



**Request for Proposal (RFP)**  
**Ref. No. RFP/UNDP/TZA/2011/002**

Date: 19 May 2011

Dear Sir/Madam,

**Subject: RFP FOR THE CONSULTANCY ESTIMATING COST ELEMENTS OF REDD+**

1. You are requested to submit a proposal for professional services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **14.00 hours on 14 June 2011:**

United Nations Development Programme  
Plot 134-140 Kingsway / Mafinga Street (off Kinondoni Rd.)  
P.O. BOX 9182  
Dar es Salaam, Tanzania. Attn: DSS Team Leader  
Telephone +255-22-26680000  
Fax +255-22-2668749  
Email: [tenders.tz@undp.org](mailto:tenders.tz@undp.org)

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Laurence Reno', written over a horizontal line.

**Laurence Reno**  
**Senior Operations Advisor**

Plot 134-140 Kingsway / Mafinga Street (off Kinondoni Rd.), P.O. Box 9182, Dar es Salaam, Tanzania  
Tel: +255-22-26680000, Fax: +255-22-2668749, Website: <http://www.tz.undp.org/>, Email: [registry.tz@undp.org](mailto:registry.tz@undp.org)

**Instructions to Offerors**

**A. Introduction**

**1. General**

The purpose of this RFP is to seek the consultancy services of an experienced firm to assist with the specified tasks under the Terms of Reference.

**2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**B. Solicitation Documents**

**3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

**5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

### 8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

#### (a) **Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

#### (b) **Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

#### (c) **Proposed methodology**

This section should demonstrate the Offeror'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 warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in US dollars or any convertible currency.

**11. Period of validity of proposals**

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

**12. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

**13. Payment**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## D. Submission of Proposals

### 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

#### (a) The outer envelope shall be:

- addressed to –

United Nations Development Programme  
Plot 134-140 Kingsway/Mafinga St. (off Kinondoni Rd.)  
P.O. Box 9182  
Dar es Salaam. **Attn: Registry**

and,

- marked with –

“RFP: Consultancy for Estimating Cost Elements of REDD+.”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **14 June 2011 at 14:00 hours local time**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

### 16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause **Deadline for the submission of proposals, will be rejected.**

### 17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The total obtainable score is 1000 points, 700 points for the technical and 300 points for the financial proposal.

The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals. The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. Under a cumulative analysis scheme total score is obtained upon combination of weighted technical and financial attributes. The contractor with the highest combined financial and technical score will be awarded the contract.

Note that the financial figures will be converted into points using the following criteria.

- (I) Lowest proposal will be awarded full points i.e. 300 points
- (II) Others will be converted using the ratio indicated below

$$\text{Financial proposal from A} = \frac{\text{Lowest bid}}{\text{Financial proposal of A}} \times 300$$

**Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	20%	140					
<b>Total</b>			<b>700</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

**Form 1: Expertise of Firm / Organization Submitting Proposal**

**Form 2: Proposed Work Plan and Approach**

**Form 3: Personnel**

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history	10					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	30					
1.4	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.	10					
1.5	Quality assurance procedures, warranty	20					
1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	100					
		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
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?	30					
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?	30					
2.5	Is the conceptual framework adopted appropriate for the task?	50					
2.6	Is the scope of task well defined and does it	120					



	correspond to the TOR?						
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70					
		350					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Personnel</b>								
3.1	Task Manager/Senior Expert REDD+ and climate change		50					
		Sub-Score						
	General Qualification	45						
	Suitability for the Project							
	- International Experience	5						
	- Experience in delivering complex projects	20						
	- Professional Experience in the area of specialization	15						
	- Knowledge of the region	5						
	- Language Qualifications	5						
		50						
3.2	Senior Natural Resources Economist		45					
		Sub-Score						
	General Qualification	40						
	Suitability for the Project							
	- International Experience	5						
	- Experience in cost estimation in natural resources projects	15						
	- Other professional experience relevant for the task	15						
	- Knowledge of the region	5						
	- Language Qualifications	5						
		45						
3.3	Policy expert REDD+/Forestry		45					
		Sub-Score						

	General Qualification	40						
	Suitability for the Project							
	- International Experience	5						
	- REDD+/forestry Experience	15						
	- Other experience relevant for the task	15						
	- Knowledge of the region	5						
	- Language Qualification		5					
			45					
	<b>Total Part 3</b>			140				

## F. Award of Contract

### 22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, 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 Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

### 23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

### 25. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

**General Conditions of Contract**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

**3. 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. 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. 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. 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. 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. 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 its 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:
- (i) Name UNDP as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
  - (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all

necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, 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.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

17.1. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19. 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. 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.

