



REQUEST FOR PROPOSALS

An Assessment of Factors Affecting the Performance of Ethiopian Commercial Farmers

UNDP Ethiopia



**United Nations Development Programme
15 February 2012**

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Section 1.Letter of Invitation

15 February 2012, Addis Ababa

**Subject: An Assessment of Factors Affecting the Performance of
Ethiopian Commercial Farmers**

Dear Mr./Ms.:

1. The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above subject.
2. This RFP includes the following documents:
 - Section 1 – This Letter of Invitation
 - Section 2– Instructions to Proposers (including Data Sheet)
 - Section 3– Terms of Reference
 - Section 4– Proposal Submission Form
 - Section 5– Documents Establishing the Eligibility and Qualifications of the Proposer
 - Section 6– Technical Proposal Form
 - Section 7– Financial Proposal Form
 - Section 8 – Contract for Professional Services, including General Terms and Conditions
3. Your offer comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 1, Clause 17.
4. You are kindly requested to submit an acknowledgment letter to UNDP via the following addressee and location:

United Nations Development Programme
ECA OLD BUILDING, 7TH FLOOR,
AFRICA HALL
MENELIK II AVENUE
P.O.BOX 5580
ADDIS ABABA
ETHIOPIA

Attention: Assefa Gebrehiwot, assefa.gebrehiwot@undp.org
Mekdelawit Hailu, Mekdelawit.hailu@undp.org

The letter should be received by UNDP no later than 29 February 2012

The letter should advise whether your company intends to submit a Proposal and if not, we would appreciate your kind indication of the reason, for our records purposes. Please be further informed that transferring this invitation to another firm is not allowed without notification to UNDP.

5. Should you need further clarification, kindly communicate with the contact person indicated in the attached Bid Data Sheet duly assigned to handle all queries for this RFP.
6. We look forward to your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Assefa Gebrehiwot, Procurement Specialist

Section 2: Instruction to Proposers¹

Definitions of Terms

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 2 of the RFP) refers to the Letter of Invitation being sent by UNDP to the Proposers.
- h) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP.
- j) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- k) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- l) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, before the deadline for the submission of Proposals.
- m) “*Terms of Reference*” (TOR) refers to the document included in RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the

¹Note: this Section 2 - Instructions to Proposers shall not be modified. Any necessary changes to address specific country and project issues, shall be introduced only through the Data Sheet, including adding new paragraphs.

range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by UNDP. However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.
2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance of an offer of any Proposal by UNDP. This RFP does not commit UNDP to award a contract.
4. A Proposer shall not be in any position of conflict of interest arising from their current or future work with respect to UNDP. All Proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 4.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
 - 4.2 were involved in the preparation and/or design of the programme/project related to the services requested under this RFP;
 - 4.3 have owners, officers, directors, controlling shareholders, or key personnel who are related by blood or affinity up to third civil degree to UNDP staff involved in procurement functions and/or the Government of the country receiving services under this RFP;
 - 4.4 submit more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract. However, this does not limit the participation of subcontractors in more than one Proposal;
 - 4.5 have combined functions of consulting and supply of goods, and the advisory services may lead to the procurement of such goods;
 - 4.6 are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

5. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as extent of Government ownership, receipt of subsidies, mandate, access to information in relation to this RFP, and others

that may lead to undue advantage against other Proposers.

6. Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link:
<http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

6. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies the following documents:

- 6.1 Proposal Submission Covering Letter Form (see RFP Section 4);
- 6.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5 and Data Sheet);
- 6.3 Technical Proposal(see prescribed form in RFP Section 6);
- 6.4 Financial Proposal(see prescribed form in RFP Section 7);
- 6.5 Proposal Security, if applicable(if required and as stated in the **Data Sheet**, see prescribed Form in RFP Section 8);
- 6.6 Any attachments and/or appendices to the Proposal (including those specified under the **Data Sheet**)

7. Clarification of Proposal

Proposers may request a clarification of any of the RFP documents no later than the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by electronic means to the UNDP address indicated in the **Data Sheet**. UNDP will respond in writing, or by electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

8. Amendment of Proposals

At any time prior to the deadline for submission of Proposals, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP.

