



Request for Proposals (RFP)

ADM/255/10/UNODC/001/2011

16 May 2011

Dear Sir/Madam,

Subject: RFP to develop and undertake pre- and post-campaign surveys surrounding UNODC-run awareness raising campaigns in South African border regions.

1. You are requested to submit a proposal to **develop and undertake pre- and post-campaign surveys surrounding UNODC-run awareness raising campaigns in border regions. These surveys will cover the areas of smuggling of migrants and trafficking persons into South Africa, as per enclosed Terms of Reference (TOR).**
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Price Schedule(Annex IV)
3. Your offer comprising of a technical proposal and a financial proposal, **in separate sealed envelopes**, should reach the following address no later than **Friday 10 June 2011 at 12h00.**

United Nations Development Programme
Attention: Nokufa Matitoane
351 Schoeman street
Metro Park Building
P.O. Box 6541
Pretoria, 0001

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

Sincerely,

Paul Brewah

Deputy Resident Representative - Operations

Instructions to Offerors

A. Introduction

1. General

The purpose of RFP is to secure the services of an experienced service provider to develop and undertake surveys in order to obtain a better understanding of public attitudes, vulnerabilities and risks associated with trafficking in persons and smuggling of migrants, including a focus on the perpetrators of these crimes

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring entity in writing to procurement.za@undp.org. The procuring entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than five days prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

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

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

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

The Proposal shall comprise of the operational and technical part, including documentation to demonstrate that the Offeror meets all requirements;

8. Proposal form

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

(a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

9. Proposal prices

The Offeror shall indicate on an appropriate and detailed Price Schedule, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in South African Rand or any convertible currency.

11. Period of validity of proposals

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

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

12. Format and signing of proposals

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

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

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be addressed to –

**United Nations Development Programme
Attention: Nokufa Matitoane
351 Schoeman street
Metro Park Building
P.O. Box 6541
Pretoria, 0001**

And marked with –

“RFP: Pre- and Post-Campaign Surveys / UNODC”

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

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **Friday 10 June 2011, at 12h00.**

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

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

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without

material deviations. The Purchaser’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	50%	500					
3.	Personnel	20%	200					
Total			1000					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	70					
1.2	General Organisational Capability which is likely to affect implementation (i.e. size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	20					
1.3	Quality assurance procedures, warranty	40					
1.4	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects Experience of working in similar contexts	170					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	40					
2.2	Have the important aspects of the task been addressed in sufficient detail?	50					
2.3	Are the different components of the project adequately weighted relative to one another?	40					
2.4	Is the proposal based on previous, recent and relevant surveys of the project environment? If so, was this data input properly used in the preparation of the proposal?	60					
2.5	Is the conceptual framework adopted appropriate for the task?	40					
2.6	Is the scope of the task well defined and does it correspond to the TOR?	170					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100					
		500					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Task Manager		100					
		Sub-Score						
	General Qualification	90						
	Suitability for the Project							
	- Relevant education	20						
	- Research Experience	20						
	- Professional Experience in the area of specialisation	40						
	- Experience from similar contexts/knowledge of the region	10						
	- Language Qualifications	10						
		100						
3.2	Senior Expert		100					
		Sub-Score						
	General Qualification	90						
	Suitability for the Project							
	- Relevant education	20						
	- Research Experience	40						
	- Professional Experience in the area of specialisation	20						
	- Experience from similar contexts/knowledge of the region	10						
	- Language Qualifications	10						
		100						
	Total Part 3		200					

F. Award of Contract

22. Award criteria, award of contract

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

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

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

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

24. Signing of the contract

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

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of

acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

(i) Name UNDP as additional insured;

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

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

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

E. 9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the

Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice

required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such

dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

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

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

19 CHILD LABOUR

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

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

MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

OBSERVANCE OF THE LAW

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

AUTHORITY TO MODIFY

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

Ref: ZAFT54/5.1.1

ANNEX III

TERMS OF REFERENCE

Pre- and Post-Campaign Surveys surrounding UNODC-run awareness raising campaigns at border regions covering the smuggling of migrants and trafficking in persons in South Africa

PROJECT NUMBER AND TITLE: ZAFT54: Strengthening Law Enforcement Capacity (Border Control Operations) and Criminal Justice Response to Smuggling of Migrants and Trafficking in Persons.

