



# **REQUEST FOR PROPOSALS**

**Enhancing access of people who inject drugs (PWID) to qualitative  
HIV harm reduction and prevention services in Khatlon (Kurgan-tube and  
Kulob) and GBAO of the Republic of Tajikistan**

**(Ref: 7-2017-RFP-UNDP-GF-HIV/AIDS)**

**extension**

Tajikistan



**United Nations Development Programme**

January, 2017

## Section 1. Letter of invitation

Dushanbe, Tajikistan  
January 26, 2017

**Enhancing access of people who inject drugs (PWID) to qualitative HIV harm reduction and prevention services in Khatlon (Kurgan-tube and Kulob) and GBAO of the Republic of Tajikistan**  
Ref: 7-2017-RFP-UNDP-GF-HIV/AIDS

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form (Annex 5)
- Section 7 – Financial Proposal Form (Annex 6)
- Section 8 – General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme [procurement.tj@undp.org](mailto:procurement.tj@undp.org)  
Attention: Mr. Jan Harfst, Country Director.

The letter should be received by UNDP no later than 16 February 2017, 12:00, local time. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Jan Harfst  
Country Director UNDP Tajikistan

## Section 2: Instruction to Proposers.

### Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP. m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

### A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the

instructions in this RFP.

3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP. In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.
6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.
7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);

9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);

9.6 Any attachments and/or appendices to the Proposal.

## **10. Clarification of Proposal**

- 10.1. Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2. UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## **11. Amendment of Proposals**

- 11.1. At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2. In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

# **C. PREPARATION OF PROPOSALS**

## **12. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

## **13. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

## **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

## **15. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1. Expertise of Firm/Organization – this section should provide details regarding management structure of the

organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2. Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licenses are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3. Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4. Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP’s variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the

prices of other activities or items, as well as in the final total price.

## **17. Currencies**

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role

of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

# **D. SUBMISSION AND OPENING OF PROPOSALS**

## **23. Submission**

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.



23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of

folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### **29. Evaluation of Proposals**

- 29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.
- 29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)  
+ (FP Rating) x (Weight of FP, e.g., 30%)

**Total Combined and Final Rating of the Proposal**

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for details)

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/procurement/protest.shtml>.

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. <sup>1</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP Global Fund HIV Control Project
2		Title of Services/Work:	Enhancing access of people who inject drugs (PWID) to qualitative HIV harm reduction and prevention services in Khatlon (Kurgan-tube and Kulob) and GBAO of the Republic of Tajikistan
3		Country / Region of Work Location:	<b>Lot #1 Khatlon, Kurgan-tube zone</b> (Yovon, A. Jomi, Bokhtar, Sarband and/or other rayons based on estimated number of PWID); <b>Lot # 2 Khatlon, Kulob zone</b> (Kulob, Farkhor, Vose, Shurobod, Bokhtar, and/or other rayons based on estimated number of PWID); <b>Lot # 3 GBAO</b> (Khorog, Shughnon, Murghob, Rushon, and/or other rayons based on estimated number of PWID)
4	C.13	Language of the Proposal:	✓ Russian or English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	✓ Allowed by Lots
6	C.20	Conditions for Submitting Alternative Proposals	✓ Shall not be considered
7	C.22	A pre-proposal conference will be held on:	✓ N/A
8	C.21	Period of Proposal Validity	✓ 90 days

<sup>1</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.

		commencing on the submission date	
9	B.9.5 C.15.4 b)	Proposal Security	✓ Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>2</sup>	✓ N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	✓ N/A
12		Advanced Payment upon signing of contract	✓ Allowed ✓ The advance payment to civil society organizations of up to three months of program expenditures.
13		Liquidated Damages	✓ Will be imposed under the following conditions: Percentage of contract price per day of delay : 0.2% Max. no. of days of delay : 50 ✓ After which UNDP may terminate the contract.
14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	✓ United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	✓ 3 days before the submission date
17	B.10.1	Contact Details for submitting clarifications/questions <sup>3</sup>	✓ All requests for clarifications/questions should be sent to: Attention of Procurement Unit E-mail: procurement.tj@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	✓ Direct communication to prospective Proposers by email, and Posting on the website: www.undp.org link Procurement (under referenced procurement notice)
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Copies of the Proposals: (a) The Proposer shall prepare the Proposal in two parts: the Technical Proposal and the Financial Proposal.

<sup>2</sup> Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

<sup>3</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p>Below are number of copies to be submitted:</p> <p>(i) One hard copy marked “Original Technical Proposal”</p> <p>(ii) One copy of a CD read-only media of the “Technical Proposal” to be placed in inner envelope of “Original Technical Proposal”</p> <p>(iii) One hard copy marked “Original Financial Proposal”</p> <p>(iv) One copy of a CD read-only media of the “Financial Proposal” to be placed in inner envelope of “Original Financial Proposal”</p> <p>(b) In the event of any discrepancy between these copies, the hard copy marked “Original” shall govern.</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>✓ Proposals should be submitted in the sealed envelope and deposited at the designated box at the entrance of the UNDP Office in Tajikistan at the following address: 39, Aini Street, Dushanbe, Tajikistan</p>
21	C.21 D.24	Deadline of Submission	<p>✓ Date and Time: <b>extended till February 24, 2017 12:00 PM local time (+5 GMT)</b></p>
22	D.23.2	Allowable Manner of Submitting Proposals	<p>✓ Courier/Hand Delivery</p> <p>✓ Electronic submission of Bid*.</p> <p>* Full set of PDF documents should be sent by email, see instructions below. However the original Proposal security issued by reputable bank should be sent by post (e.g. DHL, UPS, Fedex etc.)</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for e-submission: <b><u>elbids.tj@undp.org</u></b> Free from virus and corrupted files Format : <b>PDF files only</b> Password must not be provided to UNDP Max. File Size per transmission: <b>5 MB</b> No. of copies to be transmitted : <b>1</b> Mandatory subject of email : <b>see below instruction for details</b> Virus Scanning Software to be Used prior to transmission: <b>YES</b> Time Zone to be Recognized: +5 GMT Other conditions: <b>See below the instructions for electronic submissions</b> <b>INSTRUCTION FOR ELECTRONIC SUBMISSION</b> The Proposer may choose to submit their proposals by e-mail to <u>elbids.tj@undp.org</u>. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the</p>