In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such extension.

C. PREPARATION OF PROPOSALS

9. Cost of Proposal

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

10. Language of Proposal

The Proposal, as well as all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet**. Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern.

11. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form furnished in Section 4 of the RFP.

12. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet**, the Proposer shall structure the Technical Proposal as follows:

- 12.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP Clause 15 for further details).
- 12.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet**.
- 12.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated is available for the Contract on the dates proposed. If any of the

key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, UNDP reserves the right to render the proposal non-responsive. Any substitution arising from unavoidable reasons shall be made only with the approval of UNDP.

12.4 Other Information as may be relevant to the Proposal.

The Technical Proposal shall not include any financial information. A Technical Proposal containing any form of financial information that could lead to the determination of the price offer may be declared non-compliant.

13. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be inside the Financial Proposal. The Proposal Security may be forfeited by UNDP under any or any combination of the following conditions :

- If the Proposer withdraws its offer during the period of the Bid Validity specified in the **Data Sheet**, or;
- If the Proposal Security is found to be less than what is required by UNDP as indicated in the **Data Sheet**, or;
- In the case the successful Proposer fails:
 - to sign the Contract after UNDP has awarded it; or
 - to furnish Performance Security, if UNDP requires it as a condition to rendering the contract effective.

14. Currencies of Proposals

All prices from Proposers originating from outside the Country specified in the **Data Sheet** shall be quoted in the currency indicated in the **Data Sheet**. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals --

- 14.1 UNDP will convert the currency quoted in the Proposal to US Dollar, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- 14.2 In the event that said proposal is found to be the most responsive to the RFP requirement, then UNDP shall reserve the right to award the contract in the currency of UNDP's preference.

15. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. The documentary evidence of the

Proposer's qualifications to perform the Contract, if the contract is awarded to the Proposer, shall be established to the UNDP's satisfaction. This evidence shall include, and must demonstrate, the following:

- 15.1 that, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination; and
- 15.2 that the Proposer has the financial, technical, and production capability necessary to perform the Contract.

16. Joint Venture, Consortium or Association

If the Proposer is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to legally bind the joint venture, consortium, or association.

The leader or lead entity, composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of UNDP.

The description of the organization of the joint venture/consortium/association must be clearly defined in the course of establishing the eligibility of the Proposer, by defining the expected role of each of its component/member firm in the course of performing the services defined in the TOR.

Where a joint venture/consortium/association is presenting its track record and experience in a similar undertaking as those required in the TOR, it should present such information in the following manner:

- Those that were undertaken together by the joint venture/consortium/association jointly and severally; and
- Those that were undertaken by the individual members of the joint venture/consortium/association expected to be involved in the performance of the services defined in the TOR.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture/consortium/association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their credentials.

17. Alternative Proposals

Unless otherwise specified in the **Data Sheet**, alternative proposals shall not be considered.

18. Period of Validity

Proposals shall remain valid for the period specified in the **Data Sheet**, commencing on the submission deadline date also indicated in the **Data Sheet**. A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

D. SUBMISSION AND OPENING OF PROPOSALS

19. Submission and Opening of Proposals

19.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope **MUST** also bear the name of the Proposer. The inner and outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to UNDP as specified in the **Data Sheet** and
- bear a warning not to open before the time and date for proposal opening, as specified in the **Data Sheet**.

If all envelopes are not sealed and marked as required, UNDP will assume no responsibility for the misplacement or premature opening of the Proposal.

19.2 Proposers may always submit their Proposals by mail/courier or by hand delivery. When so specified in the **Data Sheet**, Proposers shall have the option of submitting their Proposals electronically. When the Proposals are expected to be in transit for over 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. Under such circumstances, the Proposer must inform UNDP of the exact date and time of their dispatch, through the submission of the official receipt and supporting documents (airway bill, etc.) issued by the forwarding/courier company that will deliver the Proposal to UNDP.