Contents

1. PROBLEM STATEMENT.....	18
2. THE SCOPE OF WORK.....	18
3. EXPECTED OUTCOME OF THE WORK.....	20
4. EXPECTED OUTPUTS OF THE WORK	20
5. REQUIRED EXPERTISE OF THE SERVICE PROVIDER	21
6. SERVICE MANAGEMENT	22
7. TIMELINES AND PROGRESS REPORTS	22
8. PROPOSALS	22
9. PROPOSAL SUBMISSION	23
10. BUDGET	23
11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS	24

PROBLEM STATEMENT

Trafficking in persons is the acquisition of people by improper means such as force, fraud or deception, with the aim of exploiting them, while the smuggling of migrants involves the procurement for financial or other material benefit of illegal entry of a person into a State of which that person is not a national or resident.

In recent years, the smuggling of migrants from Africa to Europe has increased considerably. The United Nations Office on Drugs and Crime (UNODC) estimates that around 55,000 Africans illegally try to reach Europe every year at an estimated value US\$ 150 million for the smugglers. South Africa is both a destination and transit country for the smuggling of migrants originating both from the Southern African region and from the rest of the continent. In addition to African migration, Southern Africa has also become a region of transit and final destination for the smuggling of migrants from South and East Asia.

Trafficking in persons has become a major concern in many parts of the world; South Africa is, according to the UNODC report “Global Report on Trafficking in Persons” (2009) mainly a trafficking destination for victims from countries within and outside the region. Although the majority of victims of international trafficking identified in South Africa are from the African continent, South Africa is also, according to the UNODC report “Trafficking in Persons Global Patterns” (2006), cited as a country of destination for victims trafficked from other regions such as Asia, the Commonwealth of Independent States (Russian Federation), and Central and South East Europe. A recent report published by the South African National Prosecuting Authority “Tsireledzani: Understanding The Dimensions of Human Trafficking in Southern Africa” (2010) largely supports previous findings and notes that the majority of victims of intercontinental trafficking into South Africa are predominantly women, trafficked for purposes of sexual exploitation.

UNODC has partnered with the South African Government’s Border Control Operational Coordinating Committee (BCOCC) through a mainly EU-funded project, “Strengthening Law Enforcement Capacity (Border Control Operations) and Criminal Justice Response to Smuggling of Migrants and Trafficking in Persons” in order to strengthen capacity amongst South African Port of Entry officials to effectively deal with the smuggling of migrants and trafficking in persons.

In support of strengthening capacity amongst South African Port of Entry officials, criminal investigators, prosecution and judiciary to effectively deal with smuggling of migrants and trafficking in persons, UNODC in partnership with the BCOCC seek to secure the services of an experienced service provider to develop and undertake surveys in order to obtain a better understanding of public attitudes, vulnerabilities and risks associated with trafficking in persons and smuggling of migrants, including a focus on the perpetrators of these crimes. The service provider will subsequently be required to hold one or several workshops with media, Non-governmental Organisations (NGOs) and Civil Society Organisations (CSOs), evaluating the findings of the surveys. This workshop (or workshops) will be used to design targeted awareness-raising campaigns. The service provider will at a later stage also be required to evaluate the effectiveness of such campaigns at South Africa’s ports of entry and border regions, through a second set of surveys.

THE SCOPE OF WORK

The service provider will develop and implement surveys to obtain a better understanding of public attitudes, vulnerabilities and risks associated with trafficking in persons and smuggling of migrants,

including a focus on the perpetrators of these crimes, specifically in border regions and at ports of entry. The service provider will be responsible for determining the optimal number of surveys, above the specified minimum, to be conducted in order to meet the objectives of the overall outputs. Secondly, the service provider will be responsible for evaluating the findings of these surveys through workshops, in order to enable effective awareness-raising campaigns.

The surveys and the workshops to follow will include the use of qualitative and quantitative approaches with a variety of primary and secondary data sources. The data sources can include state departments, monitoring and evaluation reports, interviews, focus groups, desk-top analyses, historical data and trends to cover all dimensions of the Project (Logical Framework Analysis will be provided). The quality of data with respect to accuracy, reliability and validity is crucial to the consultancy.

The service provider will be expected to work closely with and report to the UNODC Project Manager based in Pretoria, South Africa and will be required to, at all times, work to the standards and guidelines set out by UNODC.

