



LARGE-SCALE ECOSYSTEM-BASED ADAPTATION IN THE GAMBIA: Developing A Climate-Resilient, Natural Resource-Based Economy

Reference: EbA/RFP/PMP/SOKE/2023/01

Procurement Method	Request for Proposal-Services
Title of Assignment	Consultancy to Support the Operationalization of Kosemar Tenda Ecolodge in the Gambia
Name of Project:	The Large-scale Ecosystem-based Adaptation in The Gambia: developing a climate-resilient, natural resource-based economy (EbA Project)
Project NO:	FP001
Funded by:	Green Climate Fund (GCF)
Accredited Agency:	United Nations Environment Program (UNEP)
Executing Agency:	The Gambia Ministry of Environment, Climate Change and Natural Resources (MECCNAR)
Name of Country:	The Gambia
Date	October 23, 2023

Request for Proposal (RFP) – Services

Date: October 23, 2023

Request for Proposal for: **Consultancy to Support the Operationalization of Rosemar Tenda Ec lodge in the Gambia**

Tracking Number: **EbA/RFP/PMP/SOKE/2023/01**

Dear Sir/Madam,

1. You are kindly requested to submit a proposal in accordance with this document and the Annexes attached.
2. This Request For Proposal (RFP) consists of this document and the following annexes:

Annex I	–	Instructions to Bidders
Annex II	–	Background Information
Annex III	–	Terms of Reference (TOR)
Annex IV	–	Evaluation Criteria
Annex V	–	Proposal Submission Form
Annex VI	–	Acknowledgment Letter
Annex VII	–	General Conditions of Contract
Annex VIII	–	Global Compact

3. Please note that this document is an RFP and not an Invitation to Bid (ITB.) This document and its Annexes constitute the RFP and will be the basis for EbA Project to determine the qualifying Contractor(s.) All responses will be used solely for the purpose of identifying the best- Contractor(s) and will be kept confidential. All proposals received shall be considered property of the EBA PROJECT and not returned.
4. Your firm is kindly requested to return the attached acknowledgment letter (Annex VI) no later than the date indicated at point 6.2 below to indicate whether or not your firm intends to submit a proposal.
5. Your proposal should reach the address indicated at point 7 below. The submission should be marked as per the provisions made in Annex (I) at section C.2.1
6. Important dates:

6.1	Issuance of solicitation documents	–	23 October, 2023	
6.2	Deadline for acknowledgment	–	30 October, 2023	On or before 16:00 hours local time
6.3	Deadline for bidders' clarifications	–	08 November, 2023	On or before 16:00 hours local time
<u>6.4</u>	<u>Submission Deadline</u>	–	<u>20 November, 2023</u>	<u>On or before 12:00 hours local time</u>
6.5	Bid Opening	–	28 November, 2023	At 13:00 hours local time

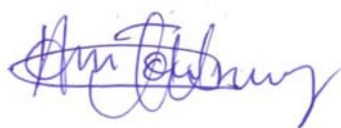
7. Important addresses:

Bid Delivery Address: Electronic delivery address: Email: info@ebagambia.com <hr/> Hand Delivery Address: EbA Project Office Sky Blue Plaza 2nd Floor, Bijilo Annex Layout, Bijilo, WCR, The Gambia	Bid Opening Location: EbA Project Office Sky Blue Plaza 2nd Floor, Bijilo Annex Layout, Bijilo WCR
<u>All late bids will not be accepted</u>	

EbA Project looks forward to receiving your proposal and thank you in advance for your interest in EbA Project procurement opportunities.

Pre-cleared by:

Approved by:



Alhagie M. Touray

Procurement Officer

23 October, 2023



Dr. Malanding S Jaiteh

Project Manager

23 October, 2023

Annex I – Instructions to Bidders

A. General

- A.1. Your proposal could form the basis for a contract between your firm and the Large-scale Ecosystem-based Adaptation Project (EBA PROJECT).
- A.2. Currency of the proposal. All amounts quoted in the proposal shall be in United States Dollars (USD) unless otherwise specified.
- A.3. Definitions
- A.3.1. Firm; in the context of this RFP the word “firm” refers to any organization’s legal status, whether it is a sole proprietorship, a company, non-profit, a partnership, a joint venture, or any other form of legal association.
- A.3.2. Contractor(s); means the party or parties with which EBA PROJECT may eventually enter into a contract(s) for the works and/or services as per the attached TOR at Annex (iii).
- A.4. Costs incurred. This RFP does not commit EBA PROJECT to award a contract or to pay any costs incurred in the preparation or submission of proposals, or in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.
- A.5. Right to reject. EBA PROJECT reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of EBA PROJECT.
- A.6. No contractual offer. This RFP contains no contractual offer of any kind. Any proposals submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of any offer by EBA PROJECT.
- A.7. Advance payments. The Financial Regulations and Rules of the United Nations preclude advance payments or payments by Letters of Credit.
- A.8. Communication. Other than this official means of communication, excluding all provisions made herein, EBA PROJECT staff are prohibited from communicating about this procurement with any respondent or external party during the course of this procurement. Respondents are not to call or attempt to communicate in any other way with EBA PROJECT staff regarding this procurement. **Any violation of this instruction may adversely affect a vendor’s prospect of selection.**
- A.9. Fraud and Corruption. It is EBA PROJECT policy to require that Bidders, suppliers, and contractors and their subcontractors under EBA PROJECT contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, EBA PROJECT:
- A.9.1. defines as “corrupt practices”, for the purposes of this provision, as being, but not limited to, any that can be interpreted, at the sole discretion of the United Nations, in terms of the definitions below:

- A.9.1.1. *bribery* is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts
- A.9.1.2. *extortion* or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation
- A.9.1.3. *fraud* is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of EBA PROJECT or other participants
- A.9.1.4. *collusion* is the agreement between Bidders designed to result in bids at artificial prices that are not competitive. “Collusive bidding”, “other anti-competitive conduct”, or “any other similar conduct” may include, *inter alia*, any attempt to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through an open and transparent competitive process.
- A.9.1.5. *improper assistance* is the practice compiling proposals that, in the sole opinion of the United Nations, are prepared with the assistance of current or former employees or contractors of the United Nations, in violation of confidentiality obligations, or by using information not otherwise available to the general public or which would provide a non-competitive benefit shall also be excluded from further consideration
- A.9.2. will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question
- A.9.3. will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing an EBA PROJECT contract
- A.9.4. will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing an EBA PROJECT contract
- A.9.5. will normally require an EBA PROJECT vendor to allow EBA PROJECT, or any person that EBA PROJECT may designate, to inspect or carry out audits of the vendor’s accounting records and financial statements in connection with the contract.
- A.10. Investigations. Any vendor participating in EBA PROJECT’s procurement activities, shall facilitate to EBA PROJECT personnel upon first request, all documents, records and other elements needed by EBA PROJECT to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from EBA PROJECT vendor roster and may lead to suspension following review by EBA PROJECT Vendor Review Committee.

- A.11. Audits. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, the UN Board of Auditors as well as with other investigations authorized by the Executive Director as and when required in accordance with all the terms and conditions outlined in the standard clauses for contracts attached at Annex Vii of the solicitation documents.
- A.12. Confidentiality. This RFP is communicated to and received by each addressee thereof on the understanding and condition that it is confidential and proprietary to EBA PROJECT and contains privileged information. No information contained in the RFP may be copied, exhibited or furnished to others without the prior written consent of EBA PROJECT. Proposers will be bound by the contents of this paragraph whether or not they submit a proposal or respond in any other way to this RFP. EBA PROJECT will not return proposals received. These proposals shall be kept confidential for the sole and internal consideration of EBA PROJECT.
- A.13. Modification of request for proposal. EBA PROJECT reserves the right to modify or exclude any consideration, information or requirement contained in this RFP and to add new considerations, information or requirements at any stage of the procurement process, including negotiations with proposers, at any time before any contract is awarded for the services detailed in this RFP.
- A.13.1. To give proposers reasonable time in which to take a modification into account in preparing their proposals, EBA PROJECT may, at its sole discretion, extend the deadline for the submission of proposals. The new deadline will be communicated through the appropriate media.
- A.14. Eligible Bidders. Without abandoning the provisions made in this document for determining the technical eligibility of the bidders, EBA PROJECT asserts that:
- A.14.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any member state of the United Nations.
- A.14.2. A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by EBA PROJECT to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under these Bidding Documents.
- A.14.3. A Bidder that is under a declaration of ineligibility by EBA PROJECT in accordance with Instructions to Bidders Clause A.9, at the date of contract award, shall be disqualified.
- A.14.4. Bidders shall not be eligible to submit a bid when at the time of bid submission:
- A.14.4.1. Suppliers are already suspended by EBA PROJECT; or,
- A.14.4.2. Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,
- A.14.4.3. Suppliers are suspended by the UN Procurement Division (UNPD); or,

A.14.4.4. Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).