#### **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.

#### **AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

## Annex III

### Terms of Reference: Estimating Cost Elements of REDD+

The Ministry of Natural Resources and Tourism (MNRT) and UNREDD-Tanzania are seeking to recruit consultants who will assist in estimating cost elements of REDD+ in Tanzania, in particular opportunity cost of REDD+, implementation cost, transaction cost and institutional cost.

#### Background

Reducing Emissions from Deforestation and forest Degradation, forest conservation, sustainable management of forests and enhancement of carbon stocks (REDD+) in developing countries is a climate change mitigation strategy and part of international agreements to reduce global greenhouse gases. It has been estimated that up to 18 per cent of all greenhouse gases result from the forest sector.

The Government of Tanzania is in the process of developing a National REDD+ Strategy and the UNREDD-Tanzania Programme is supporting the government in this endeavour.

Information on the cost of REDD+ is essential for the further development of the National REDD+ Strategy and therefore the UNREDD-Tanzania Programme is now seeking the services of experts to estimate various costs of implementing REDD+ in Tanzania. In particular, the UNREDD-Tanzania Programme wants to estimate opportunity cost of REDD+ in Tanzania, implementation cost, transaction cost and institutional cost.

This study will be conducted in close cooperation with REDD+ pilot projects that are being implemented in Tanzania and result of this work will provide guidance to the pilot projects as well as the National REDD+ Strategy.

#### Objective

Considerable work has been undertaken and a number of studies have been published on the opportunity cost of REDD+ at global and regional levels. In November 2010, the UNREDD-Tanzania Programme in cooperation with the World Bank Institute and the Forest Carbon Partnership Facility (FCPF) organised a regional training workshop for member countries of FCPF and the UNREDD-Programme from Anglophone Africa in Arusha, Tanzania. The workshop attracted more than 20 participants from Tanzania.

As a follow-up to this workshop, the UNREDD-Tanzania Programme now wants to establish the opportunity cost of REDD+ in Tanzania. In addition, workshop participants requested further information also on implementation cost, transaction cost and institutional cost of REDD+. Consultants will be required to develop opportunity cost curves for REDD+ for several locations in Tanzania and provide an estimate for other cost of REDD+.



## Scope and tasks of the assignment

### Scope of work

This assignment will include consultations with relevant institutions, conducting of 2 national workshops, field work for collecting data, data analysis, the writing of several reports and preparation of at least one scientific paper and submission to a recognised scientific publication.

### Specific tasks of this Assignment

Consultants will be requested to undertake the following:

1. Consult with institutions and organisations in preparation for the first national workshop:
  - a. screen information that is relevant for this assignment;
  - b. establish what data and information is available and where are data gaps;
  - c. establish stakeholder's experience with cost estimations for REDD+ in Tanzania;
  - d. discuss with partners their roles and presentations at a national workshop.
2. Conduct a national workshop to review the work on opportunity cost and other cost of REDD+ that is either under way or planned in the country; to establish the availability of data required for cost estimates; and present an initial methodology for REDD+ cost estimates.
  - a. This workshop will provide an opportunity for each of the pilot projects to present their work or plans in this area.
  - b. In addition, institutions that collect and hold relevant data will be asked to give presentations; including the following
    - i. Ministry of Agriculture, Food and Cooperatives;
    - ii. National Land Use Planning Commission;
    - iii. National Bureau of Statistics;
    - iv. Ministry of Natural Resources and Tourism;
    - v. Universities.
  - c. The workshop will have the following objectives:
    - i. Establish what data is available and what additional data is required for the development of opportunity cost curves in Tanzania (this includes as a minimum land use data, emissions data and profitability data).
    - ii. Establish what work is in progress or should be initiated in Tanzania in order to identify and estimate other cost of REDD+ in Tanzania, including implementation cost, transaction cost and institutional cost.
    - iii. Discuss the initial methodology for REDD+ cost estimates.
3. Develop and test a methodology for the estimation of cost elements (opportunity cost, implementation cost, transaction cost and institutional cost) of REDD+ in several locations in Tanzania.
  - a. Consultants will collect at several (3 or 4) locations in different areas in a participatory and inclusive way all information that is needed for estimating opportunity cost, implementation cost, transaction cost and institutional cost for REDD+ projects. Most likely this work will be conducted in areas where REDD pilot projects or other relevant initiatives are being implemented and will build on the work of these projects.
  - b. Consultants will establish opportunity cost curves for these locations, using the Abacus Model which is available from the World Agroforestry Centre.