Objectives:

The service provider should:

- Develop and undertake surveys in border regions and at ports of entry to obtain a better understanding of public attitudes, vulnerabilities and risks associated with trafficking in persons and smuggling of migrants, including a focus on the perpetrators of these crimes;
- Review the findings of the pre-campaign survey with members of the media and Non-governmental Organisations (NGOs) at one or several workshop(s), the results of which will advise and inform the design and implementation of a UNODC-led awareness campaign (which will therefore subsequently relate to the post-campaign survey work);
- Produce an analytical report after the first set of surveys and workshop(s) indicating key issues which should be addressed during the campaigns as well as advise on target groups and implementation of the campaigns;
- Conduct a second set of surveys in border regions and at ports of entry after the UNODC-led awareness campaigns have been conducted to gauge the effectiveness of the campaign and to provide input to possible future campaigns;
- Produce a final analytical report after the second set of surveys including findings on the effects of the surveys and indicate key issues which should be addressed in possible future campaigns as well as provide advice on target groups and on the implementation of such future campaigns;
- Develop an electronic database to store relevant data from the two sets of surveys and the workshop(s);
- Establish systems and a toolkit to conduct future surveys; and
- Design, arrange and conduct a post-activity training workshop for members of the Project Steering Committee and other stakeholders on theoretical and practical aspects of the surveys and workshop(s).

Specific activities related to the Scope of Work are to:

- Design, in consultation with the Project Manager, a comprehensive methodology (including the development of data collection techniques, formats and guidelines) in order to undertake pre- and post- campaign surveys and to review the findings with the media and NGOs. It is critical to

note that the time between the pre- and post-survey work will likely be in the region of 16 - 20 months during which time UNODC will develop and implement an awareness-raising campaign;

- Identify and include relevant findings from recent similar surveys and campaigns conducted in South Africa, including the ad-hoc work surrounding the FIFA Soccer World Cup;
- Conduct the surveys utilising the tools and methods developed;
- Compile, validate and analyse the data collected for the first set of surveys and the conclusions drawn during the workshop(s) to produce an initial pre-campaign analytical report;
- Compile, validate and analyse the data collected for the first and second set of surveys as well as the conclusions drawn and recommendations made during the workshop(s) to produce a final analytical report;
- Design and develop an electronic database and appropriately store the survey data in an easily accessible industry standard format which can be used with both electronic and hard copies;
- Design, arrange and conduct a post-review workshop for members of the Project Steering Committee and other stakeholders on the aspects of the surveys; and
- Develop, in consultation with the Project Manager, systems, including toolkits and guideline manuals, on conducting future baseline and self-assessment studies into surveys for use by UNODC and the BCOCC.

EXPECTED OUTCOME OF THE WORK

The expected outcome of the assignment is to investigate levels of awareness on smuggling of migrants and trafficking in persons.

EXPECTED OUTPUTS OF THE WORK

The expected outputs are to:

- Present to the Project Manager in a first inception/methodology report; a comprehensive design and plan for the first set of surveys and the workshops to follow, outlining the execution phases with clear time-frames;
- Conduct a first set of surveys in a minimum number of eight border communities/crossings, including land, sea and air border crossing points, and including border crossing points to all neighbouring countries of South Africa. These surveys could possibly be followed by in-depth interviews with a select group of key informants and at ports of entry.
- Conduct one or several workshops, reviewing the findings of the surveys with members of the media, NGOs and CSOs.
- Produce an analytical report after the first set of surveys and workshop(s), indicating key issues which should be addressed during the campaigns as well as advice on target groups and implementation of the campaigns;
- Present a plan for the design and implementation of a second set of surveys to the Project Manager in a second methodology review report;

- Conduct a second set of surveys in border regions and at ports of entry, possibly followed by in-depth interviews with a select group of key informants;
- Produce a comprehensive final analytical report after the second set of surveys, including findings on the effect of the campaign, which should be preceded by a draft report and include:
 - The objectives of the surveys;
 - A data collection plan and the methods utilised during the surveys and campaigns, including risks and limitations;
 - Reflections on the methods utilised during the design and execution phases;
 - An analysis of the collected data in relation to the project implementation plan;
 - Findings on the effectiveness of the awareness campaign; and
 - Information on key issues, recommendations on target groups, and recommendations on the implementation for possible future campaigns.
- Develop an electronic database to store relevant data from the two sets of surveys and the workshop(s);
- Establish systems and a toolkit to conduct future surveys; and
- Design, arrange and conduct a post-activity training workshop for members of the Project Steering Committee and other stakeholders on theoretical and practical aspects of the surveys and workshop(s).

REQUIRED EXPERTISE OF THE SERVICE PROVIDER

General requirements:

The task manager and lead expert(s) of the consortium, firm or agency contracted to conduct the assignment should meet the following requirements:

- A Masters level degree at a minimum;
- A minimum of 5 years of relevant research experience
- Relevant quantitative and qualitative research skills;
- Multidisciplinary skills and experience;
- The ability to communicate effectively;
- Sensitivity to gender and cultural balance;
- An excellent command of English;
- A high level of professionalism;
- The willingness to travel in difficult environments;
- The ability to work both independently and as part of a team, and;
- The ability and capacity to produce high-quality research reports in accordance with deadlines.