A.15. Joint Venture. Bids may be submitted by a Joint Venture (JV). In the case of a JV:

A.15.1. The duly filled “Joint Venture Partner Information Form” of Annex (v) must be included with the Bid; and

A.15.2. All parties to the JV shall be jointly and severally liable; and

A.15.3. The JV shall nominate a Representative who shall have the authority to conduct all businesses:

A.15.3.1. - for and on behalf of any and all the parties of the JV during the bidding process; and

A.15.3.2. - in the event the JV is awarded the Contract, during contract execution.

B. Preparation and Contents of Proposals

B.1. Language of the proposal. The proposals and all correspondence and documents relating to this RFP shall be written in the English language. Any printed literature furnished by the Bidder 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.

B.2. Contents of the proposal.

B.2.1. This sub-section refers exclusively to the assessable contents of the proposal, for instructions on collation, marking and sealing of the proposal components please refer to sub-section “C.1 Format of the Proposal” and sub-section “C.2 Sealing and marking of the Proposals.”

B.2.2. Proposals must offer services for the total requirements. Any proposal which does not fully and comprehensively address this RFP may be rejected. The Bidder 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 Bidder’s risk and may affect the evaluation of the Proposal.

The proposal shall include, but is not limited to, the following information:

B.2.3. Proposal submission form Annex (v)

B.2.4. Qualification document. A brief description of your firm and an outline of recent experience on projects of a similar nature, including experience in the country and language concerned. You should also provide information that will facilitate our evaluation of your firm’s substantive reliability and financial and managerial capacity to provide the services.

The following documents are to be submitted:

1. Company Registration Documents
2. Annual balance sheets and profit & loss statements for the last 3 (three) financial years
3. The firm’s reference list. Minimum five relevant projects with details
4. List of relevant completed projects, including project value, and list of corresponding contact persons within the clients.

B.2.5. Technical proposal:

B.2.5.1. The proposal should describe the approach and methodology that will be applied by the firm to meet the objectives and scope of the services required by EBA PROJECT. This section should demonstrate the proposal’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; and demonstrating how the proposed methodology meets or exceeds the specification. You should include the number of person-months in each specialization that you consider necessary to carry out all the work.

- B.2.5.2. Assumptions. Include any assumptions as well as comments on the data, support services and facilities to be provided by EBA PROJECT as indicated in the TOR, or as you may otherwise believe to be necessary.
- B.2.5.3. Team structure. Provide the composition and work tasks (including supervisory) which would be assigned to each member. Include team organogram and curriculum vitae of senior professional members of the team.
- B.2.5.4. The technical proposal must not provide financial information.
- B.2.6. Financial proposal. This must contain the financial information about the services that will be provided by the Contractor. The firm must state its contract price, discounts, if any, and payment terms. The currency used in the financial proposal shall be in accordance to clause (A.2.) The financial component shall have a cover letter wherein your firm's authorized representative affirms a summary of the price and the period of validity.
- B.2.6.1. In addition this component must cover all the services to be provided and must itemize the following:
- B.2.6.1.1. An all-inclusive rate per person-day (including honorarium and living expenses) for each team member to be assigned to the project and a rate for the person's work at home, if applicable
 - B.2.6.1.2. An all-inclusive amount for international travel and related expenses. Please indicate the number of round trips per team member
 - B.2.6.1.3. An all-inclusive amount for local travel
 - B.2.6.1.4. All other costs, if any, indicating nature and breakdown
 - B.2.6.1.5. Summary of total costs for the services proposed
 - B.2.6.1.6. A proposed schedule of payments
- B.3. Period of validity of proposals. Proposals shall remain valid for a period of at least one hundred and twenty (120) days from the date fixed for opening of proposals in the RFP. A proposal valid for a shorter period may be rejected by EBA PROJECT on the grounds that it is non-responsive.
- B.4. Comprehensive and concise proposals. Proposers must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any proposal which does not fully and comprehensively address this RFP may be rejected. Proposers should also limit their proposals to the requirements of this RFP. Unnecessarily elaborate brochures and other presentations beyond that sufficient to constitute a complete and effective proposal are discouraged.

C. Submission of Proposals

- C.1. Format of proposals. The technical and financial proposals in response to the present request must be delivered in 2 (two) hard copies each, clearly marked “Original Proposal” and “Copy” as appropriate. In the event of any discrepancy between different copies of the proposals, the one stamped “Original Proposal” shall govern.
- C.2. Sealing and marking of proposals. The proposer shall seal the hard copies proposal in one outer and two inner envelopes, as detailed below:
- C.2.1. The outer envelope shall show the address as stated in the RFP Request Document at point 7, and marked “**Enter heading for scope of works**” – REF: Enter RFP Tracking Number
- C.2.2. Both inner envelopes shall indicate the name and address of the proposer, and clearly marked:
- C.2.2.1. **”Technical Proposal”** and shall contain the documents with the information stipulated in paragraphs B.2.3/4/5 above. The technical proposal shall not contain any pricing information.
- C.2.2.2. **“Financial Proposal”** and shall contain the total price quotation with the information stipulated in clause B.2.6 above.
- C.3. If the two inner envelopes are not sealed and marked as per the instructions in this clause, EBA PROJECT will not assume responsibility for the proposal’s misplacement, premature opening and/or consequent disqualification of your proposal.
- C.4. Signing of the proposals. All copies of the Proposal shall be typed or written in indelible ink and shall be signed by the proposer or a person or persons duly authorized to bind the firm to the contract. The latter authorization 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 proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- C.5. Deadline for submission of proposals. Proposals should reach the delivery address supplied in point 7 of the RFP Request Document not later than the date and time clearly defined in point 6.4 of the RFP Request Document.
- C.6. It is the exclusive responsibility of the proposers to ensure that their proposal reaches the delivery address before the stipulated deadline. Proposals received after the deadline will be rejected.
- C.7. Modifications and withdrawals. Proposals may be modified or withdrawn in writing prior to the bid opening. Bids may not be modified or withdrawn after this time.
- C.8. Pricing Errors. In case of error in the totalling prices, unit prices will govern. In case of discrepancies between the amounts in figures and the amounts in words the amounts in words will govern.
- C.9. Clarifications of request for proposal. Questions on any part of this RFP should be submitted, in writing, to EBA PROJECT within the date stipulated at point 6.3 of the RFP Request Document.

Responses may be copied to all other firms invited to submit a proposal. Questions may be sent via email at Insert email of recipient.

- C.9.1. In responding to the requests for clarifications EBA PROJECT may, at its sole discretion, apply the provisions made in Annex (i) Clause A.13 Modification of request for proposal.

D. Opening and Evaluation of Proposals

D.1. Opening of proposals. A public opening of proposals will take place on the date and time stipulated at point 6.5 of the RFP Request Document. The bid opening will be held at the address stipulated at point 7 of the RFP Request Document. The purpose of the public opening is to record the proposals submitted by the due date and time. No price will be announced at the time of the public opening. Firms submitting offers are welcome to send one (1) representative with proper authorization to observe the recording of proposals received.

