the national workshop validation of the Project Document, (viii) drafting of the CEO Endorsement request which accompanies the Project Document and (ix) answer questions from the GEF secretariat for the approval of the Project Document.
List and Description of Expected Outputs to be Delivered	<p><b>Deliverable 1:</b> Methodological note with detailed timetable and work plan</p> <p><b>Deliverable 2:</b></p> <p>Reports of <u>preparatory Technical Studies and Reviews (Component A)</u>: With inputs from the national consultants, as detailed in their respective ToRs</p> <p><b>Deliverable 3:</b></p> <p><u>Formulation of the Project Document, project's staff and consultants TOR, CEO Endorsement Request and Mandatory and Project Specific</u></p> <p><b>Deliverable 4:</b></p> <p><u>Report of the validation Workshop of the Project document</u></p> <p><b>Deliverable 5:</b></p> <p><u>Final Project Document with CEO Endorsement Request and Mandatory Annexes as well as project specific annexes and staff ToR</u></p> <p>(See ToR for more detail- <b>Annex 3</b>)</p>
Person to Supervise the Work/Performance of the Service Provider	Project Manager DDCI Program
Frequency of Reporting	See TOR
Progress Reporting Requirements	See TOR
Location of work	Bujumbura, Burundi with expected field travels See TOR for details
Expected duration of work	<b>100 Working days</b>
Target start date	Immediate
Travels Expected	<b>YES</b>
Special Security Requirements	NONE
Facilities to be Provided by UNDP	<input checked="" type="checkbox"/> <b>See ToR in Annex 3</b>

(i.e., must be excluded from Price Proposal)	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal <sup>11</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 180 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms <sup>12</sup>	<b>See ToR- Annex 3</b>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Program Manager DDCI
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services

<sup>11</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>12</sup>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.



Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40%  <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>13</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>14</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input type="checkbox"/> Others <sup>15</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>16</sup>	<a href="mailto:soumissiondesoffres.bi@undp.org">soumissiondesoffres.bi@undp.org</a>  Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

<sup>13</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>14</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>15</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>16</sup> 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.

Conditions and Procedures for electronic submission and opening,	<input checked="" type="checkbox"/> Official Address for e-submission: <b>Soumissiondesoffres.bi@undp.org</b> <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: <b>PDF files only</b> , password protected for Financial Proposal <input checked="" type="checkbox"/> Password for Financial Proposal <u>must</u> not be provided to UNDP until it is requested after the evaluation of Technical proposal
Other Information [pls. specify]	<b>Password protected for Financial Proposal</b>  <b>Non-compliance with this instruction may be grounds for the rejection of the Proposal.</b>

We would like to remind you and to emphasize that in order to ensure the integrity of the procurement process and ensure confidentiality of the financial information during the technical evaluation stage, the financial and the technical proposals **MUST BE COMPLETELY SEPARATED** and submitted in separate folder, clearly marked as either **TECHNICAL PROPOSAL** or **FINANCIAL PROPOSAL**, as appropriate. **The FINANCIAL PROPOSAL MUST BE PROTECTED WITH PASSWORD.**

Any and all financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.

**Non-compliance with this instruction may be grounds for the rejection of the Proposal.**

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>17</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>18</sup>)*

[insert: Location]

[insert: Date]

To: Binta SANNEH

Dear Sir:

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

**A. Qualifications of the Service Provider**

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

- a) *Company Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations; (not more than 15 pages).*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references.*
- d) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed*

<sup>17</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>18</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

*description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

**C. Qualifications of Key Personnel**

*The Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, 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.*

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	Deliverable 3		
4	Deliverable 4		
	Total	100%	

*\*This shall be the basis of the payment tranches*

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
<b>III. Other Related Costs</b>				

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

*[Designation]*

*[Date]*

Annex 3 (TOR attached)

Annex 4

***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.