Specific requirements related to the Project include:

- Proven professional expertise in, and familiarity with, the design and execution of surveys to assess public awareness of smuggling of migrants and trafficking in persons, or similar matters;
- Proven experience in conducting similar projects (scope, size and time constraints) in countries with similar economic and political conditions;
- Demonstrated understanding of issues relating to transnational organised crime, smuggling of migrants, trafficking in persons as well as public awareness relating to these issues;
- Experience in arranging workshops involving media, NGOs and Civil Society Organisations (CSOs) **is desirable**;

SERVICE MANAGEMENT

The service provider will report directly to the UNODC Project Manager.

TIMELINES AND PROGRESS REPORTS

The exact timeframe for this assignment will be negotiated in line with the proposal submitted by the successful service provider, but should start no later than four weeks after the selection of the service provider.

UNODC and the BCOCC envisage that the entire assignment should be completed within a period of no more than 90 consulting days spread over two phases within a timeframe of approximately 16-20 months.

The selected service provider will be required to submit monthly progress reports to the Project Manager. Progress reports should be aligned to the approved implementation plan for this assignment.

PROPOSALS

Interested parties must submit the following documentation:

- A proposal including an indicative, detailed budgeted implementation plan in accordance with the scope of work, purpose and assignments provided for in these Terms of Reference. The plan presented should be VAT inclusive (if applicable) and include all service fees including design, development, print, production, travel costs dissemination and implementation costs, with separate lines for each proposed action and corresponding timeframes;
- The proposal should furthermore in detail describe the methodology that will be applied by the service provider to meet the objectives and scope specified in the Terms of Reference, including a narrative of proposed actions and strategies for reaching the expected results.

- The proposal should include a description of the service provider's profile and provide the following information:
 - A description of the service provider's expertise in and familiarity with the design and execution of surveys to assess public awareness of smuggling of migrants and trafficking in persons;
 - A description of the service provider's experience conducting similar projects (scope, size and time constraints) in countries with similar economic and political conditions);
 - A specific listing and description of engagements, current or prior, within UN-funded activities, if any;
 - A profile indicating the management structure, number of staff, core areas of expertise and experience in issues relating to smuggling of migrants, trafficking in persons as well as public awareness relating to these issues including also number of years in these fields of expertise;
 - Curriculum vitae(s) of the task manager and lead expert(s) who are going to conduct the proposed actions and/or manage the project, with the proposed role of each person specified;
 - Past successful experiences (names of project, brief description, contact persons, agency/organisation) in conducting the above proposed activities;
 - At least three references from the agencies/organization for which the service provider has implemented past similar projects; and
 - A brief description of the service provider's current business standards and practices, promotion policies and continuing professional education / training policy.
- The proposal should demonstrate the service provider's responsiveness to the specifications mentioned in the terms of reference by identifying the specific components proposed, addressing the requirements as specified and demonstrating how the proposed methodology meets or exceeds the specifications.

PROPOSAL SUBMISSION

LATE SUBMISSIONS WILL BE DISQUALIFIED.

BUDGET

The service provider will submit a proposal including a detailed budgeted implementation plan in accordance with the Terms of Reference. The plan presented should be VAT inclusive (if applicable) and include all service and consultancy fees including design, development, print, production, travel and accommodation subsistence, venue costs if workshops are considered, dissemination and implementation costs.

Payment schedule

In full consideration of the satisfactory completion of services, as provided for in these terms of reference, and subject to the receipt of monthly progress reports as provided for herein, UNODC shall pay the consultant;

- Upon signing service contract – 15 % of budget
- Upon delivery and approval of the first inception/methodology report – 5 % of budget
- Upon delivery and approval of the first analytical report – 10 % of budget
- Upon delivery and approval of the second methodology report – 10 % of budget
- Upon delivery and approval of the draft final analytical report – 10 % of budget
- Upon delivery and approval of final report, electronic database, toolkit and post action training workshop – 50% of budget

Original signed invoices must be submitted according to the payment schedule with the necessary outputs as per agreed and signed contract scope of work, purpose and assignments provided for herein.

COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNODC shall be entitled to all copyrights, patents and other proprietary rights and trademarks with regard to the products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequences of or in the course of the execution of the contract.

All plans, reports, recommendations, estimates, documents and data compiled by the service providers under the contract shall be the property of UNODC and shall be treated as confidential. All confidential documents should be delivered to the relevant people within UNODC during the project duration and upon completion.

END

PRICE SCHEDULE

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

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

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

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

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