D.2. Clarification of proposals. To assist in the examination, evaluation and comparison of Proposals, EBA PROJECT may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

D.3. Preliminary Examination. EBA PROJECT will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Prior to the detailed evaluation, EBA PROJECT will determine the substantial responsiveness of each Proposal to the 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. EBA PROJECT'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 EBA PROJECT and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

D.4. Evaluation of the proposals. Proposals will be evaluated in accordance with the United Nations Financial Regulations and Rules, established procedures of the UN and:

D.4.1. 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 Schedules of the Proposals will be opened only for submissions that passed minimum technical score of 70% (490 points) of the maximum obtainable 700 points.

D.4.2. The evaluation will be conducted in accordance with the cumulative analysis method, according to which the technical and financial proposals have pre-assigned weights and pre-assigned maximum number of scores: technical proposal (70%), 700 points maximum, financial proposal (30%), 300 points maximum.

D.4.3. The winning proposal will be the one with the highest sum of points obtained both for financial and technical evaluation.

- D.5. Technical Evaluation. The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria contained in the bidding documents. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. Please see the detailed breakdown of obtainable points in Annex (iv).
- D.6. Financial Evaluation. In the second stage the price proposals of all contractors who attained minimum 70% of the maximum score (490 points and more) for the technical evaluation will be reviewed. Arithmetical errors will be rectified according to clause C.8 Pricing Errors. If the Bidder does not accept the correction of errors, its Proposal will be rejected.
- The lowest amount technically qualified financial proposal will be awarded maximum 300 points and other financial proposals will be awarded points in accordance with the following formula: Financial Proposal score = (Lowest Price / Price under consideration) x 300.

E. Contracting Arrangements

E.1. Award of contract.

E.1.1. EBA PROJECT reserves the right to accept or reject any proposal received in response to this RFP and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of EBA PROJECT.

E.1.2. Before the expiration date of the proposals validity, EBA PROJECT will make its best efforts to select and award the contract to the qualified proposer whose proposal, after being evaluated, is considered to be the most responsive to the needs of the organization.

E.2. Contract currency shall be United States Dollars (USD) and payments will be executed in USD unless otherwise specified.

E.3. Signing of the contract. Any contract awarded for the services described in this RFP will be signed between the selected firm and EBA PROJECT unless otherwise specified. The duration of the contract shall expire upon EBA PROJECT's acceptance as satisfactory of the deliverables that are submitted by the selected firm.

E.4. Payment provisions. EBA PROJECT's general policy is to pay for the performance of contractual services rendered, or to effect payment, upon the achievement of specific milestones described in the contract.

E.4.1. EBA PROJECT's policy is not to grant advance payments except in unusual circumstances where the potential contractor specifies in the proposal that there are special circumstances warranting and advance payment. EBA PROJECT, at its sole discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

E.4.2. Any request of advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for the utilization of said amount.

E.5. Adjustable Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

E.6. Ownership of work papers. The work papers and related documentation shall be the property of EBA PROJECT and shall be kept in the custody of the selected firm. The eventual transfer, disposal or destruction of the work papers will be subject to the instructions of EBA PROJECT. The work papers and related documentation shall be subject to submission and review by EBA PROJECT solely and at its discretion.

E.7. General conditions of contract. The contract for the provision of the services shall be subject to the EBA PROJECT General Conditions of Contract for Services that are provided in Annex (vii.) Please note that the terms set forth in this RFP and other terms of your proposal shall be included in any contract entered into between your firm and the EBA PROJECT, should EBA PROJECT accept your proposal and, that the contract will require compliance with all statements and representations made in your proposal as to the performance of the services.

E.8. Vendor Protest. Vendor protest procedures are intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected.** In the event that you believe you have not been fairly treated, you can find detailed information in the following link: <http://www.un.org/Depts/ptd/complaints.htm>

Annex II – Background Information on EbA Project



LARGE-SCALE ECOSYSTEM-BASED ADAPTATION IN THE GAMBIA: Developing a Climate-Resilient, Natural Resource-based Economy

Title: Consultancy to Support the Operationalization of Kosemar Tenda Ec lodge

I. General Information

Contracting Agency: Large-scale Ecosystem-based Adaptation (EbA) Project
Reporting to: Business Development and Private Sector Specialist
Place of Work: Home-based but may visit the Project Office in Banjul, if necessary
Expected Duration: Deliverables to be completed within 6 months.
Expected Start Date: Immediately after concluding the Contract Agreement

II. Background

Cognizant of the severity and urgency of the national threats related to climate change, the Government of the Gambia through the Ministry of Environment, Climate Change and Natural Resources (MECCNAR), in partnership with the United Nations Environment Programme (UNEP) secured funding from the Green Climate Fund (GCF) to implement the “Large-scale Ecosystem-based Adaptation (EbA) Project in The Gambia: developing a climate-resilient, natural resource-based economy, over a six-year period. The proposed adaptation solution is the large-scale implementation of the EbA approach in participation with vulnerable rural communities in Community Forests (CFs) and Community Protected Areas (CPAs). The EbA approach has been defined as the use of ecosystems – and the generation of associated goods and services – as part of a strategy to adapt to climate change. The project is being implemented in Lower, Central, and Upper River Regions.

The overarching objective of the EbA project is to build the climate resilience of rural Gambian communities and facilitate the development of a sustainable natural resource-based (green) economy by implementing large-scale EbA within and adjacent to agricultural areas, community-managed forest reserves and wildlife conservation areas of The Gambia.

The EbA Project entails three components:

1. Restoring degraded forests and agricultural landscapes with climate-resilient plant species that provide goods for consumption or sale;
2. Facilitating the establishment of commercially viable natural resource-based businesses to be managed by community-based organizations, working with community-based planning and management processes; and
3. Strengthening the policy and institutional capacity of the Government to support the large-scale implementation of EbA in the Gambia.

Under Component 2, '**Output 2.2 Business plans, forums and financial analyses to catalyse private and public investments in a climate-resilient natural resource base**' an analysis was commissioned to review the establishment processes for the various community enterprises that were recommended by the International Economic and Business specialist. A business planning framework was developed, conceptual designs, action plans, budgets, and rolling out plans for beekeeping, SFCs, handicraft, food processing, and ecotourism enterprises. The study also provided technical memos to support procurement processes as well as developed discussion documents on Green Economy Planning for the Gambia, a green certification action plan, and initiated a brand development process.

The results/outcome of the market study for ecosystem goods and services in The Gambia has shown great potential for development and growth. Based on the business feasibility study conducted, the enterprise is expected to be profitable and viable over the longer term. The eco-tourism business case was proposed as an accommodation facility that will sell bed-nights to various tourist market segments including food and beverage catering services from the forestry and agriculture products. In addition, neighboring communities will provide some value-added services such as local tour guide activities and housekeeping. Thus, in addition to accommodation, the relevant service provider would arrange for catering services, especially breakfasts and dinners. Additional tourist services may be offered in the form of guided trails (walking, bird watching, game-viewing, canoeing, fishing, etc.). Other social activities like making and selling traditional/cultural costumes, handicrafts, etc., organization of cultural dances/festivals, and night shows like campfires among others will also be provided to serve as tourist attractions at the site. It is important to note that ecotourism is now becoming a booming industry in The Gambia. A team of consulting engineers helped prepare the design, cost estimates, and technical specifications and awarded a contract for the construction of basic structures at Kossemar Tenda Ecolodge, which is nearing completion.

It is worth noting that the business model for the ecotourism facilities is based on Community Public Private Partnership (CPPP) arrangements where the host Community provides the Landed property, the EbA Project (Public) constructs the basic facilities, and the Private Party/Concessionaires will operate and manage the facilities and construct additional facilities that may be needed. A legal consultant prepared all the legal instruments that clearly spelled out the relationships between, and the rights and obligations of, the parties.

Thus, this assignment aims to provide technical assistance support to the Project and its partners in setting up the Kossemar Tenda Ecolodge. The service provider will amongst other things, lead the development of an appropriate framework to recruit private management partners as concessionaires to operate and manage the NR enterprises.

Consequently, the EbA Project is hereby requesting proposals from eligible and qualified consultancy firms with highly motivated and result-driven expert teams to lead, together with the national project team and other national and international stakeholders, all aspects related to the '**Consultancy to Support the Operationalization of Kosemar Tenda Ecolodge**'.