19.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The number of copies required shall be as specified in the **Data Sheet**. In the event of any discrepancy between them, the original shall govern. The original and copies of the Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal. The Proposer shall submit the original and copies of the Proposal in separate envelopes, marked “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

20. Deadline for Submission of Proposals and Late Proposals

20.1 Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet**.

20.2 UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals

shall be declared late, rejected, and returned unopened to the Proposer.

21. Withdrawal, Substitution, and Modification of Proposals

21.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in details the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies providing information requested by UNDP, or clarity in the description of services to be provided, may result in the rejection of the Proposal. UNDP shall not assume any responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the data furnished by UNDP.

21.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with RFP Clause 19, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with Clause 19 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

21.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

21.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

22. Proposal Opening

22.1 UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet**.

22.2 The Proposers' names, modifications, withdrawals, the presence or absence of documents, and such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

E. EVALUATION AND COMPARISON OF PROPOSALS

23. Confidentiality

23.1 Information relating to the examination, evaluation, and comparison of Proposals, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even until publication of the contract award.

23.2 Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

- 23.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for debriefing, but said debriefing shall be limited to the discussions of the strengths and weaknesses of the Proposal of said Proposer, and no information relating to the Proposal or rating of other Proposers may be discussed.

24. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 28.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

25. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. UNDP reserves the right to reject any Proposal after preliminary examination of Proposal, if UNDP finds justifiable reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest, fraud, among others.

26. Evaluation of Proposals

- 26.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 26.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** after all Proposals have been received.
- 26.3 In the second stage, only the Financial Proposal of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will either be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet**,
- 26.4 UNDP shall reserve the right to determine to its satisfaction the validity of information

provided by the Proposer, through verification and reference checking, among other means that it deems appropriate, at any stage within the selection process.

27. Responsiveness of Proposal

- 27.1 UNDP's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself.
- 27.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission.
- 27.3 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

28. Nonconformities, Errors and Omissions

- 28.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.
- 28.2 Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.
- 28.3 Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors on the following basis:
 - 28.3.1 if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - 28.3.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - 28.3.3 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.
- 28.4 If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

29. Fraud and Corruption

UNDP implements a policy of zero tolerance on fraud and corrupt practices and is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities.

F. AWARD OF CONTRACT

30. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for UNDP's action. UNDP shall neither be obliged to award the contract to the lowest price offer.

31. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest evaluated score based on the evaluation method indicated in the **Data Sheet**.

32. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum 15% of the total price offer, without any change in the unit price or other terms and conditions.

33. Contract Signature

Within fifteen(15)days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

34. Performance Security

34.1 A performance security, if required, shall be provided in the amount and form provided in Section 8 and by the deadline indicated in the **Data Sheet**, as applicable.

34.2 Failure of the successful Proposer to comply with the requirement of RFP Clause 33 or RFP Clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the performance security if any, on which event UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

35. Bank Guarantee for Advanced Payment

In the event that the advanced payment requested exceeds 20% of the total proposal price, or exceed the amount of \$30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 9, and by the deadline indicated in the **Data Sheet**, as applicable.

36. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference

will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued as an amendment in the form of a Supplemental Information to the RFP.

37. Vendor Protest

UNDP vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. This procedure is not available to non-responsive or untimely Proposers or to those with rejected Proposals. In the event that you believe you have not received fair treatment, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET²

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instruction to Proposers and the Data Sheet, the provisions in the Data Sheet shall prevail.

