

United Nations Building, Government Enclave
Cnr. Khama Crescent and President's Drive
P. O. Box 54
Gaborone, Botswana

22 June 2012

REQUEST FOR PROPOSAL (RFP)

Subject: Training Services to Support the Implementation of the Environmental Impact Assessment, Strategic Environmental Assessment and Report Review methodologies in Botswana

Deadline for Submission of Proposal: 9 July 2012, 16:30hrs (GMT+02:00)

Dear Sir/Madam,

The United Nations Development Programme (UNDP) in Botswana invites you to submit a proposal for the requirements described in Section 3 of this Request for Proposal to be used for selecting a contractor.

All proposals are subject to the Instructions to Offerors and such other provisions, specifications, and instructions as attached or incorporated herein by reference (hereinafter collectively called " Request for Proposal " or "RFP"). Solicitation documents hereunder include:

- Section 1: Instructions to Offerors
- Section 2: UNDP General Conditions of Contract
- Section 3: Terms of Reference (TOR) including Evaluation Criteria
- Section 4: Proposal Submission Form
- Section 5: Price Schedule Form

Failure to adhere to the requirements of the RFP may be grounds for disqualification of the Offeror. This letter is not to be construed in any way as an offer to contract with your company; however, your proposal could form the basis for a contractual agreement between your company and UNDP.

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes should reach the above address no later than 9 July 2012, 16:30hrs (GMT+02:00)

If you request additional information, we would endeavour 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.

Section 1: Instructions to Offerors

A. Introduction

1. General

The Purpose of this RFP is to obtain proposals for the consultancy on the **Provision of Training Services to Support the Implementation of the Environmental Impact Assessment, Strategic Environmental Assessment and Report Review methodologies in Botswana.**

Please refer to the **Terms of Reference** in Section 3.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, 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 additional clarification of the Solicitation Documents may notify UNDP in writing at the organisation's address indicated in the RFP, or email procurement.bw@undp.org, fax +267 395 6093. UNDP 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 have received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP 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, UNDP 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 UNDP 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.

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 organisational 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 UNDP.

(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 and demonstrating how the proposed methodology meets or exceeds the Terms of Reference.

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 Botswana Pula and the rate of exchange specified for forex.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected on the grounds that it is non-responsive.

In exceptional circumstances, UNDP 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 five copies of the Proposal, clearly marking each "Original Proposal" or "Copy of Proposal" as appropriate. In the event of any discrepancy between the copies, the original shall govern. The five 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 as stipulated in the Terms of Reference.

D. Submission of Proposals

14. Sealing and marking of Proposals

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than:

DEADLINE: 9 July 2012 at 16:30 hrs (GMT+02:00)

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

(a) The outer envelope shall be addressed to –

**UNDP Botswana
United Nations Building, Government Enclave
Cnr. Khama Crescent and President's Drive
P. O. Box 54
Gaborone, Botswana**

Attention: UNDP Resident Representative

and, marked with **“RFP for Training Services to Support the Implementation of the Environmental Impact Assessment, Strategic Environmental Assessment and Report Review methodologies in Botswana”**

(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 five copies duly marked **“TECHNICAL PROPOSAL – Original”** or **“TECHNICAL PROPOSAL – Copy”** as appropriate. The second inner envelope shall include the price schedule duly identified as **“FINANCIAL PROPOSAL – Original”** and **“FINANCIAL PROPOSAL – Copy”**.

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

15. Deadline for submission of proposals

Proposals must be received by UNDP at the address specified under clause Sealing and marking of Proposals no later than **9 July 2012 at 16:30 hrs (GMT+02:00)**.

UNDP 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 UNDP and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by UNDP 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 UNDP 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 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

UNDP will open the Proposals in the presence of a Committee formed by the Resident Representative of UNDP Botswana.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may at its discretion, ask the Offeror for clarification of its Proposal in any form deemed appropriate including presentations by the proponent. 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

UNDP 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, UNDP 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. UNDP'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 UNDP 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 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 reviewed and awarded points according to price. The Offeror with the highest overall score i.e. the sum of the Technical Proposal (max. 700 points) and the Price Proposal (max 300 points) will be proposed for award.