III. Scope of Work

Under the overall guidance of the Project Manager and the Business Development and Private Sector Specialist, the consulting firm is expected to render services towards the '*Consultancy to Support the Recruitment of a Private Management Partner and the Operationalization of Kosemar Tenda Ecolodge*'.

IV. Deliverables/ Expected Outputs

Under the Contract, the consulting firm will be responsible for executing the following output areas/ sub-activities:

	Output Area/Sub-Activities

1	To develop a bankable financial model based on agreed performance criteria for estimating expected revenues, costs, and benefits accruing to the NFF and beneficiary communities.
2	To identify with technical specifications the cost of capital commitments needed (from the Concessionaire) to complete the remaining facilities as contained in the building designs to acceptable operational standards.
3.	To develop detailed operational performance measurement framework, using the Key Performance Indicators (KPIs) criteria related to catering, housekeeping, grounds management and activities including community-participation)
4	To integrate the required performance criteria (from 1- 3) into the draft CPPP Agreements already developed.
5	To design an implementation plan framework, aligned with the CPPP Agreements, that will enable Concessionaire performance monitoring, evaluation, and response - including mitigative and punitive actions that may be required in the event of unsatisfactory or no performance.
6.	To support the identification of prospective Concessionaire profiles with the potential to succeed as private management partner.
7	To assist in designing an appropriate procurement modality (requirement definition, EOI, RFP, selection, and negotiation) to recruit Concessionaire.
8	Conduct at least one travel mission to The Gambia

V. Duration of the Assignment, Duty Station, and Expected Places of Travel

The execution of this consulting assignment is scheduled to be completed within **24 weeks**. The consulting firm is expected to work from home but may be required to conduct at least one travel mission to the Gambia. The duty station in the Gambia will be the Project Management Unit Office and the consultant(s) is/are expected to travel to the project site in URR.

VI. Facilities to be provided by EbA Project

The EbA Project will provide office space and logistical support to facilitate travels to project intervention sites during possible face-to-face missions.

VII. Qualification and Experience

The prospective consulting firm is expected to demonstrate that it has the requisite personnel with adequate professional and technical knowledge and skills for delivering the expected outcomes of the assignment. The following expert areas and qualifications are required.

<i>Specialization s/Experts</i>	<i>Minimum Qualification and Previous Experience</i>
Experience of Firm	<ul style="list-style-type: none">● Five (5) years of relevant experience in providing technical assistance in formulating business models in Natural resources-based enterprises.● Proven expertise in conservation finance, investor relations, and business development.● Has at least three (3) existing and/or past projects on designing and implementing investment mechanisms of EbA intervention approach.● Has proven established and stable partnerships with global institutions and the private sector.● Experience working and partnering with various stakeholders such as governments, non-governmental organizations, local communities (e.g. protected area management bodies); and

	<ul style="list-style-type: none"> ● Experience working and partnering with various stakeholders such as governments, non-governmental organizations, local communities.
Team Leader & Natural Resource Management Economist	<ul style="list-style-type: none"> ● advanced Degree (master's or Ph.D.) in finance, economics, business management, or a related field or equivalent relevant work experience, preferably with a climate change adaptation and natural resource focus. ● At least 5 years of progressively responsible experience, preferably in environmental finance, economics, management, or related fields. ● Demonstrated experience with CPPP/PPP arrangements, concessionaire recruitment, and negotiations. ● Experience in financial modelling particularly for ANR enterprises ● Demonstrated experience collaborating with international and national experts and institutions on similar assignments. ● Proven experience in planning and developing Natural Resources businesses. ● Proven experience in natural resource product development, packaging, and certification. ● Proven experience in technology assessment for food product processing. ● Past experience in developing innovative financial mechanisms for green businesses. ● Sound understanding of key software packages (MS Office). ● Previous experience in similar projects working with rural communities.
Ecotourism Business Development Specialist	<ul style="list-style-type: none"> ● Masters or BSc in Tourism and Hospitality Management, Business Management, or related fields preferably with a climate change adaptation and natural resource focus. ● At least 5 years of progressively responsible experience in ecotourism enterprise advisory support and product development. ● Proven experience in the provision of capacity-building programmes for ecotourism lodges in Africa. ● Experience with Ecotourism CPPP arrangement and management
Other Skills/Support Staff	<ul style="list-style-type: none"> ● qualifications and/or industry certification and /or demonstrable experience in Project Management, Microsoft Office (advanced user certification of MS Access, MS Excel, and MS Word desirable), and other relevant software are desirable.

I. Other Relevant Competencies

Members of the consulting firm's expert team are expected to either individually or collectively possess the following competencies:

- Strong analytical, writing, and communication skills.
- Ability to prepare clear reports and presentations.
- Ability to work with a multidisciplinary and multicultural team.
- Strong motivation and ability to work and deliver under short deadlines.
- Focus on impact and result for the client and respond positively to critical feedback.
- Able to work independently with little or no supervision.
- Familiarity with governments, especially in Africa strongly desired.
- Strong command of the English language

II. Presentation of Offer

The Technical and Financial Proposals should be enclosed in separate envelopes, then the two envelopes placed in one envelope for physical submission at the EbA Project Office, Sky Blue Plaza, 2nd Floor, Bijilo, the Gambia or submitted electronically in two separate PDF files with the following Subject: *'Establishment of Kosemar Tenda Ecolodge'* at info@ebagambia.com

❖ Technical Proposal

The consulting firm should submit the following documents as part of its technical proposal:

- (a) A letter of confirmation of interest and availability including a brief description of why they consider themselves as the most suitable candidate for this assignment.
- (b) Personal CVs of experts indicating all past experiences from similar projects, as well as the contact details (telephone number and email) of all the Candidates with at least three (3) professional referees.
- (c) A methodology on how they will approach and complete the assignment.
- (d) An appraisal and feedback from past clients/organisations on related assignments

❖ Financial Proposal

The prospective consulting firm is required to indicate fee structure in Lump-sum by providing a breakdown into professional fees for the anticipated number of working days as well as travel and per diem for in-country missions.

III. Deliverables, Duration, and Payment Terms

The consulting firm is expected to propose a payment schedule for the assignment. Payment will be made upon submission and certification of reports on all deliverables by the Project Manager/validation by UNEP as may be required. The currency of payment will be **US Dollars**.

Output Area/Sub-Activities	Deliverables	Payment (%)	Duration
1. To develop a bankable financial model based on agreed performance criteria for estimating expected revenues, costs, and benefits accruing to the NFF and beneficiary communities.	A User-friendly Excel model template developed, validated, and Report submitted.	21.3%	4 weeks
2. To identify with technical specifications the cost of capital commitments needed (from the Concessionaires) to complete the remaining facilities as contained in the building designs to acceptable operational standards.	A User-friendly Excel model template developed, validated, and Report submitted.	9.1%	4 weeks
3. To develop detailed operational performance measurement framework, using the Key Performance Indicators (KPIs) criteria related to catering, housekeeping, grounds management and activities including community-participation)	Performance Measurement Criteria with KPIs developed, validate and Report submitted.	6.3%	3 weeks
4. To integrate the required performance criteria (from 1- 3) into the draft CPPP Agreements already developed.	Performance Measurement Criteria with KPIs integrated into CPPP Agreement and Final Version submitted	5.0%	2 weeks
5. To design an implementation plan framework, aligned with the CPPP Agreements, that will enable Concessionaire performance monitoring, evaluation, and response - including mitigative and punitive actions that may be required in the event of unsatisfactory or no performance.	Implementation Framework designed, aligned to CPPP Agreement and Report submitted.	12.6%	3 weeks

6. To support the identification of prospective Concessionaire profiles with the potential to succeed as private management partners.	Local and international searches for Prospective Concessionaires conducted, profiles identified, and reports submitted	5.0%	2 weeks
7. To assist in designing an appropriate procurement modality (requirement definition, EOI, RFP, selection, and negotiation) to recruit Concessionaires.	Requirement definition, EOI, RFP, Technical evaluation, negotiation, contracting of Concessionaires finalized	17.6%	4 weeks
7. Conduct at least one travel mission to The Gambia	Conduct field missions	23.1%	2 weeks
	TOTAL	100%	24 weeks

IV. Reporting Schedule on Deliverables

The consulting firm shall comply with the following reporting structure and deadlines.