Project Context :	Domestic and foreign private sector investors in agriculture
Title of Services/Work:	An Assessment of Factors Affecting the Performance of Ethiopian Commercial Farmers
Country:	Ethiopia
Language of the Proposal:	English
Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not allowed
Conditions for Submitting Alternative Proposals	shall not be considered
A pre-proposal conference will be held ³ :	No
Period of Proposal Validity commencing on the submission date	90 days
Proposal Security	Not Required
Acceptable forms of Proposal Security	Not Required
Validity of Proposal Security	Not Required
Proposal Prices shall be subjected to Taxation	No, pls. submit a price exclusive of all taxes

Advanced Payment upon signing of contract	Not allowed
Liquidated Damages	Will be imposed under the following conditions : Percentage of contract price 2% No. of days of delay 7 days Maximum amount prior to termination 20 days
Performance Security	Required Amount : 10% of Financial Proposal
Preferred Currency of Bid Proposal and Method for Currency conversion	Single Currency: USD and other convertible currencies Reference date of exchange rates : Month of December
Deadline for submitting requests for clarifications/ questions	Five days before the submission date.
Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mekdelawit Hailu E-mail address: Mekdelawit.hailu@undp.org
No. of copies of Proposal that must be submitted	Original : one Copies : one
Proposal submission address	United Nations Development Programme ECA OLD BUILDING, 7 TH FLOOR, AFRICA HALL MENELIK II AVENUE P.O.BOX 5580 ADDIS ABABA ETHIOPIA And alternatively on the following secured email address procurement.et@undp.org
Deadline of Submission	Date : 5 March 2012 Time : 12 PM (noon)
Procedures and condition for submitting Proposals by electronic means	Allowed
Date, time and venue for opening of Proposals	Date : 5 March 2012 Time : 13:00 Venue : UNDP Conference Room

Procedures and conditions for electronic opening of the Proposals	<input type="checkbox"/> Allowed
Evaluation method to be used in selecting the most responsive Proposal	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively</p> <p>The formula for the combined scoring method shall be :</p> $p = y (x/z)$ <p><u>Where:</u> p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal x = price of the lowest priced proposal z = price of proposal being evaluated</p>
Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<p>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.</p> <p>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer</p> <p>Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation</p>
Other documents that may be Submitted to Establish Eligibility	References of past experiences
Expected date for commencement of Contract	<i>12 March 2012</i>
Criteria for the Evaluation of Proposals	(See Tables below)

Evaluation Criteria

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

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organisation and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organisational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	120
		300

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

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Task Manager	140
		Sub-Score
	General Qualification	120
	Suitability for the Project	

	- International Experience	25		
	- Training Experience	20		
	- Professional Experience in the area of specialisation	45		
	- Knowledge of the region	30		
	- Language Qualifications		20	
			140	
3.2	Senior Expert			120
			Sub-Score	
	General Qualification		100	
	Suitability for the Project			
	- International Experience	15		
	- Training Experience	15		
	- Professional Experience in the area of specialisation	45		
	- Knowledge of the region	25		
	- Language Qualifications		20	
			120	
3.3	Junior Expert			40
			Sub-Score	
	General Qualification		30	
	Suitability for the Project			
	- International Experience	5		
	- Training Experience	5		
	- Professional Experience in the area of specialisation	10		
	- Knowledge of the region	10		
	- Language Qualification		10	
			40	
	Total Part 3			300

Section 3: Terms of Reference (TOR)⁴

TERMS OF REFERENCE

An Assessment of Factors Affecting the Performance of Ethiopian Commercial Farmers

I. BACKGROUND

Agriculture constitutes the backbone of Ethiopia's economy. In 2009/10, it accounted for 41.1% of GDP, over 85% of employment and over 50% of export earnings. According to the Central Statistical Agency (CSA) the annual agricultural sample survey result for 2010/11 shows that about 95% of total agricultural production (by volume) comes from smallholders while the remaining comes from commercial farms.

The Agricultural Development-Led Industrialization (ADLI) strategy constitutes the pillar of the country's agricultural growth strategy. The underlying assumption for focusing on agriculture is that agricultural development accelerates trade and industrial development by supplying raw materials, creating opportunities for capital accumulation and enhancing domestic market.

