



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: May 23, 2019
	REFERENCE: RFP/UNDP/115032/021

Dear Sir / Madam:

Dear Sir / Madam:

We kindly request you to submit your Proposal as **National Consulting Company to develop a Monitoring and Evaluation (M&E) system in Meteo Rwanda.**

Proposals may be submitted on or before **Thursday, June 06, 2019** Time: 12h00 PM Kigali Rwanda local time and via email, courier mail or fax to the address below:

United Nations Development Programme

P.O. Box 445, 12 Avenue de l'Armée, Kigali, Rwanda, and Attn: Head of Procurement Unit, Or by email address at offers.rw@undp.org

All interested and qualified National registered IT consultanting Firms may download Full Request For Proposal document and General Terms and conditions documents from UNDP Rwanda website at:

<http://www.rw.undp.org/content/rwanda/en/home/procurement.html/#announcements>

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

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

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

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

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/duct_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Roselyn Sinemani
UNDP Deputy Country Director-Operations
5/23/2019

Description of Requirements

Context of the Requirement	<p>The Rwanda Meteorology Agency (Meteo Rwanda) is a public institution with a mission to support Rwanda’s vision to become a knowledge-based economy through the provision of accurate and timely weather and climate information and advisories. Meteo Rwanda is also mandated to collect, manage and provide weather and climate-related products and information for better planning and decision making. Through the project, Meteo Rwanda aims to achieve enhanced multi-hazard early warning systems to enable effective preparedness, response, and recovery. In order to ensure effective monitoring of day to day activities implementation, a system is required to track the progress and help to report in time into the Environment and Natural Resource’s M&E system. The system is expected to provide and store required information to base on during the planning, inform project development, and hence improve the institution’s performance. In this regard, the Meteo Rwanda in partnership with UNDP is recruiting a consulting firm to develop the Monitoring and Evaluation (M&E) system in Meteo Rwanda.</p>
Implementing Partner of UNDP	METEO RWANDA
Brief Description of the Required Services ¹	<p>The company is expected to work on the development of the Monitoring and Evaluation System including the analysis, design, development, implementation, testing, and deployment of the Monitoring and Evaluation System. The company will work closely with Meteo Rwanda to further define and refine the detailed requirements for the system. The company must submit a work plan proposal which describes the overall approach and methodology that will be used in conducting the work described in these Terms of Reference.</p>
List and Description of Expected Outputs to be Delivered	<p>(1) Analysis and Design Phase</p> <p>At this final stage, the following will be delivered: (1) an inception report on finalized M&E system architecture, interfaces design, methodology and technologies that will be used to build the system as well as the execution plan/timeframe to complete the assignment.</p> <p>(2) Implementation Phase</p>

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>At this final stage, the following will be delivered: (1) Report on System Documentation explaining various technologies used and how to maintain them; (2) M&E System first version to test all the features specified in terms of reference.</p> <p>(3) Deployment Phase</p> <p>At this final stage, the following will be delivered: (1) A final deployed in production environment; (2) Training reports for both administrators and general users of the system; (3) A soft copy accessible from the system and two hard copies of technical and end-user documentation for the administration and maintenance of the M&E System; (4) A Commitment of One (1) year for ongoing support and maintenance of the system; (5) Source codes of the System; (6) Assignment final report.</p>																
<p>Person to Supervise the Work/Performance of the Service Provider</p>	<p><i>[Meteo Rwanda will provide day-to-day management of the consultant with UNDP oversight]</i></p>																
<p>Frequency of Reporting</p>	<p><i>As needed in ToR]</i></p>																
<p>Progress Reporting Requirements</p>																	
<p>Location of work</p>	<p><input checked="" type="checkbox"/> Exact Address/es Kigali <input type="checkbox"/> At Contractor's Location</p>																
<p>Expected duration of work</p>	<p>Delivered within 4 months with about 30 working days</p>																
<p>Target start date</p>	<p>10 June 2019</p>																
<p>Latest completion date</p>																	
<p>Travels Expected</p>	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s												
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s														
<p>Special Security Requirements</p>	<p><input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i></p>																
<p>Facilities to be Provided by UNDP (i.e., must be</p>	<p><input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation</p>																

excluded from Price Proposal)	<input checked="" type="checkbox"/> Others METEO RWANDA			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (RWF)			
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted			
Payment Terms ³	Outputs	Percentage	Timing	Condition for Payment Release