A. An acceptable INCEPTION REPORT, detailing the work program schedules, methodology, etc of how the consultant would execute the assignment.

B. Submit a comprehensive and acceptable ACTIVITY COMPLETION REPORT detailing the outcomes on each of the deliverables along with relevant documentation at least **two weeks** after successful implementation.

C. Submit a comprehensive and acceptable FINAL REPORT at least **one month** after completion of the assignment detailing the outcomes along with relevant reports and documentation on all deliverables. \

V. Criteria for the Selection of Offer

The following criteria shall serve as a basis for evaluating the offers. A combined Scoring method – where the qualifications and methodology (Technical Offer) will be weighted a maximum of 70% and combined with the price offer (Financial offer) which will be weighted a max of 30%.

Evaluation Criteria:

I. PHASE 1: TECHNICAL EVALUATION CRITERIA

A. Mandatory Technical Evaluation

Table 1: Mandatory Technical Evaluation Criteria

Description of Criteria	Required from Bidders	Criteria
1. <u>Appropriate Signature:</u> The proposal is properly signed by an authorized company representative	The bid/proposal is appropriately signed with the name and title of the signing authority	Pass/Fail
2. <u>Certificate of Incorporation:</u> Bidder must be a legally registered vendor	Bidder shall submit a valid/current certification of business registration documents in English or a translated copy in the English Language	Pass/Fail

3. Past Experience. 5 years of experience in providing technical assistance in formulating/developing an appropriate framework for the recruitment of private management partners as concessionaires to operate and manage ecotourism or similar facilities. Bidder to provide at least two similar services performed within the past 5 years.	Bidders should describe in detail two services of similar scope/requirement as that of this RFP, performed in the last five years. Please provide a summary of the services.	Pass/Fail
4. Past Performance: Bidder must submit reference letters or proof of successful completion of two services within the past five years that are similar to the current requirement for private clients, government or international organizations with national, regional, or international scale	At least two reference letters or proof of successful completion of two services within the past five years that are similar to the current requirement for private clients, government, or international organizations with national, regional, or international scale.	Pass/Fail
5. Ability to communicate in English: The Bidder must confirm in writing that the proposed team members to handle the expected assignment must be able to communicate in oral and written English. Bidder must confirm this in writing and provide the CVs of all members of the assigned team demonstrating knowledge of the English language.	Certificates, cvs, or other documentary evidence of such employment and skills.	Pass/Fail
6. Provision of services listed in the scope: The bidder is to confirm its ability to provide the listed services, in the scope detailed in the TOR.	Confirmation letter or statement describing the range of services the bidder offers in relation to the scope	Pass/Fail
7. Confirmation that the firm will provide all the manuals and documents relevant to the assignment in the format required.	Written statement confirming	Pass/Fail

B. Point Scale Evaluation Criteria (minimum passing score 490)

All proposals found eligible in the mandatory evaluation will be considered for point scale evaluation as per the criteria indicated in Table 2. A proposal must obtain an overall minimum score of 490 points (70%) out of the maximum obtainable score of 700 to be considered technically compliant.

Table 2: Point Scale Evaluation Criteria

Summary Point Scale Technical Evaluation Criteria		Percent	Points Obtainable
A	Bidder's qualification, capacity, and experience / Expertise of the Firm	40%	280
B	Proposed Methodology, Approach, and Implementation Plan	35%	245
C	Management Structure and Key Personnel	25%	175
	Total	100%	700

A. Bidder's qualification, capacity, and experience / Expertise of the Firm		Required Supporting documents	Evaluation Criteria	Max. Points Obtainable
1	Responsiveness of the Bidder to the RFP: The bidder should understand the TOR and demonstrate through their experience the ability to provide technical support for	The bidder must provide written evidence of experience working on similar tasks within the TOR, demonstrating ability	- Maximum points are awarded to the bidder who has demonstrated prior experience working	110

	the recruitment of a concessionaire for an Ecotourism lodge to ensure smooth and efficient operation of the facility as per the requirement of the TOR.	to support the recruitment of a concessionaire for the smooth and efficient operation of the facility as per the requirements of the TOR.	<p>on similar tasks and demonstrate fully its capacity to carry out the assignment: 80-110 points.</p> <ul style="list-style-type: none"> - Vendor has understood the requirements and demonstrated partially the capacity to carry out the project: 1-80 points. - Vendor has not understood the requirements and has not demonstrated the capacity to carry out the project: 0 point. 	
1	Firm's General Experience: Bidder must demonstrate knowledge of the field (short description of the relevant project with similar requirements/scope. The description shall include the types of projects they have supported, client/client type i.e. private clients, government or international organizations with national, regional, or international scale, scale, duration, etc	Bidder should provide documentary evidence they meet the requirement	<p>Maximum points are awarded to a bidder who provides full analysis of similar projects addressing, the specialized knowledge of the firm, relevance of experience in similar projects:</p> <ul style="list-style-type: none"> - Quality of output excellent: 70-100 points - Quality of output satisfactory: 1-70 points - Quality of output less than satisfactory: 0 Point. 	100
2	Experience in developing a bankable financial model for a CPPP framework or a similar project.	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10
3	Experience in identifying additional capital investment/commitment needed from the Concessionaires to complete infrastructure requirements.	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10

4	Experience in designing detailed operational performance measurement criteria for a PPP framework.	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10
5	Experience integrating PPP KPIs required performance criteria into the draft CPPP Agreement	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10
6	Experience designing an implementation plan framework, aligned with the CPPP Agreement, that will enable Concessionaire performance monitoring, evaluation, and response - including mitigative and punitive actions that may be required in the event of unsatisfactory or no performance.	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10
7	Experience in assisting with identifying prospective Concessionaire profiles with the potential to succeed as private management partners.	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10
8	Experience in assisting with the appropriate procurement modality for the selection/recruitment of the Concessionaires	Bidder should provide documentary evidence	Maximum points are awarded to a bidder who has performed at least one project similar in nature and scope/complexity	10
TOTAL				280

#	B. Proposed Methodology, Approach, and Implementation Plan	Required Supporting documents	Evaluation Criteria	Max. Points Obtainable
1	Have the important aspects of the task been addressed in sufficient detail?	The bidder must provide written evidence to show that all important aspects of the TOR are fully addressed	<p>Maximum points awarded to a bidder who has addressed all important aspects of the TOR:</p> <ul style="list-style-type: none"> - Quality of output excellent: 30-45 points. - Quality of output satisfactory: 1-30 points. 	45

#	B. Proposed Methodology, Approach, and Implementation Plan	Required Supporting documents	Evaluation Criteria	Max. Points Obtainable
			<ul style="list-style-type: none"> - Quality of output less than satisfactory: 0 Point. 	
2	Are time, schedule and man-power estimates well defined and consistent with the task?	The bidder must provide written evidence that time schedule and personal requirements are reasonable and commensurate with the requirement of the TOR	<p>Maximum points are awarded to a bidder who provides well defined time schedule and man-power proposals to carry out the assignment:</p> <ul style="list-style-type: none"> - Quality of output excellent: 40-70 points. - Quality of output satisfactory: 1-50 points. - Quality of output less than satisfactory: 0 Point. 	70
3	To what degree does the firm understand the task and are the scope of the project well-defined and corresponds to the TOR.	The bidder must provide written evidence of their comprehension of the TOR, and the scope of the project is well-addressed	<p>Maximum points awarded to a bidder who has addressed all scope requirements in line with the TOR.</p> <ul style="list-style-type: none"> - Quality of output excellent: 30-65 points. - Quality of output satisfactory: 1-30 points. - Quality of output less than satisfactory: 0 Point. 	65
	<p>Clear, logical, realistic presentation of the activity sequence?</p> <p>Project is sufficiently thought out to promise efficient implementation?</p>	The bidder must provide a clear, logical, and realistic implementation plan to carry out the assignment.	<p>Maximum points are awarded to a bidder who provides a realistic and efficient implementation plan.</p> <ul style="list-style-type: none"> - Quality of output excellent: 30-65 points. - Quality of output satisfactory: 1-30 points. - Quality of output less than satisfactory: 0 Point. 	65
	TOTAL			245