			<p>message(s). Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6 the entire Technical Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state: “<i>Technical proposal for the 7-2017-RFP-UNDP-GF-HIV/AIDS – Enhancing access of people who inject drugs (PWID) to qualitative HIV harm reduction and prevention services in Khatlon (Kurgan-tube and Kulob) and GBAO of the Republic of Tajikistan - DO NOT OPEN</i>”; and separate email “<i>Financial proposal for the 7-2017-RFP-UNDP-GF-HIV/AIDS – Enhancing access of people who inject drugs (PWID) to qualitative HIV harm reduction and prevention services in Khatlon (Kurgan-tube and Kulob) and GBAO of the Republic of Tajikistan- DO NOT OPEN</i>” and the LOT number.</p> <p>To secure your financial offer please <b><u>SET-UP A PASSWORD</u></b> for the Financial Proposal which will be requested as follows:  The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p> <p><b>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</b></p> <p><b>PLEASE NOTE. The passwords should be provided within two business days from the requested date. Failure to provide the password within specified period will serve as a ground for disqualification of the proposal.</b></p> <p>Proposers may send as many e-mails as needed, however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline.</p> <p>Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission. When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and</p>
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			malware. Failure to provide readable files will result in the proposal being rejected.  <b>PLEASE NOTE: Any proposal sent to the private email addresses of any procurement staff will not be accepted.</b>
24	D.23.1	Date, time and venue for opening of Proposals	✓ Not applicable for public bid opening.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	✓ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively ✓ 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
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	✓ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ✓ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. ✓ Certificates or resume of key personnel to be engaged and reflected in proposal (such as trainers, accountant, etc.) The organization must have a staff which allows implementing the project efficiently and in full: <ul style="list-style-type: none"> <li>○ Availability of staff with experience of working with PLHIV and key population on treatment adherence for at least 2 years</li> <li>○ Availability of qualified personnel for project management (Manager / Director / Coordinator, Chief Accountant)</li> <li>○ Coordinator: Experience in this or a similar position at least one year; Experience with MS Word computer program. MS Excel;</li> <li>○ Accountant: Secondary special or university degree in accounting or related disciplines; Experience in the profession for at least 2 years; Ability to work with the program 1C; Experience with MS Word computer software, MS Excel.</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	✓ Any other documents deemed necessary to be presented to UNDP in support of their proposal.

28	C.15	Structure of the Technical Proposal	✓ N/A
29	C.15.2	Latest Expected date for commencement of Contract	✓ March, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	✓ 10 months
31		UNDP will award the contract to:	✓ <b>One or more Proposers, depending on the following factors:</b> <ul style="list-style-type: none"> <li>○ as indicated above (Location of work) the proposals submitted should fully cover all activities specified in one of the lots;</li> <li>○ separate proposals should be received for each lot;</li> <li>○ highest obtainable points per lot.</li> </ul>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Bidders should refer to the Summary of Technical Proposal Evaluation Form as well as the Detailed Technical Evaluation Forms (three forms) in the next page which details the scoring criteria.</p> <p>Technical criteria:</p> <ul style="list-style-type: none"> <li>✓ At least 3 years of experience in implementation of activities to provide services on improving access to treatment for people living with HIV including the provision of psychosocial support services, legal support, referral services. Knowledge of the current situation on HIV and AIDS in the country;</li> <li>✓ Experience in the analysis and development of HIV prevention programs within last two years.</li> <li>✓ Experience of cooperation with relevant government agencies (eg, local Hukumat, Oblast and rayon health departments, AIDS centers, Centre for Healthy Lifestyles, Jamoat, Mahalla committees);</li> <li>✓ Experience in working with international organizations and donors, local non-governmental organizations in the field of HIV and AIDS prevention and the provision of services for PLHIV and key population, as well as experience working with non-governmental sector in the past two years;</li> <li>✓ The organization should operate in accordance with national and international financial management standards</li> </ul>

33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> <li>✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>✓ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>✓ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li>✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>✓ Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
34		Conditions for Determining Contract Effectivity	✓ N/A
35		Other Information Related to the RFP <sup>4</sup>	<ul style="list-style-type: none"> <li>✓ <a href="http://www.tj.undp.org">www.tj.undp.org</a></li> <li>✓ <a href="http://www.undp.org">www.undp.org</a> link Procurement (procurement notices)</li> <li>✓ <a href="http://www.ungm.org">www.ungm.org</a></li> </ul>

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<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	35%	350
2.	Proposed Methodology, Approach and Implementation Plan	45%	450
3.	Management Structure and Key Personnel	20%	200
	<b>Total</b>		<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	70
1.2	General Organizational Capability which is likely to affect implementation - Financial stability (15) - loose consortium, holding company or one firm (15) - age/size of the firm (5) - strength of project management support (15) - project financing capacity (15) - project management controls (15)	80
1.5	Relevance of: - Specialized Knowledge (60) - Experience on Similar Programme / Projects (80) - Experience on Projects in the Region (40) - Work for UNDP/ major multilateral/ or bilateral programmes (20)	200
<b>Total Part 1</b>		<b>350</b>

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the task?	50
2.2	Have the important aspects of the task been addressed in sufficient detail?	60
2.3	Are the different components of the project adequately weighted relative to one another?	40
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	20
2.5	Is the conceptual framework adopted appropriate for the task?	30
2.6	Is the scope of task well defined and does it correspond to the TOR?	150
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
<b>Total Part 2</b>		<b>450</b>