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

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

				<p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>	
Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	<p>A Technical working group led by UNDP composed of representatives of Meteo Rwanda and UNDP (Sustainable Growth Unit), will oversee the conduct of the evaluation at the technical level. The team will provide quality assurance and guidance to the consultancy to ensure that it meets quality criteria. The technical committee will oversee the implementation of the agreed schedule of consultation activities, ensure wide stakeholder consultations, will be in charge of verifying all facts in the report and oversee the production of the final reports and the drafting and implementation of follow up actions.</p>				
Type of Contract to be Signed	<p><input type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Institutional Contract</p> <p><input type="checkbox"/> Contract for Professional Services</p> <p><input type="checkbox"/> Long-Term Agreement⁴ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i></p> <p><input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i></p>				
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers</p> <p><input type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</p>				
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 30%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%</p> <p><input type="checkbox"/> Management Structure and Qualification of Key Personnel 20%</p> <p><u>Financial Proposal (30%)</u></p>				

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$150,000.00.

	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Contract General Terms and Conditions ⁵	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Annexes to this RFP ⁶	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ⁸	Mbasa Rugigana Procurement Analyst <i>Mbasa.rugigana@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ Where the information is available in the web, a URL for the information may simply be provided.

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

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

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

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

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]



TERMS OF REFERENCE

Hiring National Consulting Company to develop a Monitoring and Evaluation (M&E) system in Meteo Rwanda

<i>Job Title:</i>	<i>National Consulting Company</i>
<i>Category:</i>	<i>Climate change & Meteorology</i>
<i>Duty Station:</i>	<i>Kigali, Rwanda</i>
<i>Type of contract:</i>	<i>Consultant Company</i>
<i>Expected starting date:</i>	<i>Immediately</i>
<i>Duration of assignment:</i>	<i>30 working days in 4 months</i>

1. Background

The Project entitled “Strengthening National and Local Disaster Risk Management (DRM) Capacity, Resilience and Enhancing Preparedness and Early Warning System (EWS) in Rwanda” is a 5 year Project initiated in 2019, and expected to end by June 2023. The project intends to align with the 4 priority areas of the Sendai Framework for DRR and aims to achieve the outcome ‘reduce risks and build the resilience of the population to climate change and natural disasters’ by strengthening the technical capacities of institutions on better disaster risk management both in the long term, and short-term emergency preparedness at all levels and build disaster resilience of the population. This 5 year project is aligned with the government development Strategy as Disaster risk management (DRM) is one of the cross-cutting areas identified in the National Strategy for Transformation (NST 2017-2024), which also prioritizes improved coordination between ministries and better mainstreaming in all sector policies and programmes for enhanced resilience. The project brought together 2 government implementing partners – the Ministry in charge of Emergency Management and the Rwanda Meteorology Agency.

The Rwanda Meteorology Agency (Meteo Rwanda) is a public institution with a mission to support Rwanda’s vision to become a knowledge-based economy through the provision of accurate and timely weather and climate information and advisories. Meteo Rwanda is also mandated to collect, manage and provide weather and climate-related products and information for better planning and decision making. Through the project, Meteo Rwanda aims to achieve enhanced

multi-hazard early warning systems to enable effective preparedness, response, and recovery. In order to ensure effective monitoring of day to day activities implementation, a system is required to track the progress and help to report in time into the Environment and Natural Resource's M&E system. The system is expected to provide and store required information to base on during the planning, inform project development, and hence improve the institution's performance. In this regard, the Meteo Rwanda in partnership with UNDP is recruiting a consulting firm to develop the Monitoring and Evaluation (M&E) system in Meteo Rwanda.

2. The Purpose of the Assignment

The purpose of the assignment is to analyze, design, development, and test a new Monitoring and Evaluation System.

3. Objective, Scope of Work and Responsibilities

The company is expected to work on the development of the Monitoring and Evaluation System including the analysis, design, development, implementation, testing, and deployment of the Monitoring and Evaluation System. The company will work closely with Meteo Rwanda to further define and refine the detailed requirements for the system. The company must submit a work plan proposal which describes the overall approach and methodology that will be used in conducting the work described in these Terms of Reference.