	C. Management Structure and Key Personnel	Required Supporting documents	Evaluation Criteria	Max. Points Obtainable
1	<p><u>Proposed Key staff:</u></p> <p>A. Lead Consultant & Environmental Economist:</p> <ul style="list-style-type: none"> ✓ Advanced Degree (master's or Ph.D.) in finance, economics, business management, or a closely related field or equivalent relevant work experience, preferably with a climate change adaptation and natural resource focus (25 points). ✓ At least 5 years of progressively responsible experience in environmental finance, accounting, economics, management, or a related field (25 points). ✓ Demonstrated experience with CPPP/PPP arrangements, concessionaire recruitment, and negotiations (15 points). ✓ Experience in financial modeling particularly for ANR enterprises (10 points) 	Bidder to provide CVs and academic certificates of Lead Consultant and Environmental Economics.	<ul style="list-style-type: none"> - Maximum points are given to the bidder where all qualifications experience have been met=50-75 points - Partially meeting qualifications and/or experience requirements: 1-50 points - Not meeting all qualifications and experience requirements: 0 points 	75
2	<p>B. Ecotourism Business Development Expert</p> <ul style="list-style-type: none"> ✓ Master's or BSc in Tourism and Hospitality Management, Business Management, or related fields preferably with a climate change adaptation and natural resource focus (15 points). ✓ At least 5 years of progressively responsible experience in ecotourism enterprise advisory 	Bidders are to provide a CV, and academic certificate of Ecotourism Business Development Expert	<ul style="list-style-type: none"> - Maximum points are given to the bidder where all qualifications and experience have been met: 50-70 points - Partially meeting qualifications and/or experience requirements: 1-50 Points - Not meeting all qualifications and experience requirements: 0 Points 	70

	support and product development (20 points). ✓ Proven experience in the provision of capacity-building programs for ecotourism lodges in Africa would be an advantage (15 points). ✓ Experience with Ecotourism CPPP arrangement and management (15 points)			
3	Knowledge of the region	Bidder must provide written evidence of experience working in the West Africa Region/The Gambia	- Work experience in the Gambia: 30 points - Work experience in other West African Countries: 10 points - No work experience in West Africa and Gambia: 0 Points	30
	Total			175

II. Phase 2 – Commercial Evaluation

A. Mandatory Commercial Evaluation Criteria (Pass/Fail)

Financial proposals of all technically compliant proposals that passed through Phase 1, will be screened as per below mandatory criteria in Table 3. Bidders are required to specify and elaborate in their financial proposals if there is any reservation to comply to any of the mandatory criteria.

A proposal that scores “Fail” in any of the mandatory criteria may be rejected as commercially non-compliant and may not be considered further.

Table 3: Mandatory Commercial Evaluation Criteria

No.	Criteria	Required from Bidders	Type of Evaluation
2	Confirmation of acceptance of EbA General Conditions of Contract or if not accepted, specify reservations in respect of the EbAGCC.	Bidder to provide written confirmation	Pass / Fail
3	Confirmation that the proposal will remain valid for 120 days as required by the RFP.	Bidder to provide written confirmation	Pass / Fail
4	Acceptance of the Model Contract or if not accepted, specify any reservations in respect to any of the Model Contract provisions.	Bidder to provide written confirmation	Pass / Fail
5	Signed and stamped financial proposal, with the name and title of the signing authority	Bidder to provide a Signed and Stamped financial proposal, with the name and title of the signing authority.	Pass / Fail
6	Acceptance of the EbA Project Payment Terms	Bidder to provide written confirmation	Pass/Fail

7	In order to be considered for the award, a Vendor must be accepted at least as a UNGM Level 1 Vendor. (Provide UNGM Number) or GPPA Registration	Bidder to provide UNGM number and a written confirmation that it will upgrade registration at the required level if selected for an award.	Pass/Fail
8	Confirmation that the prices and fees will remain firm and fixed for the entire duration of the Contract and any extensions thereof.	Bidder to provide written confirmation	Pass/Fail

B. Scoring of Financial Proposals

Each financial proposal will be scored out of a maximum of 30 points. The maximum points will be awarded to the lowest-priced financial proposal. The remaining proposals will be scored using the following formula:

$$P = Y * U / Z$$

P = Points for the financial offer being evaluated (=score);

Y = Maximum obtainable score;

U = Proposed price of the lowest financial proposal;

Z = Price of the proposal being evaluated.

Cumulative/Weighted Scoring (Technical + Commercial)

- a) Weight on the technical score (Phase 1): 70%
- b) Weight on the commercial score (Phase 2): 30%

Total score obtained by each proposal = weighted technical score (a) + weighted commercial score (b)

Basis of Award

The contract may be awarded to the bidder that offered a Qualified, Most Responsive Proposal based on the combined assessment of price and non-price factors with due consideration given to, among others, to the interest of the EbA Project.

VI. Contact Details of Project

For further information about the assignment, please contact the Large-scale Ecosystem-based Adaptation (EbA) Project Manager, **Dr. Malanding S. Jaiteh**, at Project Management Unit Complex, Sky Blue Plaza, 2nd Floor, Bijilo Annex Layout, Bijilo, West Coast Region; Tel. +220 726 8905; 7726019; Email: info@ebagambia.com; atouray@ebagambia.com

Annex IV – Evaluation Criteria

The technical component, which has a total possible value of 700 points, will be evaluated using the following criteria.

A – Summary

SUMMARY OF SECTIONS		WEIGHT	POINTS OBTAINABLE	FIRM				
				A	B	C	D	E
A	Bidder's qualification, capacity, and experience / Expertise of the Firm	40%	280					
B	Proposed Methodology, Approach, and Implementation Plan	35%	245					
C	Management Structure and Key Personnel	25%	175					
Total		100%	700					

Please refer to Section V of the TOR above for details on the selection criteria



Annex V – PROPOSAL SUBMISSION FORM

[Please insert company letter-head]

[INSERT DATE]

Dear Sir / Madam,

Having examined your Request for Proposal dated dd/mm/yyyy, we, the undersigned, offer to provide services to EBA PROJECT office in <country> according to the TOR provided by EBA PROJECT for the sum as quoted in the financial 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 hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

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

The undersigned represents to the EbA Project as follows (check as appropriate)¹

- ☐ Proposer accepts the Terms and Conditions in Annex (i) and agrees to do all acts required in Annex (i).
- ☐ Proposer also acknowledges that Proposals may be partially awarded between different proposers.
- ☐ Proposer shall submit a performance bond if required in the RFP
- ☐ Proposer acknowledges that, if awarded a contract, it may be liable for liquidated damages if provided for in this RFP or the contract.
- ☐ Proposer is aware that the EbA Project is not committed to award a contract, or to reimburse any costs incurred by the proposer in connection with the RFP process, as stated in Annex (i)
- ☐ Proposer is aware that neither the RFP, nor any of its annexes, including this document, constitutes any agreement or contractual relationship between the EbA Project, or any of its entities, and the proposer. Proposer acknowledges that the sole purpose of the RFP and its annexes is to enable vendors to submit a proposal; proposer will not regard or seek to rely upon the RFP or any of its annexes as an offer on the part of the EbA Project capable of acceptance by the proposer
- ☐ Proposer acknowledges that Proposals are evaluated according to the UN Financial Regulations and Rules and the evaluation criteria specified in this RFP
- ☐ Proposer is familiar with and accepts the payment terms in Annex (i).
- ☐ In the event the proposer is a U.S. entity, proposer will indicate in its Proposal whether or not the prices specified therein are currently subject to GSA Federal Supply pricing and state the GSA Contract Number and Expiration Date

¹ Terms used in this declaration shall have the meanings ascribed to them in the Terms and Conditions in Annex (i)