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader		70
		Sub-Score	
	General Qualification	60	
	Suitability for the Project		
	- Training Experience	10	
	- Experience in networks and communications	15	
	- Professional Experience in the area of specialization	30	
	- Knowledge of the region	5	
	- Language Qualifications	10	
		70	
3.2	Senior Project staff		70
		Sub-Score	
	General Qualification	60	
	Suitability for the Project		
	- Experience in networks and communications	15	
	- Training Experience	15	
	- Professional Experience in the area of specialization	20	
	- Knowledge of the region	10	
	- Language Qualifications	10	
		70	
3.3	Administrative/Junior Project Staff		60
		Sub-Score	
	General Qualification	50	
	Suitability for the Project		
	- Experience in networks and communications	10	
	- Training Experience	10	
	- Professional Experience in the area of specialization	20	
	- Knowledge of the region	10	
	- Language Qualifications	10	
		60	
	<b>C. Total Part 3</b>		<b>200</b>

## Section 3: Terms of Reference (TOR)

United Nations Development Programme (hereinafter UNDP) in the Republic of Tajikistan, under implementation of the New Funding Mechanism grant of the Global Fund to Fight AIDS, TB and Malaria, calls for a proposal towards providing prevention and advocacy services by public organizations, including alliances and coalitions (hereinafter Bidder) for implementation of a project aimed to provide services under “Harm Reduction” strategy, HIV prevention and treatment, as well as social support for People Who Injecting Drugs (hereinafter PWID) in the Republic of Tajikistan.

This activity will be implemented within the framework of UNDP programme “Strengthening the supportive environment and scaling up prevention, treatment and care to contain HIV epidemic in the Republic of Tajikistan”

**Name of the project:** “Enhancing of access for people who inject drugs (PWID) to qualitative HIV harm reduction and prevention services in Khatlon (Kurgan-tube and Kulob), and GBAO, of the Republic of Tajikistan”

### Background:

The New Funding Mechanism period has been awarded for the period of October 2015 - 31 December 2017 aimed at achieve universal access to HIV services; prevention, care, treatment and support that enables people with HIV to live a fulfilling life. The HIV project activities consists of 11 objectives focusing on HIV prevention and harm reduction among key populations, including prison inmates; treatment, care and support for PLWH; tuberculosis prevention; prevention of mother-to-child HIV transmission; elimination of legal barriers in HIV area; improving the system of monitoring and evaluation through enhancing healthcare information system.

The main goal of HIV project is to achieve universal access to HIV services as well as prevention, treatment, care and support that enables people to live fulfilling life. The project targets are aligned with the objectives of the National Strategy Plan for the period of 2015-2017 as well as National Health Strategy 2010-2020.

Furthermore, the project will continue contributing to national health care reform through building and improving technical and managerial capacities of health professionals, promoting participation of civil society in the response to the epidemic, and enhancing the cooperation of NGOs with the public health sector.

In 2013, the national AIDS Center estimated (spectrum) 14,000 people living with HIV in the country. According to estimations of the National AIDS Center, as of 2014, the number of people who use drugs (PWID) in the country was 23,100 people and the number of sex workers (SWs) was 14,100.

This programme envisages support to existing and new (to be established) Trust Points, managed and supervised by Public Organizations (hereinafter – PO).

**Main Objective: To reduce high-risk sexual and injecting behaviors among populations most vulnerable to HIV infection including PWID.**

**Period of project implementation** - 10 months (March– December 2017)

### Bidding Requirements

<b>Target Areas</b>	<p>Under this proposal priority will be given to coverage on Oblast (Province) level, thus bids should be placed for the following lots:</p> <p>Project bids to implement activities in four lots:</p> <ul style="list-style-type: none"><li>- <i>Lot # 1 Khatlon, Kurgan-tube zone</i> (Yovon, A. Jomi, Bokhtar, Sarband and/or other rayons based on estimated number of PWID);</li><li>- <i>Lot # 2 Khatlon, Kulob zone</i> (Kulob, Farkhor, Vose, Shurobod, and/or other rayons based on estimated number of PWID);</li></ul>
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<sup>5</sup> Republican AIDS Centre, Ministry of Health of Tajikistan, January 2015

<sup>6</sup> SS among PWID (2014)

	<p>- <i>Lot # 3 GBAO</i> (Khorog, Shughnon, Murghob, Rushon, and/or other rayons based on estimated number of PWID)</p> <p><b>Remark:</b> Bids (Proposals) reflecting partial coverage of clients on Oblast (Zone) level will not be reviewed by Tender Committee.</p>
<b>Target Group</b>	People who inject drugs
<b>Required Coverage</b> (see also: <i>The scope and content of works</i> )	<p>Required coverage of PWID by project services and activities for the period <b>March – December 2017;</b></p> <p>Lot #1, Khatlon, Kurgan-tube  March 2017 – 500 PWID;  April – June 2017 – 670 PWID;  July – December 2017 – 695 PWID.</p> <p>Lot #2, Khatlon, Kulob  March 2017 – 1,600 PWID;  April – June 2017 – 1,820 PWID;  July – December 2017 – 1,885 PWID.</p> <p>Lot #3, GBAO  March 2017 – 1,230 PWID;  April – June 2017 – 1,531 PWID;  July – December 2017 – 1,587 PWID.</p> <p>Note: regarding total number of the PWID to be covered, please carefully read the section <b><u>Requirements for Reporting</u></b> in TOR.</p>
<b>Date of the start of the Project (provisional)</b>	<u>March 15, 2017</u>
<b>Duration of Project</b>	End date of Project under this proposal – December 31, 2017 (total duration – 10 months)