To fully expedite these activities and achieve the objectives while working under the guidance of the organizing committee within the framework of the client, the contractor would engage in the following requirements:

(1) General requirements

It is expected that the M&E System will have at least the following core functionalities:

- The system is a web-based with user-friendly graphic interfaces for high productivity, easy to use and authentication capabilities of users;
- The system has capabilities of securely share data with other systems through secure web services (like application programming interfaces (API));
- The system has capabilities of securely export data to other data formatting tools like excel and/or comma-separated value (CSV) files, power point, etc.;
- The system has a unique back end database with secured and controlled access via rights and privileges grant;
- The system imbeds on-screen and printable reports as specified in terms of reference, especially those found in reporting section;

- The system must be platform independent (can run on any operation system like Microsoft and/or Linux operating system flavors);
- The system will be fully owned by Meteo Rwanda (the System/system component must not include any additional license requirements);
- The system design must be following MVC (Model–view–controller) architectural pattern;
- The system must offer caching and Cookies techniques;
- Complying with the software standards and regulations by Rwanda Information Society (RISA)

(2) Front end requirements

It is expected that the M&E System will have a front end interfaces that will be used to record necessary M&E data as per the user needs.

- The front end interfaces must be implemented as web pages that are publicly accessible by all authorized users of the system;
- The front end interfaces must provide facilities to automatically generate or build report with Criteria and print reports;
- The front end interfaces must restrict access to data in the database by mean of authentication of users and their respective privileges;
- The front end must be fully responsive;
- The front end must offer security protection from SQL injection, cross site scripting and other web application security threats;
- The System must display on screen instructions for the users;
- The system must replace all the log books used to monitor divisions' daily activities;
- The system must be accessible on mobile phone technology.

(3) Back-end requirements

It is expected that the M&E System will have a back end database that will record all M&E data.

- The back end database must be implemented using MySQL as RDBMS (Relational Database Management System);
- The back end database schema must clearly show all entities, attributes and relationship between entities;

(4) Security requirements

- The system must allow user role-based authentication;
- The solution should apply security control to data, including user codes and passwords, held at the client layer and in transmission between the client and server

- The system should provide the creation and management of audit trail information to include as a minimum date, time, user ID and data before and after the transaction so that all transactions are traceable;
- The system should provide automated exception reporting, based on user-defined rule sets capable of notifying specified super-users of exceptional operations when they occur and providing a summary report of such operations on a periodic basis;
- Passwords must be held in encrypted format;
- The system should have the minimum built-in security features and meets security standards set by the Rwanda Cyber Security Agency to ensure Meteo Rwanda stands vulnerability and intrusion tests,
- The system must ensure Document Right Management (DRM) to ensure authentication and document protection;
- The supplier must supply a valid 3 years SSL certificate;

(5) Key system features

The system must have but not limited the following features:

- The system must allow users registration and allow them to manage their profiles
- The system must allow the users to submit the required information as detailed the annexes;
- The system must allow existing systems to share information and generate its own information as per the annexes;
- The system must generate the viewable, shareable and printable reports as per the annexes;
- The system must communicate with the ENR RBM&E, Fingerprint data, Website, Twitter, Climsoft, and the RBM systems;
- The system must allow Various PDF, audio, video and Pictures upload;
- The system must have a built-in picture cropping feature;
- The system must have a dynamic workflow with different approval levels;
- The system must have built-in Email and SMS notification;
- The system must perform some arithmetic computation;
- The system must allow to schedule for some activities and produce reports;

4. Deliverables

More specifically, the consultant is expected to produce and deliver the following deliverables in series:

(1) Analysis and Design Phase

At this final stage, the following will be delivered: (1) an inception report on finalized M&E system architecture, interfaces design, methodology and technologies that will be used to build the system as well as the execution plan/timeframe to complete the assignment.

(2) Implementation Phase

At this final stage, the following will be delivered: (1) Report on System Documentation explaining various technologies used and how to maintain them; (2) M&E System first version to test all the features specified in terms of reference.

(3) Deployment Phase

At this final stage, the following will be delivered: (1) A final deployed in production environment; (2) Training reports for both administrators and general users of the system; (3) A soft copy accessible from the system and two hard copies of technical and end-user documentation for the administration and maintenance of the M&E System; (4) A Commitment of One (1) year for ongoing support and maintenance of the system; (5) Source codes of the System; (6) Assignment final report.

5. Duration of the Contract

The firm is expected to take completed in 4 months after signing of the contract.