Evaluation Process and Criteria (total of 1000 points)

A. Technical Proposal (700 points)

Mandatory Requirement

1. a) Submission of the Proposal Submission Form included in the present RFP (please see Section 4). To be submitted together with the technical proposal.
b) Evidence of company accreditation as a training services provider-

Failure to provide the above will result in disqualification of the firm.

Expertise of Firm/Organisation Submitting Proposal

2. The Offeror must provide evidence of extended experience in developing similar work in the developing world and as described in the Terms of Reference, preferably supported by examples through past projects and contactable references. The Offeror MUST provide proof of registration in the country of origin as a legal entity (210 Points)

Proposed Work Plan and Approach

3. Offerors must demonstrate in their proposal the ability to meet the requirements as set out in each of the sections of the TOR, as well as propose an expedient delivery schedule as per the Deliverables required. The Offeror must demonstrate innovative approaches to further add value. **(250 Points)**

Personnel

4. The Offeror must provide information on the number of personnel to be assigned to this project together with their CVs. Provide evidence that nominated persons have the ability to carry the required task as well as are able to liaise with the Reference Group to ensure an efficient and innovative process. The Offeror MUST provide a signed statement of availability by ALL personnel. (240 Points)

Failure to comply and to provide documentation regarding any of the above mentioned criteria will result in automatic disqualification of the proposal. Proposals, which do not obtain a total score of 490 points, will not be considered for further evaluation by UNDP.

B. Price Proposal (300 points)

Offerors are requested to structure their price proposals **quoting fixed prices/rates** for meeting the terms of reference (including further innovations that go beyond the terms of reference). The price schedule form should have the format as Section 5.

The Price proposal will be evaluated as follows;

The total number of points for each individual proposal submitted is 300 points. This score will be allocated to the lowest price proposal for meeting the TOR (including further innovations) only. All other remaining price proposals will receive points in inverse proportion to the lowest price; e.g.,

$$\begin{aligned} \text{Points for } \underline{\text{other}} \text{ offeror's Price Component} = \\ [300 \text{ points} \times [\text{money total of lowest}] / \\ [\text{money total of } \underline{\text{other}}]. \end{aligned}$$

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 / Organisation submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	36%	250					
3.	Personnel	34%	240					
Total			700					

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

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence/Reliability)	40					
1.2	General Organisational Capability which is likely to affect implementation	30					
1.3	Extent to which any work would be subcontracted. If there is subcontracting, clearly articulate arrangements, legal obligations, value add etc on both parties (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills). If not subcontracting indicate the capability to support all requirements.	10					
1.4	Quality assurance procedures	20					
1.5	Relevance of: - Specialised Knowledge in the Environmental Impact Assessment and Training	40					
	- Experience on Similar Projects	30					
	- Experience on Similar Projects in the Region	20					
	- Work for developing country public sector/ major multilateral/ or bilateral programmes	20					
Total Form 1		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?	20					
2.2	Have the important aspects of the task been addressed in sufficient detail?	20					
2.3	<u>Training Services to Support the Implementation of</u>	110					

	the Environmental Impact Assessment in Botswana. Is the scope of task well defined and does it correspond to the TOR? Are the solutions proposed satisfactory?						
2.5	Is the conceptual framework adopted appropriate for the task?	60					
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? Is the management plan appropriate to deliver the requested services/deliverables?	40					
	Total Form 2	250					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel assigned to Project							
3.1	TEAM LEADER	120					
	- Minimum of post graduate degree in Environmental Governance or Education/training related.	40					
	- Ten (10) years of experience in delivering training, designing training programmes. The Team Leader is also required to posses experience in implementing EIA processes and conducting EIAs in an oversight function.	40 25					
	- Previous experience as Team Leader is required;	Yes/No					
	- At least 5 years of working experience in and/or in relation to developing countries; experience in Sub-Saharan Africa, with particular emphasis to the SADC region will be appreciated as well as experience in Botswana;	15					
		120					
3.2	Other Team Members	120					
	Sub-Score						

	- Appropriateness of Education Qualifications of the individuals to the required outputs	40						
	Minimum of five (5) years of traceable professional experience in:							
	- Environmental Management Training;	30						
	- EIA implementation and/or undertaking EIAs	30						
	- Knowledge of the region and previous experience in Botswana	10						
		120						
	Total Form 3		240					

F. Award of Contract

22. Award criteria, award of contract

UNDP 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 UNDP's action

Prior to expiration of the period of proposal validity, UNDP 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

UNDP 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 UNDP.