The Agricultural development strategy has been central to Ethiopia's successive mid-term development plans-now Growth and Transformation Plan (GTP). The main goal of the five year development plan (2009/10-2014/15) is to reduce poverty through rapid and sustained economic growth; and Agricultural growth is seen as the major driver for rapid and sustained economic growth, contributing to poverty eradication and achievement of MDGs.

Promotion of private large scale commercial farms is one element of the agricultural development strategy, which would be pursued during the GTP period. The GTP states that the role of the private sector would be promoted in order to secure sustained and rural development. It is also stated that necessary support will be provided to encourage the participation of Ethiopian investors.

Private sector agricultural investment remains to be quite low, during the past ten years, and the performance of those involved have not been as satisfactory. The problem is especially severe when it comes to domestic private investors in agriculture. While there are some who have been successful, there are also others whose success has not been so impressive and there are still others who have failed to register any success. Why?

This study aims to look into the underlying root cause of the problems and provide some key policy recommendations

2. OBJECTIVE AND TASKS

The study focuses on **domestic and foreign private sector investors in agriculture**, irrespective of the size of the land they cultivate and the type of agricultural products they produce. These are investors whose purpose is to produce for the market (not for own consumption) and who have obtained the land in accordance with investment laws issued by regional states or the federal government.

Accordingly, the main objectives of the study are to:

- a. Understand the most important factors explaining the differing performances of the domestic and foreign private sector investors in the agriculture sector and draw lessons.
- b. Provide policy, strategy, programmatic and operational recommendations that could be put in place to enhance the participation, productivity and performance of private sector investment in large scale agricultural development, as stipulated by the GTP.

2.1 Specific tasks of the Consultancy

Factors affecting the performance of commercial farms are varied, but they can be categorized into: administrative and institutional; technical; socio economic; physical; environmental; and human resources. The factors to be investigated would be further refined based on proposals from the Consultants and subsequent discussions on the inception report. Accordingly the study will;

- 2.1.1 Review **performance** of both domestic and foreign investors engaged in large scale commercial farms in Ethiopia.
- 2.1.2 Review the extent to which existing **policies, strategies, programmes and various incentive structures** have assisted domestic and foreign private sector investors in agriculture i.e. the extent to which they were predictable; application of Local/regional differences in rules and regulations; access to and use of incentives provided by the various laws, rules and regulations and challenges;
- 2.1.3 Assess the provision of **Administrative support from Government** institutions for domestic private sector investors in agriculture i.e. what kind of support was available? Accessibility of services? Was there any preferential treatment in accessing services? Was there any local interference in business operations? Physical security (absence / presence of conflict in the area, protection of private property; etc
- 2.1.4 Appraise **Macro and Socio- economic factors** (e.g. tax, tariffs, exchange rate, credit facilities etc) and other factors that determine competitiveness;
- 2.1.4 Analyze **market forces**, specifically of supply and demand factors (global as well as domestic) that impact profitability of agricultural products and the effects of the global and local markets on the products.
- 2.1.5 Evaluate **quality of agricultural products** and differences in productivity among farms, including factors related to access to agricultural inputs and technologies i.e. seeds, fertilizer, level of mechanization, use of irrigation; **Farm related factors** i.e. internal organization and business orientation of the farms; competence in planning and management; technical and

financial capacity of investors; availability of labor, and Productivity differentials i.e. land, labor and capital.

- 2.1.7 Assess **geographical** location of farms and availability of efficient **infrastructure** i.e. roads, utilities, markets , etc
- 2.1.8 Review **environmental factors** such as weather conditions, pests, diseases, etc. affecting the agricultural productivity.
- 2.1.9 Review **characteristics of individual commercial farm owners** i.e. educational status; experience in agriculture/ farm management (e.g., do the investor prepare business plan and comply with it?); gender; entrepreneurial motivation and managerial skills; and internal farm regulations including employee pay, incentives, working environment, interaction with the local community etc.
- 2.1.10 Provide **policy, strategies, programmes and operational recommendations and international best practices** which could be put in place to encourage more participation of the private sector in the agriculture sector and contribute to the success of GTP.