<p><i>Mandatory provisions for Bidder(s):</i></p>	<ul style="list-style-type: none"> <li>• Activities should be implemented in the geographical areas, oblast and zone indicated in the Lots;</li> <li>• Bidding organization must have a mandate to provide harm reduction and health promotion services for PWID;</li> <li>• Bidding organizations should have relevant working experience among PWID, conducting IEC campaigns and activities related to HIV/AIDS, conducting training for target groups/involve professional consultants, who have experience in “Harm Reduction” programmes with further training of personnel;</li> <li>• Application should be filled in properly, with all required information provided and all essential supporting documents submitted;</li> <li>• Application must be signed by head of organization and stamped;</li> <li>• Organization has to provide letters from the local authorities indicating readiness to provide support in implementation of activities under this project;</li> <li>• Organization has to provide evidence of required capacity and resources (material, technical and human resources). CV of key project personnel should be submitted (supervisor, manager, doctor-consultant and social worker at Trust Point)</li> <li>• The organization must have a staff which allows implementing the project efficiently and in full:</li> <li>• Availability of staff with experience of working within harm reduction projects for at least 3 years</li> <li>• Availability of qualified personnel for project management (Manager / Director / Coordinator, Chief Accountant):</li> <li>• Coordinator: Experience in this or a similar position at least 2 years; Experience with MS Word computer program. MS Excel;</li> <li>• Accountant: Secondary special or university degree in accounting or related disciplines; Experience in the profession for at least 3 years; Ability to work with the program 1C; Experience with MS Word computer software, MS Excel.</li> <li>• Organization and/or participating consortium partners and branches should be located in the Oblast and rayons, where planned activities will be implemented</li> <li>• Organizations should demonstrate their financial and programmatic self-sustainability.</li> </ul>
	<p><b><i>Remark:</i></b> UNDP has a full right to conduct an assessment of Bidder’s organizational capacity to carry out final decision in regards of providing funding</p> <p>Applications, which <b>MEET</b> all <u>mandatory provisions</u> will be reviewed and evaluated by the Tender Committee on the basis of evaluation criteria.</p>
<p><i>Additional provisions:</i></p>	<ul style="list-style-type: none"> <li>• Selected organization/alliance/coalition or network of organizations, working in area of “Harm Reduction”, HIV prevention and treatment, as well as social support for PWID in the Republic of Tajikistan, will be responsible for coverage of PWID by prevention activities all over the given Oblast (province).</li> <li>• In case of joint application in the form of alliance, coalition or network of organization, it is essential to list all involved organizations with a detailed description and role of each organization. In addition to that, it is essential to indicate the name of leading organization, which will be responsible for submission of financial, project and other reports on behalf of alliance, coalition or network to UNDP.</li> <li>• Organization (alliance, coalition or network) must conduct preliminary assessment of situation in the given Oblast (Province) to avoid duplication of activities and provide coordination plan with other organizations, functioning in given Oblast (Province). During submission of proposal, organization (s) must provide assessment regional data as a baseline for further evaluation of project’s effectiveness. Project must also include M&amp;E plan, pointing out main and additional project indicators, baseline and planned results on quarterly basis.</li> <li>• The organization (alliance, coalition or network) is responsible for the proper storage of HIV prevention commodities e.g., syringes, condoms, water for injection and etc. This includes availability of storage facilities, suitable for storage of health commodities according to the standards of the Ministry of Health of the Republic of Tajikistan.</li> </ul>

<i>Selection criteria</i>	<ul style="list-style-type: none"> <li>• Application must reflect activities on Oblast/Regional level;</li> <li>• Application must reflect successful working experience in such type of projects:</li> <li>• At least 3 years of experience in implementation of activities to provide services on improving access to harm reduction services including the provision of psychosocial support services, legal support, referral services. Knowledge of the current situation on HIV and AIDS in the country;</li> <li>• Experience in the analysis and development of HIV prevention programs within last two years.</li> <li>• Experience of cooperation with relevant government agencies (eg, local Hukumat, Oblast and rayon health departments, Narcology, AIDS centers, Centre for Healthy Lifestyles, Jamoat, Mahalla committees);</li> <li>• Experience in working with international organizations and donors, local non-governmental organizations in the field of HIV and AIDS prevention and the provision of services for PLHIV and key population, as well as experience working with non-governmental sector in the past two years;</li> <li>• The organization should operate in accordance with national and international financial management standards</li> <li>• Scope and objective of project must be formulated in accordance with Bidding Requirements</li> <li>• Activities aimed to enhance access of PWID to prevention and other services, must be explained in details</li> <li>• Coverage indicators must be clearly indicated, as well as envisaged number of beneficiaries to receive services under the Project</li> <li>• Social support and social referral to be provided to PWID must be clearly reflected</li> <li>• Project staff should be suitable for the intended coverage</li> <li>• Role and responsibility of each project staff, as well as role of partners to be involved, must be reflected</li> <li>• Working plan must be concrete, detailed and realistic as of given timeframes of project implementation</li> <li>• M&amp;E system of the Project as well as reporting mechanism should be elaborated.</li> <li>• Bidder must provide detailed budget, while budget should be rational and realistic</li> <li>• Application must include clearly described and realistic plan of project's sustainability once support in means of funding is over (plan of project's sustainability)</li> </ul>
<i>Evaluation criteria</i>	<p>Proposal will be evaluated on basis of 2-step procedure, with evaluation of technical part of the Proposal and evaluation of given price of the Proposal (Budget). Tender Committee will evaluate each application on basis of compliance with evaluation criteria and using point system and written comments.</p> <p>For the purposes of comparison of financial proposals of proposers, the total quoted amounts will be divided by the number of beneficiaries to be covered under the proposal. The cost per one beneficiary will serve as a basis for evaluation (e.g. total amount of the proposal equal to 10,000 USD and proposed number of beneficiaries to be covered – 145. <math>10000/145=69</math> USD per beneficiary).</p> <p>Applications, which do not <b>MEET</b> all <u><i>selection criteria</i></u> will not be reviewed and evaluated by the Tender Committee.</p>
<i>Expenditures to be covered under this proposal (for details, see – the scope and content of work)</i>	<p>Activities exclusively aimed towards implementation of “Harm Reduction” programmes among PWID (project management, outreach work, distribution of needles, syringes and prevention commodities, transport costs related to 1) M&amp;E, 2) transportation of health goods, 3) work of outreach and social workers as well as minimum training component, peer-to-peer education/counselling and other relevant activities are reflected in section “The scope and content of work”</p>

<i>Expenditures <b>not to be</b> covered under this proposal</i>	Procurement of medicines and other medical goods, direct or non-direct payment of medical services provided to beneficiaries as well as expenditures for preparing reports (financial, technical and others), sewing shops, labour therapy, sport yards, carpenter shops, handcraft and cooking courses, regular education activities, which has no direct relation to “Harm Reduction” Programs. However, above-mentioned activities might be funded through own resources of PO and/or resources of other donors.
<i>Equipment and Materials</i>	for details, see article below: “Equipment and materials”
<i>Training and Technical Assistance</i>	If required, training/technical assistance will be provided by UNDP

### **The scope and content of work:**

#### **Goal.**

Ensure provision of high quality services and coverage by prevention programs for people who inject drugs (PWID) and their partners;

#### **Expected results by the end of the project.**

Required coverage of PWID by project services and activities for the period **March – December 2017:**

Lot #1, Khatlon, Kurgan-tube  
 March 2017 – 220 PWID;  
 April – June 2017 – 670 PWID;  
 July – December 2017 – 695 PWID.