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

25. Payment Stages

Payments will be made in Botswana Pula (BWP) or US dollars for foreign agencies and within 60 days after the events set forth in the Payment Schedule. Any payments by UNDP shall reflect any tax exemptions to which UNDP is entitled by reason of the immunity it enjoys. UNDP is exempt from all direct taxes, customs duties and the like and the Offeror shall consult with UNDP so as to avoid the imposition of such charges.

Payment Schedule for Contract Services:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
On acceptance of the Inception report and Training plan	10%	
On acceptance of the Draft Training Material on EIA, Strategic Environmental Assessment, and on Methodologies of Reviewing EIA and SEA Reports	25%	
On delivery of 1st Phase Training (EIA)	10%	
On delivery of 2nd Phase Training (SEA)	10%	
On delivery of 3rd Phase Training (Reviewing EIA & SEA Reports)	10%	
On acceptance of Final Training Material on (i) EIA, (ii) Strategic Environmental Assessment, and (iii) Methodologies of Reviewing EIA and SEA Reports, with self-paced learning content and exercises on a CD-Rom <u>and</u> web-based platform	35%	

Section 2: 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 with 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: 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: 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.

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.

21. 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. 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.

23. SUPPLIER CONDUCT: Suppliers to the UN shall adhere to the highest standard of moral and ethical conduct and not engage in any form of corrupt practices, including extortion, fraud or bribery. The UN shall not tolerate suppliers offering or giving anything of value or use of threats to influence the process of procuring goods or services, or executing contracts. Suppliers/contractors must accept without limitation that a breach of this provision is a breach of an essential term of any Purchase Order or Contract and understand that information concerning such breaches may be shared between UN organisations.

Section 3: Terms of Reference

1.0 Background Information

- 1.1 Environmental Impact Assessment (EIA) is one of the policy innovations of the 20th Century which has been formally introduced in more than 100 countries and organisations to help decision-makers consider the environmental consequences of proposed development actions. EIA is a predictive exercise in which the significant potential changes induced by projects are identified, evaluated and taken into account by decision-makers before the permission to proceed is granted. The integration of EIA into project planning cycle of projects features prominently in the development policy agenda of most countries, including Botswana. The EIA project cycle consists of managed processes which are intended to provide information to decision-makers at every stage of project planning cycle. Theoretically, the process is supposed to ensure that before a planning permission is granted for a project to proceed:
- ❖ The baseline environment prior to project development is established;
 - ❖ Impacts of projects are predicted;
 - ❖ Negative impacts that would harm the environment are identified and mitigated;
 - ❖ Provide for monitoring or follow-up of developments to ensure compliance with development conditions;
 - ❖ Assure accuracy of the predicted impacts;
 - ❖ Address unanticipated impacts; and
 - ❖ Provides feedback to EIA so that lessons learned from completed projects can inform future projects.
- 1.2 The foundation of the EIA system in Botswana is based on the National Conservation Strategy (NCS) approved by Parliament in 1990. Section 7.3 (c) of the NCS states that projects should be subjected to environmental assessments before they are implemented. Although there are other statutory instruments which require that EIAs be undertaken for projects, EIA legislation in Botswana was only promulgated in 2005 and recently amended in 2011.
- 1.3 Of particular importance in the environmental assessment process in Botswana is that the Department of Environmental Affairs (DEAs) is referred to as the Competent Authority. The role of the DEA is to administer the EIA Act through reviewing and authorising the terms of reference and EIS before the issuance of planning permissions for the implementation of proposed development activities by Licensing Authorities such as the Department of Mines, Councils, Town and Country Planning Board and the National Industrial Licensing Authority, etc. Other key players involved in the review of environmental assessment reports before they are authorized by the DEA are central and local government authorities. These institutions play a key role because not all the expertise required in the review process is available at the DEA.
- 1.4 A review of environmental assessment practice in Botswana by the DEA has identified several challenges facing the enforcement of the EIA legislation. One of these challenges is the lack of institutional capacity to facilitate the enforcement of the EIA Act. This is particularly with regard to the lack of required knowledge and skills to facilitate the implementation of the environmental assessment process in the country. Many members of staff of the DEA and other institutions have not been trained in the environmental assessment disciplines and yet they review environmental assessment reports and take decisions on the adequacy of environmental assessment studies and impact management recommendations thereof. The inadequate environmental assessment expertise within these key institutions compromises not only the quality of environmental assessment reports, but also, the very purpose for which the studies are undertaken. This challenge needs to be addressed otherwise the