- ☐ Proposer's Proposal will be valid for the period of 120 days
- ☐ Proposer is familiar with and accepts the UN's conditions for the withdrawal and modification of Proposals and the UN's rules governing errors in Proposals and public opening of Proposals
- ☐ Proposer accepts the Confidentiality terms stated in Annex (i); and is aware that in the event the EbA Project requires proposers to execute a non-disclosure agreement, as stated in Annex (i), and proposer refuses to sign, proposer will not be invited to participate further in the RFP
- ☐ Proposer accepts the Collusive Bidding and other Anti-competitive Conduct terms stated in Annex (i) and represents that the Proposal has been compiled without the improper assistance of employees or former employees of the EbA Project, in accordance with Annex (i)
- ☐ Proposer has not, and is not, engaged in any corrupt practices
- ☐ Proposer is not aware of any existing or potential conflict of interest as specified in Annex (i). If during the procurement process a conflict of interest arises, or appears likely to arise, proposer will notify the EbA Project immediately in accordance with Annex (i)
- ☐ Proposer acknowledges that any costs it may incur in connection with the submission of a Proposal to the UN are at the sole expense of the proposer
- ☐ Proposer shall promptly inform the EbA Project in writing of any proposal submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the proposer in response to this RFP of which it is aware, or ought reasonably to be aware
- ☐ Proposer shall submit a bid bond if required in the RFP

REGISTERED OFFICE ADDRESS OF PROPOSER:	POSTAL ADDRESS:
TELEPHONE NUMBER(S):	FACSIMILE NUMBER(S):

Signature of authorized official of proposer or person otherwise authorized to sign the proposal on behalf of the proposer.

SIGNATURE:	DATE:
NAME (BLOCK LETTERS):	POSITION HELD:



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Joint Venture Partner Information Form

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

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

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above. <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

Annex VI – Acknowledgement Letter

Date:

Dear Sir/Madam,

Subject: Request for a Proposal of Services for [INSERT]

We the undersigned, acknowledge receipt of your Request for a Proposal dated dd/mm/yyyy reference [INSERT] and hereby confirm that we:

☐ intend ☐ do not intend

to submit a proposal to the United Nations Environment Programme by the deadline of [INSERT DATE AND HOURS] and that we:

☐ intend ☐ do not intend

to send one (1) authorized representative to observe the public opening procedure.

We acknowledge that this RFP is confidential and proprietary to the EbA Project, and contains privileged information. Upon request, we will return this RFP or any part thereof, and all copies thereof, to the United Nations.

Name of Authorized Representative

Title of Authorized Representative

Signature

Company Name

Address Line 1

Address Line 2

Telephone Nr.

Fax Nr.

IMPORTANT: In order for your company to remain as a registered vendor, you must return this acknowledgement letter even if you do not intend to submit a proposal at this time.

If you do not intend to submit a proposal please indicate the reason:

- We do not have the capacity to submit a proposal at this time ☐
- We cannot meet the technical requirement of this RFP ☐
- We do not think we can make a competitive offer at this time ☐
- Other: (please specify) ☐

Kindly return this acknowledgement by fax at: [INSERT] or e-mail at [INSERT]

NOTE: Due to the current security arrangements, your authorized representative must present a completed copy of this letter, together with the appropriate personal identification, in order to observe the public opening procedure.

Annex VII: General Conditions of Contract

Draft Form for Contracts

The following is the draft of the form of contract under which the services would be performed, including the "General Conditions for EBA PROJECT Contracts for Services".

Date _____

Dear Sir/Madam,

Ref.:

The Large-scale Ecosystem-based Adaptation Project (hereinafter referred to as "EBA PROJECT"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[name of the country]** (hereinafter referred to as the "Contractor") in order to conduct a Enter heading for scope of works in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the EBA PROJECT General Conditions for Services attached hereto as Part A. The provisions of Part A shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and EBA PROJECT also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Statement of Work [ref.dated.....], attached hereto as Part B;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting² [dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and EBA PROJECT, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

NAME: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

² If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to EBA PROJECT. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Statement of Work, as appropriate.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Part B with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of Service
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2.3 Any changes in the above key personnel shall require prior written approval of XXXX, EBA PROJECT.

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

2.5 The Contractor shall submit to EBA PROJECT and to (the executing agency) the deliverables specified hereunder according to the following schedule:

Deliverable

◆ XXXX

◆ XXXX

2.6 All reports shall be written in the English language (or specify other).

2.7 The Contractor represents and warrants the accuracy of any information or data provided to EBA PROJECT for the Purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

Fixed Price

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, EBA PROJECT shall pay the Contractor a fixed contract price of US\$XXXX.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 EBA PROJECT shall effect payment for the services upon acceptance of invoices as follows:

a) 80% of the all-inclusive fixed price upon submission of XXXX.

b) The remaining 20% upon submission of XXXX.

3.4 Payments effected by EBA PROJECT to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by EBA PROJECT of the Contractor's performance of the Services.

4. Submission of invoices

4.1 An original invoice shall be submitted by the Contractor for each payment under the Contract to the address specified in 8.1.

4.2 Invoices submitted by fax shall not be accepted by EBA PROJECT.

5. Time and manner of payment

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

5.2 All payments shall be made by EBA PROJECT to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

6. Entry into force. Time limits.

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

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

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and XXXX.

8. Notifications

8.1 For the purpose of notifications under the Contract, the fax numbers of EBA PROJECT and the Contractor are as follows:

For EBA PROJECT:

XXXXX

For the Contractor:

_____ [INSERT NAME]

_____ [INSERT ADDRESS]

Fax: _____

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

Yours sincerely,

XXXXXX

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

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES - REV.: SEP. 2011

1. LEGAL STATUS OF THE PARTIES: The EbA Project and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the EbA Project Document/Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* the EbA Project, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to the EbA Project in connection with the performance of its obligations under the Contract. Should any authority external to the EbA Project seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify the EbA Project and provide all reasonable assistance required by the EbA Project. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the EbA Project, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the EbA Project.

3. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to the EbA Project by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the EbA Project, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of the EbA Project:

3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by the EbA Project prior to such personnel’s performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the EbA Project prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, the EbA Project has reviewed the qualifications of such Contractor’s personnel, the EbA Project may reasonably refuse to accept any such personnel 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.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 The EbA Project may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the EbA Project, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by the EbA Project for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the EbA Project shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with EbA Project officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of the EbA Project with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the EbA Project shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by the EbA Project, including but not limited to, a review of any criminal history;

3.6.2 when within EbA Project premises or on EbA Project property, display such identification as may be approved and furnished by the EbA Project security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the EbA Project for cancellation.

3.7 Within one working day after learning that any of Contractor's personnel who have access to any EbA Project premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the EbA Project about the particulars of the charges then known and shall continue to inform the EbA Project concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within EbA Project premises or on EbA Project property shall be confined to areas authorized or approved by the EbA Project. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within EbA Project premises or on EbA Project property without appropriate authorization from the EbA Project.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the EbA Project. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the EbA Project.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

4.2.3 the Contractor promptly notifies the EbA Project about such assignment or transfer at the earliest opportunity; *and*,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the EbA Project following the assignment or transfer.

5. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the EbA Project . The EbA Project shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the EbA Project reasonably considers is not qualified to perform obligations under the Contract. The EbA Project shall have the right to require any subcontractor's removal from EbA Project premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT: The Contractor warrants that its has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of the EbA Project . The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. INDEMNIFICATION:

7.1 The Contractor shall indemnify, defend, and hold and save harmless, the EbA Project , and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the EbA Project , including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

7.1.1 allegations or claims that the possession of or use by the EbA Project of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the EbA Project under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by the EbA Project directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the EbA Project or another party acting under the direction of the EbA Project made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend the EbA Project and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 The EbA Project shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the EbA Project or any matter relating thereto, for which only the EbA Project itself is authorized to assert and maintain. The EbA Project shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by the EbA Project of any goods, property or services provided or licensed to the EbA Project by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

7.5.1 procure for the EbA Project the unrestricted right to continue using such goods or services provided to the EbA Project ;

7.5.2 replace or modify the goods or services provided to the EbA Project , or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

7.5.3 refund to the EbA Project the full price paid by the EbA Project for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:

8.1 The Contractor shall pay the EbA Project promptly for all loss, destruction, or damage to the property of the EbA Project caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance whether or not owned by the Contractor; *and*,

8.2.4 such other insurance as may be agreed upon in writing between the EbA Project and the Contractor.