Lot #2, Khatlon, Kulob  
 March 2017 – 420 PWID;  
 April – June 2017 – 1,820 PWID;  
 July – December 2017 – 1,885 PWID.

Lot #3, GBAO  
 March 2017 – 571 PWID;  
 April – June 2017 – 1,531 PWID;  
 July – December 2017 – 1,587 PWID.

## **ACTIVITIES**

*(Number and order of the modules and activities are specified in accordance with the NFM Project Document)*

### **MODULE 1: Prevention programs for people who inject drugs (PWID) and their partners**

#### *Intervention 1.1. Behavioral change as part of programs for PWID and their partners*

- 1.1.2. Provision of BCC materials to PWID and their partners.
- 1.1.3. Training of peer educators and social workers on harm reduction case management and social escort
- 1.1.4. Conduct educational sessions for the PWID and their partners once per quarter in each service delivery point (NSEP/TP).

#### *Intervention 1.2. Condoms as part of programs for PWID and their partners*

- 1.2.1: Provision of sufficient quantities of condoms to PWID and their partners

#### *Intervention 1.3: Diagnosis and treatment of STIs as part of programs for PWID and their partners*

The activity intends to provide awareness raising and referral services to STI treatment (screening, syndromic treatment) for PWID and their partners through 29 STI friendly cabinets.

#### *Intervention 1.4. HIV testing and counseling as part of programs for PWID and their partners*

The activity intends to provide awareness raising and referral services to PWID and their partners to HIV testing and counseling (HTC) through trust points and mobile units. 80% from covered PWID must be referred and receive HTC.

#### *Intervention 1.5. Needle and Syringe programs as part of programs for PWID and their partners*

- 1.5.1. Ensure coverage of PWID with safe injecting equipment through NSEP and outreach work;
- 1.5.2. Train CSOs outreach workers of the harm reduction on client management, referral and counseling;

#### *Intervention 1.6. OST and other drug dependence treatment (PWID and their partners)*

The activity intends to provide awareness raising and referral services to PWID to OST program.

#### *Intervention 1.7. Overdose prevention as a part of programs for PWID.*

- 1.7.1. Prevention of overdose through provision of sufficient quantity of Naloxone through NSEP.

### **MODULE 9: Removing legal barriers to access**

#### *Intervention 9.3. Legal aid services and legal literacy*

This activity intends to provide legal literacy to people living with HIV or affected by the disease on any way. Provide access to legal aid services through community workers or through legal support.

9.3.1. Support quality free legal aid services for PWID.

9.3.2 Monitor the violation of project beneficiaries' rights. The UNDP will provide required trainings along with monitoring tools and reporting forms

#### **Equipment and materials:**

- Alliance, collation or network of organization must provide list of disposable materials required to carry out activities under this Project (syringes, condoms, disinfection solutions, medicine for STI treatment etc) and indicate preferred technical characteristics. Materials will be procured by UNDP, while final technical specification will be defined on results of focus-group discussions and other studies, aimed to define needs of target groups. Materials will be transferred to implement project activities based on list provided by Bidder. Expenditures related to procurement of materials must not be included into Proposal's Budget.

- Informational-Educational Materials (booklets, posters, brochures, leaflets and other printing materials) will be also provided by UNDP. Organization might also use EIC materials provided by other organization and/or use materials developed by organization but under condition of approval released by Oblast/National AIDS centre or National Centre for Establishment of Healthy Life-Style. Expenditures related to printing EIC materials must not be included into Proposal's Budget

- Implementing agency has a right to submit an application to receive different equipment and furniture to be used for project activities. In case if application is approved, required equipment and furniture will be procured by UNDP and transferred to organization for the period of Project's implementation. Expenditures related to procurement of equipment and furniture must not be included into Proposal's Budget

#### **Requirements for Monitoring and Evaluation of Project Activities:**

- Project must be aimed to reach expected outputs such as requested coverage of PWID by Project activities,
- increasing level of awareness of target groups by end of the Project, change of behavioural aspects (safe sexual behaviour, safe injecting practices, adherence to opiate-substitution therapy) and etc
- Special focus must be given to interest of the target group towards implementation of proposed project proposal: for instance, involvement of target group representatives to outreach work and/or into process of secondary exchange, peer education and etc.
- Building-up capacity of TP personnel (counselling doctor, social and outreach workers) towards providing
- qualitative preventive and medical service to target group.

#### **Requirements for Reporting**

- Coalition, network or alliance undertakes the responsibility to provide to UNDP periodical reports during implementation of activities and completion of the Project. Reports must have results, achievements and objectives corresponding to Working Plan.

- Coalition, alliance or network, undertakes the responsibility to provide to UNDP periodical reports on basis of format and content acceptable by UNDP, within fifteen (15) days following the end of each period stated in the Contract. Quarterly report must reflect (i) financial activities during reporting period and indicators, starting from beginning of project activities and to end of reporting period, and (ii) description of achieved progress during activities and achieved outputs and established objectives. At the same report, coalition, alliance and network must provide clarifications/justifications for all discrepancies from planned and achieved indicators for the reporting period.