function of the environmental legal regime meant for the protection and conservation of the environment may prove difficult to achieve.

2.0 OBJECTIVES

2.1 The main objective of the consultancy is to train the Department of Environmental Affairs and other Key Technical Department's staff on the disciplines of Environmental Impact Assessment, Strategic Environmental Assessment and Report Review Methodologies. This is meant to build institutional capacity to enable these key institutions in the administration or implementation of environmental assessment practice in Botswana.

3.0 SCOPE OF THE WORK

3.1 The institution responsible for conducting the training should design short courses on the following subjects:

- a) Environmental Impact Assessment (EIA);
- b) Strategic Environmental Assessment (SEA); and
- c) Methodologies of reviewing EIA and SEA reports.

The courses should be customized to be in line with the Environmental Assessment practice in Botswana. It is expected that upon completion of each course, certificates of attendance will be issued by the institution responsible for conducting the training. The number of people expected to attend the training course is thirty (30) and should be planned to take place in Gaborone, Botswana.

4.0 APPROACH/ METHODOLOGY

4.1 The institution must propose an approach that will ensure that the objective of this consultancy is achieved. The content and duration for each course model should be clearly outlined. The content of course model should at a minimum cover the following:

- ❖ Background information and linkages to sustainable development;
- ❖ Goals, definitions, purposes and objectives;
- ❖ Core values and guiding principles;
- ❖ Various procedural steps;
- ❖ Practical exercises; and
- ❖ Sample terms of references with clearly defined scope of work.

In carrying out this assignment, the institution must clearly outline what methodologies are used with clear milestones and deliverables throughout the project. The trainers/instructors must engage the client at all stages of the training and show these achievements every step of the consultancy.

5.0 DURATION

5.1 All the courses should be planned such that they can be offered within ten (10) working days.

6.0 SUBMISSION OF PROPOSALS

6.1 The proposals should ensure the following is covered:

- ❖ Professional fees;

- ❖ Transport and accommodation (including Daily Subsistence Allowance), where applicable;
- ❖ Transport to and from the airport and hotel, and between the hotel and training venue, where applicable;
- ❖ Training venue and refreshments/meals during the training (excluding dinner);
- ❖ Data projector for the training sessions;
- ❖ Flip charts (if required).
- ❖ Course materials; and
- ❖ Price should be inclusive of 12% Value Added Tax (VAT)

Section 4: Proposal Submission Form

Must be duly completed by the Offeror and returned with the proposals

**The Resident Representative
 United Nations Building, Government Enclave
 Cnr. Khama Crescent and President's Drive
 P. O. Box 54
 Gaborone, Botswana**

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **Training Services to Support the Implementation of the Environmental Impact Assessment, Strategic Environmental Assessment and Report Review methodologies in Botswana** 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 90 days from the date fixed for opening of Proposals in the Request 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

Signature

(In the capacity of)

.....

Duly authorised to sign Proposal for and on behalf of:

.....

Section 5: Price Schedule Form

The Offeror 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 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 in the prices schedule.

The rate applied for the core consultants that will serve as members of the team of consultants for the entire duration of the consultancy will be expected to be quoted in monthly fee. Short-term specialist service will be priced according to daily or weekly fee as appropriate.

In case the total price exceeds the amount allocated, UNDP may negotiate with the successful Offeror to reduce the services based on the figures shown. Price evaluation will be made on the requirements of TOR only.

Dated this day /month of year

Signature

(In the capacity of)

.....

Duly authorised to sign Proposal for and on behalf of:

.....