8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

8.4 The Contractor acknowledges and agrees that the EbA Project accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the EbA Project , in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

8.5.1 name the EbA Project as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the EbA Project ;

8.5.3 provide that the EbA Project shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the EbA Project .

8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

8.7 Except for any self-insurance program maintained by the Contractor and approved by the EbA Project for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the EbA Project . Prior to the commencement of any obligations under the Contract, the Contractor shall provide the EbA Project with evidence, in the form of certificate of

insurance or such other form as the EbA Project may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The EbA Project reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify the EbA Project concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

9. **ENCUMBRANCES AND 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 EbA Project against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or the EbA Project .

10. **EQUIPMENT FURNISHED BY THE EbA Project TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by the EbA Project to the Contractor for the performance of any obligations under the Contract shall rest with the EbA Project , and any such equipment shall be returned to the EbA Project at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the EbA Project , shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the EbA Project for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

11.1 Except as is otherwise expressly provided in writing in the Contract, the EbA Project 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 EbA Project 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the EbA Project .

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 EbA Project does not and shall not claim any ownership interest thereto, and the Contractor grants to the EbA Project 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 EbA Project , 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 EbA Project 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 EbA Project , shall be made available for use or inspection by the EbA Project at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to EbA Project authorized officials on completion of work under the Contract.

12. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE EbA Project :** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the EbA Project , nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the EbA Project , or any abbreviation of the name of the EbA Project in connection with its business or otherwise without the written permission the EbA Project .

13. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered

proprietary by either Party or 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 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 EbA Project , a principal or subsidiary organ of the EbA Project established in accordance with the Charter of the EbA Project .

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 EbA Project , the Contractor will give the EbA Project sufficient prior notice of a request for the disclosure of Information in order to allow the EbA Project 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 EbA Project may disclose Information to the extent as required pursuant to the Charter of the EbA Project , or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

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. 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 affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the EbA Project shall have the right to suspend

or terminate the 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. In any case, the EbA Project shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which the EbA Project 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. TERMINATION:

15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day’s notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 “Settlement of Disputes,” below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract.

15.2 The EbA Project may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the EbA Project applicable to the performance of the Contract or the funding of the EbA Project applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, the EbA Project may terminate the Contract without having to provide any justification therefor.

15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by the EbA Project, the Contractor shall, except as may be directed by the EbA Project in the notice of termination or otherwise in writing:

15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the EbA Project and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

15.3.5 transfer title and deliver to the EbA Project the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the EbA Project thereunder;

15.3.7 complete performance of the work not terminated; *and*,

15.3.8 take any other action that may be necessary, or that the EbA Project may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the EbA Project has or may be reasonably expected to acquire an interest.

15.4 In the event of any termination of the Contract, the EbA Project shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the EbA Project shall not be liable to pay the Contractor except for those goods delivered and services provided to the EbA Project in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor’s receipt of notice of termination from the EbA Project or prior to the Contractor’s tendering of notice of termination to the EbA Project.

15.5 The EbA Project may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

15.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

15.5.6 the EbA Project reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6 Except as prohibited by law, the Contractor shall be bound to compensate the EbA Project for all damages and costs, including, but not limited to, all costs incurred by the EbA Project in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the EbA Project of the occurrence of any of the events specified in Article 15.5, above, and shall provide the EbA Project with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of the EbA Project under the Contract or otherwise.

16. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

17. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, the EbA Project shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the EbA Project shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

18. SETTLEMENT OF DISPUTES:

18.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the EbA Project Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

18.2 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 18.1, 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. 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") and Article 34 ("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.

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the EbA Project , including its subsidiary organs.

20. TAX EXEMPTION:

20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the EbA Project provides, *inter alia*, that the EbA Project , including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, 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 exemptions of the EbA Project from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the EbA Project to determine a mutually acceptable procedure.

20.2 The Contractor authorizes the EbA Project to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the EbA Project before the payment thereof and the EbA Project has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the EbA Project with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the EbA Project shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the EbA Project and paid by the Contractor under written protest.

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 Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the EbA Project , as such obligations are set forth in the EbA Project vendor registration procedures.

22. MODIFICATIONS:

22.1 Pursuant to the Financial Regulations and Rules of the EbA Project , only the Chief of the EbA Project Procurement Division, or such other Contracting authority as the EbA Project has made known to the Contractor in writing, possesses the authority to agree on behalf of the EbA Project to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against the EbA Project unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the EbA Project Procurement Division or such other contracting authority.

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the EbA Project nor in any way shall constitute an agreement by the EbA Project thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

23. AUDITS AND INVESTIGATIONS:

23.1 Each invoice paid by the EbA Project shall be subject to a post-payment audit by auditors, whether internal or external, of the EbA Project or by other authorized and qualified agents of the EbA Project at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The EbA Project shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the EbA Project other than in accordance with the terms and conditions of the Contract.

23.2 The Contractor acknowledges and agrees that, from time to time, the EbA Project may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the EbA Project 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the EbA Project access to the Contractor's premises at reasonable times and on

reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. 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 the EbA Project hereunder.

24. LIMITATION ON ACTIONS:

24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

24.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

25. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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. 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 the EbA Project to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

26. MINES: The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. 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 the EbA Project to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. SEXUAL EXPLOITATION:

27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging 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 these provisions shall entitle the EbA Project to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27.2 The EbA Project 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.

Annex VIII: The Global Compact



INFORMATION TO UNITED NATIONS VENDORS

THE GLOBAL COMPACT

Corporate Citizenship in the World Economy

Human Rights Labour Environment Anti-Corruption

The United Nations strongly encourages all vendors to actively participate in the Global Compact. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization.

EXPRESSIONS OF SUPPORT

To participate in the Global Compact a company:

1. Sends a letter from the Chief Executive Officer (and where possible, endorsed by the board) to the Secretary-General expressing support for the Global Compact and its principles

António Guterres

Secretary-General

United Nations

New York, NY 10017

2. Sets in motion changes to business operations so that the Global Compact and its principles become part of strategy, culture and day-to-day operations;
3. Is expected to publicly advocate the Global Compact and its principles via communications vehicles such as press releases, speeches etc.; and
4. Is expected to publish in its annual report (Or similar corporate report) a description of the ways in which it is supporting the Global Compact and its ten principles. This "Communication on Progress" is an important tool to demonstrate implementation through public accountability.

The Global Compact offers engagement opportunities to all participants through the following:

- Dialogues: Action-oriented meetings that focus on specific issues related to corporate citizenship, globalization and sustainable development.

- Information Sharing and Learning Events: Local information sharing and learning events whereby participants share experiences and lessons related to Global Compact issues. Companies are also invited to develop and share examples of good corporate practices and lessons learned on the Global Compact website.
- Partnership Projects: The Global Compact encourages participants to engage in partnership projects with UN agencies and civil society organizations in support of global development goals.

The Ten Principles of the Global Compact

The Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption enjoy universal consensus and are derived from:

- The Universal Declaration of Human Rights
- The International Labour Organization's Declaration on Fundamental Principles and Rights at Work
- The Rio Declaration on Environment and Development
- The United Nations Convention Against Corruption

The Global Compact asks companies to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment, and anti-corruption:

Human Rights

Principle 1: The support and respect of the protection of international human rights;

Principle 2: The refusal to participate or condone human rights abuses.

Labor

Principle 3: The support of freedom of association and the recognition of the right to collective \ bargaining;

Principle 4: The abolition of compulsory labour;

Principle 5: The abolition of child labour;

Principle 6: The elimination of discrimination in employment and occupation.

Environment

Principle 7: The implementation of a precautionary and effective program to environmental issues;

Principle 8: Initiatives that demonstrate environmental responsibility;

Principle 9: The promotion of the diffusion of environmentally friendly technologies.

Anti-Corruption

Principle 10: The promotion and adoption of initiatives to counter all forms of corruption, including extortion and bribery.

Vendors interested in participating in the Global Compact are encouraged to visit the Global Compact website at www.unglobalcompact.org for further information.