*Remark: Based on guidelines and regulation of reporting, number of clients is derived from data entered to registry books of primary registration for given reporting period.*

*For instance: A client received any service for the period January-June 2017, his/her data is entered into registry book of primary registration. In case, if the same client receives same or any other service for the 2<sup>nd</sup>, 3<sup>rd</sup> and etc, time, but for the same period (January – June 2017), his/her data is entered to registry book of daily admission.*

*Once reporting period (January – June, 2017 is over), all clients in a registry book for primary registration undergo re-registration for the period (July-December 2017), and all clients (existing and newcomers) in case of initial reference will enter into registry book for primary registration, and in case if they receive any service for 2<sup>nd</sup>, 3<sup>rd</sup> and etc time but for the same reporting period, then they will be registered at registry book of daily admission.*

*E.g.: consider that for period January-June 2017, 2500 clients have been registered at registry book for primary registration. Once June is over, all data will be nulled and re-registration will take place for the period (July-December, 2017) it was mentioned before, previously registered, as well as newcomers, might be re-registered.*

#### **Budget of the Project:**

**Selection criteria as of financial part will be Proposal budget, with the detailed breakdown of requested funding.**

The budget of project must be rationale and correspond to criteria of geographical coverage, coverage of target group and nature of activities, to be conducted.

In addition to general budget of the Project, it is essential to provide quarterly distribution of financial assets. Taking into account, that this Project will be implemented for 10 months, financial assets distribution should be divided into four periods: 1 month (March 2017), 3 months (April – June, 2017), 3 months (July – September, 2017), 3 months (October – December, 2017).

#### **Submission of Proposal**

An Applicant must seal the Application in one external envelop and in two internal envelopes. The external envelop must be addressed to the UNDP Country Director in Tajikistan with the note – reference “7-2017-RFP-UNDP-GF-HIV/AIDS” **and the Lot number must be indicated there.** The Applicant’s name and address must be indicated in internal envelops. The first internal envelop must include information indicated in Annex 2 (Application Form) and Proposal, the note – “Technical part” should be indicated. The project document’s Financial Proposal with the relative note – “Financial part” must be in the second envelop.

Программа Развития Организации Объединенных Наций (ПРООН) в Таджикистане в рамках реализации Гранта Нового Механизма Финансирования Глобального Фонда по борьбе со СПИД, ТБ и малярией, объявляет конкурс на предоставление услуг общественными объединениями включая, альянсы и коалиции (далее «Заявитель») для реализации проекта по предоставлению услуг в рамках стратегии «Снижение вреда», профилактики ВИЧ, лечению и социальной поддержке для лиц употребляющих инъекционных наркотиков (далее ЛУИН) в Республике Таджикистан.

Данная деятельность будет реализовываться в рамках программы ПРООН "Усиление поддерживающей среды и расширения профилактики, лечения и ухода с целью сдерживания эпидемии ВИЧ/СПИД в Республике Таджикистан".

**Название проекта:** «Улучшение доступа лиц употребляющих инъекционных наркотиков к качественным услугам по профилактике ВИЧ и СПИД и снижению вреда в Хатлонской (г.Курган-Тюбе и г.Куляб) и ГБАО, РТ »

#### **Предыстория:**

Проект в рамках Нового механизма финансирования Глобального Фонда (ГФ) был выделен стране в период с октября 2015 по 31 декабря 2017 года и направлен на обеспечение всеобщего доступа к услугам в области ВИЧ; обеспечение профилактики, ухода, лечения и поддержки, что позволит людям с ВИЧ жить полноценной жизнью. Деятельность проекта по ВИЧ состоит из 11 задач, направленных на такие направления как: предотвращение распространения ВИЧ и снижение вреда среди ключевых групп населения, в том числе заключенных; лечение, уход и поддержку ЛЖВ; профилактику туберкулеза; профилактику передачи ВИЧ от матери к ребенку; устранение правовых барьеров в области ВИЧ-инфекции; совершенствование системы мониторинга и оценки путем повышения качества информационной системы здравоохранения.

Основной целью проекта ВИЧ является достижение всеобщего доступа к услугам ВИЧ, а также к профилактике, лечению, уходу и поддержке, что позволяет людям жить полноценной жизнью. Цели проекта совпадают с целями Национального стратегического плана на период 2015-2017 годов, а также с Национальной стратегией здравоохранения 2010-2020 годов.

Кроме того, проект будет продолжать вносить вклад в национальную реформу системы здравоохранения путем создания и совершенствования технического и управленческого потенциала специалистов в области здравоохранения, содействия участию гражданского общества в ответ на эпидемию, а также расширения сотрудничества НПО с системой общественного здравоохранения.

В 2013 году Национальный центр СПИД оценил (спектр) оценочное число людей живущих с ВИЧ в стране в 14000 человек. По оценкам Национального центра СПИД 2014 года, число людей, употребляющих наркотики (ЛУИН) в стране было 23,100 человек, а число работников секса (СР) было 14,100 человек.

Данная программа предусматривает поддержку существующих, а также новых пунктов доверия курируемых общественными объединениями (далее ОО).

**Основная Цель:** Снижение рискованного сексуального и инъекционного поведения среди групп населения, наиболее уязвимых к ВИЧ-инфекции, включая лиц потребителей инъекционных наркотиков (ЛУИН).