3. INDICATIVE METHODOLOGY

A Consulting Firm is expected to undertake the following tasks;

3.1 Desk review of policy documents and reports (lease laws, directives and agreements investment laws, agricultural policies and strategies, national and sub-national development plans, other relevant reports)

3.2. Semi-structured interviews with private commercial farmers. A representative sample of each group (i.e. successful/ not so successful but in business / not successful) shall be selected for each viable category based on type of crop and farm orientation, production methods and market orientation. Sampling techniques will be agreed upon with consultants at the inception stage.

3.3. Key informant interview with Government officials at regional/ zonal/ woreda levels Investment agency, relevant Regional and Federal Ministries, Ethiopian Customs Authority and Commercial Banks, farmers, living around the farm, etc

3.4 Semi-structured interviews with local community elders and residents around the sample farms.

The Consulting Firm is also welcome to propose other methodologies, which they intend to utilize for consideration by the Ministry of Agriculture and UNDP.

4. EXPECTED DELIVERABLES AND TIMEFRAME

The study is expected to take a period of a maximum of three months, from January to March 2012.

The following outputs are expected to be delivered by the team of consultants as per the timelines indicated

- Inception Report and work plan : 1 week after contract start date
- Draft report: 8 weeks after contract start date
- Validation Workshop / Stakeholder meeting: 9th week
- Final report (incorporating comments from the validation workshop): during the 10th week

5. INSTITUTIONAL ARRANGEMENTS

With regards to the specific deliverables, the Consultancy Firm will report jointly to UNDP and the Ministry of Agriculture, Government of Ethiopia (GoE) , who will be responsible for day to day the management of the consultant. UNDP and the Ministry of Agriculture will provide the Consultancy Firm with the necessary logistical to enable them perform their official duties.

The overall management of the consultancy contract will rest upon UNDP.

6. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The Consulting Firm shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy or the Government without prior written consent.

Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UNDP and the Government of Ethiopia.

6. QUALIFICATION, EXPERIENCE AND COMPETENCIES

The Consulting Firm is expected to have a good mix of the following qualification:

Education

- Masters Degree or PHD in Agriculture, Agricultural Economics, Economics or any other relevant social science discipline.

Experience:

- Minimum 10 years of professional experience in the areas of Land tenure management, Trade, Market analysis, Policy and Institutional analysis, organization and management.
 - Proven record and expertise in developing country specific studies of similar nature
 - Extensive experience in facilitating dialogue with relevant stakeholders, organization and management
 - In-depth knowledge of policy and institutional analysis and Investment analysis related to Agriculture and Private Sector development.
 - Experience working in Africa and working knowledge of Ethiopia in the Agricultural sector.
 - Excellent language and report writing skills (in English).
-

Section 4: Proposal Submission Form

[insert: Location, Date]

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

Dear Sir/Madam:

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

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

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

Section 4: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form

[The Proposer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Proposer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Proposer's Year of Registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Legal Address in Country of Registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form

[The Proposer shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.5. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.6. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 StaffTime Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member Date Signed</p>		

Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in a separate envelope from the rest of the RFP response as indicated in RFP Clause 14 of the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3		
	Total	100%	USD

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				

a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 8: PERFORMANCE SECURITY⁵

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated, to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address

Section 9: Advanced Payment Guarantee⁶

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)⁷ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____, ⁸ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

Section 10: Contract for Professional Services

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

Name Specialization Nationality Period of service

....
....

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment⁹
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ¹⁰	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment¹¹
-

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.¹²
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions¹³
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹⁴
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹⁵
-

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁶

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.

Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP
GENERAL CONDITIONS OF CONTRACT 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 SECURITY:

23.1 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

24.0 AUDITS AND INVESTIGATIONS:

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

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its

full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

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

26.0 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 Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