	<i>National Consultant</i>	<i>Deliverables</i>
<i>Inception Phase</i>	<i>Within 15 days</i>	<i>inception report</i>
<i>Implementation Phase</i>	<i>Within 55 days</i>	<i>System Report; M&E system first version</i>
<i>Deployment Phase</i>	<i>Within 50 days</i>	<i>A final deployed in production environment; Training report; A soft copy accessible from the system and two hard copies of technical and end-user documentation; A Commitment of One (1) year for ongoing support and maintenance of the system; Source codes of the System; Assignment final report.</i>
<i>Total number of days/ durations</i>	<i>120 calendar days</i>	

6. Required Skills, Experience and Competencies

The Company shall have the required expertise and qualification

- At least 5 years accumulated experience in software development and capabilities in software development
- At least 10 years accumulated experience in programme management support, programme/project formulation, monitoring and evaluation, and RBM implementation;
- Strong in-depth knowledge and understanding of Information and Communication Technologies
- Fluent in English and Kinyarwanda;
- Excellent written and verbal communication skills in English
- Available to provide a brief summary of proven experience and capabilities in developing systems of similar nature, size, and scope
- at least three completed works with their respective Contracts: (1) Project manager - Project or team leader will lead the development team and oversee the quality and the overall software development and integration activities; (2) Application developer(s) - The development team of Software Engineers will be in charge of the development, configuration and testing processes of the Research Permit Management System; and (3) Training officer(s) In charge of conducting user training

7. Institutional Arrangement

- UNDP is responsible for the management of this consultancy and will contract the company to undertake the consultancy work on behalf of the Government of Rwanda. UNDP will ensure that all issues pertaining on the contract with the consultant, including payments are completed on schedule and will be responsible for facilitating the work of the consultant.
- Meteo Rwanda will provide day-to-day management of the consultant with UNDP oversight. The Meteo Rwanda will be the government focal point for the evaluation and will facilitate the logistical requirements and provide technical assistance during all phases of the process. The Meteo Rwanda will provide all documentation to the team for the desk review, support the setting up of interview appointments and field visits and convene focus group meetings.
- A Technical working group led by UNDP composed of representatives of Meteo Rwanda and UNDP (Sustainable Growth Unit), will oversee the conduct of the evaluation at the technical level. The team will provide quality assurance and guidance to the consultancy

to ensure that it meets quality criteria. The technical committee will oversee the implementation of the agreed schedule of consultation activities, ensure wide stakeholder consultations, will be in charge of verifying all facts in the report and oversee the production of the final reports and the drafting and implementation of follow up actions.

8. Duty Station

The duty station of the work is Kigali, Rwanda. All transportation regarding the consultancy within Kigali should be arranged and paid by the company.

9. Payment Modality

The company shall be paid the consultancy fee upon completion of the following milestones:

- 20% after the submission and acceptance of the Inception Report.
- 40% after the submission and validation of the first version of the system and its report.
- 40% after the submission and validation of the Final deployed version in working environment, trainings report including specific recommendations for sustainability.

The remuneration stated above is subject to applicable taxes in accordance to the laws of the Republic of Rwanda.

10. Application Procedure

Interested companies should apply by presenting the following documents:

- Personal CV or P11, indicating education background/professional qualifications, all past experience from similar projects, as well as the contact details (email and telephone number) of the candidates and at least three (3) professional references;
- 3 portfolios in color indicating similar projects conducted from the past;
- Brief description of why the consultant considered herself/himself as the most suitable candidate for the assignment including a methodology on how they will approach and complete the assignment as well as a financial proposal of all breakdown costs for the assignment.

11. Evaluation Criteria

The company will be evaluated against a combination of technical and financial criteria, using the Lowest technically qualified Method. Maximum score is 70% out of which technical criteria. For each of the 3 profile candidates of the consultancy firm, the technical evaluation will include the following:

Table 3: Selection criteria technical evaluation

<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
<i>At least 5 years' experience in providing in software development and capabilities in software development combined at professional standards and quality</i>	20%	20
<i>Proven track record of at least 10 years accumulated experience in programme management support, programme/project formulation, monitoring and evaluation, and RBM implementation</i>	20%	20
<i>At least three completed works with their respective Contracts: Project Manager; Application Developer(s); and Training Officer(s)</i>	25%	25
<i>Overall Methodology (clear demonstration of evaluation methodology and understanding of the ToR)</i>	20%	20
<i>Fluent in English and Kinyarwanda (written and verbal skills)</i>	15%	15
TOTAL	100%	100

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated.