**Период реализации проекта** – 10 месяцев (март– декабрь 2017 г)

## Требования к заявкам

<b>Целевые районы</b>	<p>В рамках данного соглашения приоритетным является охват на уровне области, в связи, с чем конкурсные заявки будут приниматься по следующим лотам:</p> <p>Проектные предложения для реализации деятельности в</p> <p><b>Лот 1.</b> Хатлоне – Курган-тюбинская зона (Яван, Джамы, Бохтар, Сарбанд и/или другие районы согласно оценочному числу ЛУИН)</p> <p><b>Лот 2.</b> Хатлоне – Кулябская зона (Куляб, Фархор, Восе, Шурабад, и/или другие районы согласно оценочному числу ЛУИН)</p> <p><b>Лот 3.</b> ГБАО (Хорог, Шугнан, Рушан, Мургаб и/или другие районы согласно оценочному числу ЛУИН).</p> <p><b>Примечание:</b> <u>Заявки, отражающие частичный охват клиентов на уровне области не будут рассматриваться со стороны тендерной комиссии.</u></p>
<b>Целевая группа</b>	<p>Лица, употребляющие инъекционные наркотики (ЛУИН)</p>
<b>Требуемый охват</b> (см. также пункт Объем и содержание работ)	<p>Требуемый охват ЛУИН услугами проекта за период <b>март – декабрь 2017 года</b></p> <p><b>Лот №1,</b> Хатлон, Курган-тюбинская зона</p> <p>Март 2017 - 500 ЛУИН;</p> <p>апрель– июнь, 2017 – 670 ЛУИН;</p> <p>июль – декабрь, 2017 – 695 ЛУИН</p> <p><b>Лот №2</b> Хатлон, Кулябская зона</p> <p>Март 2017 – 1,600 ЛУИН;</p> <p>апрель– июнь, 2017 – 1,820 ЛУИН;</p> <p>июль – декабрь, 2017 – 1,885 ЛУИН</p> <p><b>Лот №3,</b> ГБАО</p> <p>Март 2017 – 1,230 ЛУИН;</p> <p>апрель– июнь, 2017 – 1,531 ЛУИН;</p> <p>июль – декабрь, 2017 – 1,587 ЛУИН</p> <p><b>Примечание:</b> <i>по поводу общего числа охвата ЛУИН, пожалуйста, внимательно прочтите раздел <u>Требования к отчетности</u> в ТЗ.</i></p>
<b>Предварительная дата начала проекта</b>	<p>Не позже 15-го <u>марта 2017 года</u></p>
<b>Длительность проекта</b>	<p>Дата завершения соглашения в рамках данного конкурса - декабрь 31, 2017 (10 месяцев)</p>

<p><i>Обязательные условия для Заявителя:</i></p>	<p>Организация должна вести деятельность только в районах областей предъявленных лотов;</p> <p>Миссия организации-заявителя позволяет работать по программам «снижения вреда» и по содействию развития здравоохранения среди ЛУИН;</p> <p>Организация должна иметь соответствующий опыт работы среди ЛУИН, в проведении информационно-образовательных кампаний и мероприятий по профилактике ВИЧ и СПИДа, навыки организации в проведении тренингов для целевой группы/или привлечения профессиональных консультантов с опытом работы в проектах по Снижению вреда с последующим обучением персонала;</p> <p>Форма технического предложения (далее «Заявка») должна быть заполнена адекватно вместе с требуемыми ответами на все необходимые вопросы и соответствующими первичными документациями;</p> <p>Заявка должна быть подписана руководителем организации и опечатана печатью организации.</p> <p>Организация должна предоставить письма со стороны местных органов власти, о поддержке предлагаемых мероприятий для осуществления проекта;</p> <p>Организация должна предоставить документы свидетельствующие наличие необходимого своего потенциала и ресурсов организации (материально-технические и человеческие). Предоставить CV на основной персонал проекта (руководитель, менеджер, врач консультант и социальный работник пункта доверия);</p> <p>Организация должна иметь штат, позволяющий реализовывать проект качественно и в полном объеме:</p> <p>Наличие персонала с опытом работы в рамках программ снижения вреда не менее 3 года.</p> <p>Наличие квалифицированного персонала для управления проектом (руководитель/директор/координатор, главный бухгалтер):</p> <p>Координатор: Опыт работы на указанной или аналогичной позиции не менее одного года; Навыки работы с компьютерной программой MS Word. MS Excel</p> <p>Бухгалтер: Средне-специальное или высшее образование в области бухгалтерского учета или смежных дисциплин; Опыт работы по специальности не менее 3-х лет; Умение работать с программой 1С Бухгалтерия; Навыки работы с компьютерными программами MS Word, MS Excel.</p> <p>Организация или участвующие партнеры консорциума и филиалы должны быть расположены в районах данной области, то есть, в местах проведения планируемых мероприятий;</p> <p>Организация должна продемонстрировать свою финансовую и программную самостоятельность.</p> <p><i><b>Примечание:</b> ПРООН оставляет за собой право провести оценку потенциала организации для принятия окончательного решения о предоставлении финансирования.</i></p> <p>Заявки, которые <b>ОТВЕЧАЮТ</b> всем <u>обязательным условиям</u>, будут оцениваться Техническим Комитетом в соответствии с критериями отбора.</p>
<p><i>Дополнительные условия</i></p>	<p>Выбранная организация/альянс/коалиция или сеть организаций работающих в сфере программ снижения вреда, профилактики ВИЧ, лечения и социальной поддержки для лиц употребляющих инъекционные наркотики (ЛУИН) в Республике Таджикистан будет ответственен за вклад в охват профилактическими программами в предоставлении услуг для ЛУИН по всей области.</p> <p>При предоставлении совместной заявки в виде альянса, коалиции или сети организаций, необходимо указать наименование всех вовлеченных организаций с детальным описанием роли каждой организации. Кроме того, необходимо указать наименование ведущей организации, которая будет ответственна за предоставление финансовых, проектных и других отчетов от имени альянса, коалиции или сети в ПРООН.</p> <p>Организациям (альянсу, коалиции или сети организаций) необходимо провести предварительную оценку ситуации в данных районах во избежания дублирования мероприятий и предоставить план координации с другими общественными организациями, работающими в данных регионах. При предоставлении заявок</p>



