



**Contract for Professional Services  
Between  
UNDP and EDETA, Lda.**

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Date 09 November 2012

Dear Sir/Madam,

**Contract Nr.06/GEF/AGO/2012**  
**Ref. UNDP/GEF/TECH SUPPORT/AGO/01/2012**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **company** duly incorporated under the Laws of the Republic of Angola (hereinafter referred to as the "Contractor") in order to perform services in respect of **elaboration of Project Document (PRODOC) for expansion and strengthening of Angola's protected areas system** as per the Terms of reference (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex 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 other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP 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 Terms of Reference [UNDP/GEF/TECH SUPPORT/AGO/01/2012 dated 20 August 2012, attached hereto as Annex II;
  - c) the Contractor's technical proposal [ref Nr.RFP for Provision of technical support services on expansion and strengthening of Angola's protected area system, dated 14 September and amplified by its later submission dated 19/10/2012], both documents attached hereto and known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>
Carla Serrão	ref. CV	Angolan
Brian Huntley		

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Singa Kuemfilamo Mateus  
José Mendes  
Fonzi Augusto

Angolan  
Angolan  
Angolan

- 2.3 Any changes in the above key personnel shall require prior written approval of **Mr. Samuel Harbor, UNDP Country Director**.
- 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.

#### OPTION 1 (FIXED PRICE)

### 3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of **79,920 (seventy nine thousand nine hundred and twenty)**.
- 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 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon delivery of corresponding services and for the following milestone amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>
20% upon signature of the contract and commencement of activities	US\$15.944.00
10% upon revision of work plan	USD 7.972,00
20% upon mapping of the 3 sites and expansion of new PAs, complete report on the state of biodiversity from the 3 parks, establishing threats and opportunities, and description of approach for management and conservation of PAs	US\$ 15.944.00
30% upon submission of complete report containing the stakeholders' involvement process, including METT for each park, GEF scorecards for each park, stakeholder matrix, plan for capacity building and engagement of stakeholders	US\$ 23.916.00
20% upon complete report of the elaboration and analysis of the baseline project investments with particular focus on Finance for protected areas expansion and improved PA Management throughout the country and review of PRODOC by International Consultant.	US\$ 19.944.00

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4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

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

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

4.1.3 Audits and Investigations

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

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

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via

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established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

**UNDP Country Office Angola, Rua Major Kanhangulo 197, Luanda  
PO BOX: 910  
Attention of : Deputy Country Director/Operations**

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

**NAME OF THE BANK:** Banco Espirito Santo  
**ACCOUNT NUMBER:** 8951646  
**IBAN:** 004500740000895164688  
**ADDRESS OF THE BANK:** Luanda-Angola

7. Entry into force. Time limits.

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

7.2 The Contractor shall commence the performance of the Services not later than **13 November 2012** and shall complete the Services within **5 months (i.e. by 3 March 2013)** of such commencement.

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

8. Modifications

8.1.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and **Mr. Samuel Harbor, UNDP Country Director.**

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:** Ms. Betty Wabunoha, UNDP Deputy Country Director/Operations  
Rua Major Kanhangulo Nr. 197, Luanda-Angola  
Contract Nr.06/GEF/AGO/2012  
Ref. UNDP/GEF/TECH SUPPORT/AGO/01/2012

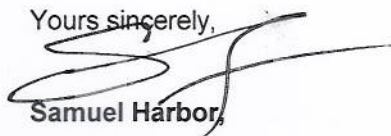
Telephone: +244 226430880	Fax: +244 222 335609	Cable:
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**For the Contractor:**

Name: Carla Isabel Serrão
Address:
Telex: 937182862

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,

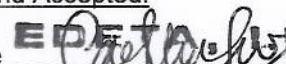


Samuel Harbor,

Country Director, UNDP Angola

For EDETA, Lda

Agreed and Accepted:

Signature   
Name: Carla Isabel Serra 95-1.º D  
Title: General Director  
Date: MACULUSSO  
LUANDA

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