Annex:

1. Required expertise and qualification on three staff

Specifically, the key staff should possess the following competencies:

(1) Project manager

The team leader must have strong managerial and communication skills and a record of achieving results (at least three successfully implemented projects of similar nature) and must have excellent verbal and written communication skills in English or French with a working knowledge of the other languages. The Project manager must have a minimum of Masters in IT related fields.

(2) Application developers/Software engineer

- Hold a bachelor's or higher degree in software engineering, computer science, or another related field;
- Be proficient in Java or PHP and know how to work with multiple operating systems;

- Possess strong knowledge of database development platforms (MySQL, Maria, ...);
- Understand web services technologies (SOAP, SAML, XML-RPC, DHIS2, etc.); and
- Have a strong capacity in requirement analysis and system specification.

(3) Training officer

Training officer will be responsible for organizing and conducting trainings, selected partner and/or beneficiary institution or individuals. Training officer must hold a bachelor's or higher degree in software engineering, computer science, or another related field;

Note: The Consulting Firm should provide degrees and CVs of key staff with concrete evidence of previous experiences of similar products in nature, size and scope developed.

2. Documents to Review are listed below, although not limited to:

- EDPRS 2
- National Strategy for transformation
- Vision 2020
- UNDAF 2018-2023
- Meteo Rwanda QMS documents
- Internal reporting templates and formats
- Internal IT systems
- World Meteorological Organisation (www.wmo.int)
- Rwanda Meteorology Agency-Meteo Rwanda (www.meteorwanda.gov.rw)

3. Menus/reports to be developed and generated

Annex 1. QMS documents storage

- Uploading and downloading of a word version, a signed scanned copy by Administrator and/or QMS Manager
- Reading only for allowed users;
- Management of Non-Conforming items (audits findings) and reports production

Annex 2. Mission processing and report

- Mission schedule and approvals;
- Approved Mission printout
- Mission report preparation, edit, approval and print out with signatures (Authentication);
- Reminders

Annex 3. Weather stations performance monitoring

- Record each installed station (date, type, location-Lat., long, distr, sect, cell, village, installed by, stations value, works, environment, see station metadata form);
- Retrieve stations reporting status from weather data servers

- status of all the Meteo Rwanda stations by period;
- Schedule and implementation information (maintenance date, maintenance type, maintained item, etc. see maintenance form);
- Generate viewable, shareable and printable report (tabular, charts, Map) of stations reporting status, schedule implementation status and maintenance performance;

Annex 4. Activities implementation monitoring, Budget requests and approval process

- Record all the budgetary sources and amount by activity
- Activity planning
- Activity Implementation monitoring linked with the maintenance schedule above
- Request by allowed users with relevant approvals
- Computation of the budget operations (approved budget, requested budget reason, amount, balance,)
- Produce a summary request
- View and download general status of the budget by activity, output, by source of funds and by implementers

Annex 5. Project monitoring

- Project entry form
- Project activities schedule and implementation entry
- Potential project interventions
- Project implementation reports

Annex 6. Roster management

- Staff data
- Work schedule
- Link with the finger print

Annex 7. Weather and climate products management

- List of products and their specifications
- Service management by type and by channel, by staff
- Dissemination interface (to SMS by District, by individual, to Web, Twitter, PDF, audio, video, to RBA, to Display system, data to emails, or printed);
- Generate report by type and by channel, by staff and by time

Annex 8. Invoice Management

- Record incoming invoices
- Track internal processing (transmission, comments and status)
- Generate reports

Annex 9. Training management

- Record capacity building plan
- New trainings other than planned
- Record attendance
- Record purpose and outcome and relevant qualifications
- Generate reports

Annex 10. Events Management

- Schedule for meetings: Management, Board of Directors, SMM, Audits (internal audit and QMS Audit), Management review meeting, TWG, trade fair, and others
- Record meetings, audits, ... recommendations and assign responsible and time frame
- Record progress by responsible person
- View and print status (implemented, not implemented, reasons, implementation performance- charts, table)

Annex 11. Visitors Management

- Register all the visitors for various occasions (meeting, appointments, events, ...)
- Schedule management
- Generate reports

Annex 12. Toll free calls

- Register of the calls, identifications, locations and purpose of the call
- The response provided by the technical staff
- Generate a summary report on the call purpose, by caller location, by time, etc.



**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

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

13.2.1 any other party with the Discloser's prior written consent; and,

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

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices

defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

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