- c. They will suggest a methodology for the estimation of the cost elements of REDD+, suggest options for the selection and use of data, and identify data gaps that need to be closed to allow a better estimation of the cost of REDD+.
  - d. Consultants will establish abatement cost curves for REDD in Tanzania in which all costs are explicit.
  - e. All results will be presented and discussed again at a stakeholder workshop.
4. Consultants will be available for 5 working days to provide advice to REDD pilot projects on the estimation of REDD+ cost elements. This service will be offered in Dar es Salaam.
  5. Consultants will prepare the following reports:
    - a. A report that presents the opportunity cost curves and abatement cost curves as well as the results of the field work on all REDD+ cost elements. This report will discuss the applicability as well as limitations of the approach and the results, in particular with regards to the opportunity cost concept when applied to REDD+. The report will discuss results in the context of international literature on cost analysis, in particular with regards to the opportunity cost concept. The report will also provide recommendations for further work needed to estimate the cost of REDD+ in Tanzania.
    - b. A 2- or 4-page "Summary for Policy-Makers" of the final report that stakeholders can use to inform decision-makers in policy and administration.
    - c. At least one scientific publication based on the results of this assignment for submission to a recognised scientific magazine.

**Time Frame, Deliverables, reporting structures and quality requirements**

Timeframe: It is expected that the assignment will be completed within 8 months after signing of the contract. During this period, the consultants are expected to produce the following deliverables:

<b>Deliverable</b>	<b>Time</b>
Detailed workplan and consultation plan agreed with MNRT and submitted to UNREDD-Tanzania	1 week after signing contract
Consultations with stakeholders and preparation of first workshop	3 weeks
First workshop	4 weeks after signing contract
Field work, data collection and analysis; progress report to be submitted to UNREDD	3 months
Preparation and submission of first draft report to UNREDD	4 months after 1 <sup>st</sup> workshop
UNREDD will provide comment	within 2 weeks
Second workshop: presentation of revised draft report	2 weeks after comment on draft report has been received and included in draft report
Delivery of final draft report with comments from second workshop to UNREDD	2 weeks after 2 <sup>nd</sup> workshop
UNREDD will provide comment	Within 2 weeks
Delivery of final report and Summary for Policy-Makers	2 weeks after receipt of UNREDD comments
Preparation and submission of paper to a recognized scientific magazine	Within 2 weeks

5 advisory days on REDD+ cost analysis can be held throughout the project and in consultation with pilot projects. A summary of the services provided needs to be submitted at the end of the project.

Consultants will report to the UNREDD-Tanzania Coordinator and the REDD Manager at MNRT.

All deliverables will only be accepted if they meet highest quality standards. Workshops and meetings have to be well prepared and executed professionally. Documents, including drafts, have to be well structured and written. Data collection, analysis and presentation are expected to meet highest scientific standards. All final documents have to be proofread and professionally edited before submission.

The Contractor will be expected to fully plan and manage the workshops scheduled under the TOR. However, the actual cost for DSA, participants travel to workshops, and cost for hiring venues do not need to be included in the financial proposal. Instead, the Contractor will prepare a budget once participants and venues for the workshop are known and UNDP will then provide funding under separate arrangement.

#### Payment schedule

Milestone	Payment
After delivery of 1 <sup>st</sup> workshop	30% of total agreed amount
After delivery of 2 <sup>nd</sup> workshop	30% of total agreed amount
After delivery and acceptance of final report and Summary for Policy-Makers and submission of scientific paper	40% of total agreed amount

#### Required expertise and experience

1. Demonstrated capacity to deliver complex high-quality consulting projects in cooperation with numerous stakeholders.
2. Demonstrated experience and expertise in economic cost analysis, in particular opportunity cost analysis.
3. Demonstrated experience in the economic analysis of natural resources projects, ideally in the area of REDD+.
4. Demonstrated expertise in the preparation of high-quality reports, policy and scientific papers.
5. In-depth knowledge and understanding of REDD+ and how it fits into the global climate change agenda.
6. An understanding of how REDD+ is linked with the development process, in particular with the development of communities.

## Annex IV

### PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month                      of year

E. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

## Annex V

### PRICE SCHEDULE (EXAMPLE)

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

**The Contractor will be expected to fully plan and manage the workshops scheduled under the TOR. However, the actual cost for DSA, participants travel to workshops, and cost for hiring venues do not need to be included in the financial proposal. Instead, the Contractor will prepare a budget once participants and venues for the workshop are known and UNDP will then provide funding under separate arrangement.**

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

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette.

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	F. Monthly Rate	Estimated Amount
<b>1.</b>	<b>Remuneration</b>			
1.1	Services in Home office			
1.2	Services in Field			
<b>2.</b>	<b>Out of Pocket Expenses</b>			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			