	<p>организации должны предоставить статистические и/или оценочные данные по региону, в качестве исходных показателей для дальнейшей оценки результативности проекта. Проект должен включать план мониторинга и оценки и указанием основных и дополнительных индикаторов проекта, исходных данных и планируемых результатов на ежеквартальной основе.</p> <p>Заявитель берет на себя полную ответственность за надлежащее хранение всего ВИЧ профилактического материала полученный от ПРООН в рамках реализации проекта. Все складские помещения должны отвечать требованиям по хранению лекарственных средств и медицинских товаров в рамках действующего законодательства Республики Таджикистан.</p>
<i>Критерии отбора</i>	<p>Заявка должна предлагает деятельность на областном/региональном уровне; В заявке должен быть отражен успешный опыт работы по аналогичным проектам; Не менее 3-х лет опыта в осуществлении мероприятий по предоставлению услуг по улучшению доступа к программам снижения вреда включая предоставление психосоциальной поддержки, профилактики ВИЧ, лечения ИППП, правовой поддержки, услуги по перенаправлению; Знание о текущей ситуации ВИЧ и СПИД в стране, существующих подходов по стратегии снижения вреда, профилактике ВИЧ и снижения спроса на наркотики. Хорошее понимание политики страны по проблеме ВИЧ и профилактике наркомании.</p> <p>Опыт проведения анализа и разработки программ по профилактике ВИЧ и СПИД в течении двух последних лет.</p> <p>Опыт сотрудничества с соответствующими государственными структурами (например, Хукумат района, Облздрав, Райздрав, Центры наркологии, Центры СПИД, Центры Здорового Образа Жизни, Джамоаты, махалинские комитеты)</p> <p>Опыт работы с международными организациями и донорами и местными неправительственными организациями в области профилактики ВИЧ/СПИД и предоставления услуг для уязвимых групп, а также опыт работы с частным сектором в течении двух последних лет;</p> <p>Организация должна работать в соответствии с национальными и международными стандартами финансового управления.</p> <p>Цель и задачи проекта должны быть четко сформулированы в соответствии с требованиями заявки.</p> <p>Мероприятия, направленные на повышение доступа ЛУИН к профилактическим и другим услугам должны быть детально описаны.</p> <p>Индикаторы охвата, а также предполагаемый процент бенефициаров, которые получают услуги проекта должны быть четко обозначены.</p> <p>Мероприятия, направленные на социальную поддержку и социальное сопровождение ЛУИН должны быть четко отражены.</p> <p>Штат сотрудников проекта должен соответствовать предполагаемому охвату;</p> <p>Ответственность каждого сотрудника проекта и роль партнеров проекта должна быть четко обозначена.</p> <p>Рабочий план должен быть конкретен, детализирован и реален во временных рамках осуществления проекта.</p> <p>Система мониторинга и оценки проекта, в том числе вовлечения ЛУИН в профилактические мероприятия должны быть четко разработана.</p> <p>Бюджет детализирован, рационален и реалистичен.</p> <p>Предложение должно включать четко описанный и реалистичный план поддержания проекта после окончания финансирования (план устойчивости проекта).</p>

<i>Оценочная критерия</i>	<p><b>Оценка Предложений осуществляется по двух шаговой процедуре, с оценкой технической части Предложения и оценки ценовой части Предложения (Бюджета). Комиссия будет оценивать каждую заявку в строгом соответствии с критериями оценки, используя систему баллов и письменные комментарии.</b></p> <p><i>Примечание: в дополнение к вышеизложенному, финансовая рациональность проекта будет оцениваться по планируемым расходам на одного клиента в течение проекта.</i></p> <p>Для сравнения финансовых предложений, общая предложенная сумма будет делиться на число клиентов. Стоимость расхода на одного клиента будет служить в качестве основы для оценки (например, общая сумма предложения составит 10000 долларов США и предлагаемое количество клиентов, которые должны быть охвачены - 145. Результат: <math>10000/145 = 69</math> долларов США на одного клиента).</p> <p>Заявки, не отвечающие критериям отбора, будут исключены из конкурса и не будут рассматриваться Технической Комиссией по рассмотрению предложений.</p>
<i>Статьи расходов, покрываемых в рамках данного конкурсного предложения (см подробнее Объем и содержание работы)</i>	Поддержка мероприятий направленных исключительно на реализацию программ Снижение вреда среди ЛУИН (управление проектом, аутрич работа, раздача шприцев и профилактических товаров, транспортные расходы связанные с 1)МиО, 2)транспортировкой профилактических товаров, 3) деятельностью аутрич и соцработников. Минимальный образовательный компонент, консультирование по методу "Равный-Равному" и другие соответствующие мероприятия, отраженные в разделе «Объем и содержание работ».
<i><u>НЕ покрываемые статьи расходов</u></i>	Закупка лекарственных средств и медицинских товаров, прямая или косвенная оплата медицинских услуг предоставленных бенефициарам проекта. Расходы на подготовку отчетов (как финансовых, так и описательных), столярные и швейные цеха, трудовая терапия, спортивные площадки и залы, курсы рукоделия и кулинарии, регулярные образовательные мероприятия, не имеющие прямого отношения к программам снижения вреда, поддержка сотрудников косвенно задействованных в реализацию проекта и т.д. Однако, вышеуказанные виды деятельности и мероприятия могут быть профинансированы за счёт средств ОО и/или других доноров.
<i>Оборудование и материалы</i>	см подробнее раздел «Оборудование и материалы» указанный ниже
<i>Обучение/ Техническое содействие</i>	При необходимости обучение/техническое содействие проводится со стороны ПРООН

#### **Объем и содержание работ:**

##### **Задача.**

1. Обеспечение высокого качества и охвата профилактических услуг для ЛУИН, включая их партнеров;

##### **Ожидаемые результаты к концу проекта.**

Требуемый охват ЛУИН услугами проекта за период **март – декабрь 2017 года**

**Лот №1, Хатлон, Курган-тюбинская зона**

Март 2017 - 500 ЛУИН;

апрель– июнь, 2017 – 670 ЛУИН;

июль – декабрь, 2017 – 695 ЛУИН

## **Лот №2 Хатлон, Кулябская зона**

Март 2017 – 1,600 ЛУИН;

апрель– июнь, 2017 – 1,820 ЛУИН;

июль – декабрь, 2017 – 1,885 ЛУИН

## **Лот №3, ГБАО**

Март 2017 – 1,230 ЛУИН;

апрель– июнь, 2017 – 1,531 ЛУИН;

июль – декабрь, 2017 – 1,587 ЛУИН

## **МЕРОПРИЯТИЯ**

### **МОДУЛЬ 1: Профилактические программы для лиц, употребляющих инъекционные наркотики (ЛУИН) и их партнеров**

#### **Интервенция 1.1 Изменение поведения как часть программ для ЛУИН и их партнеров**

1.1.2. Предоставление информационно образовательных материалов ЛУИН и их партнерам.

1.1.3. Подготовка и обучение равных консультантов и социальных работников по принципам программ снижения вреда и социальному сопровождению.

1.1.4. Проведение образовательных сессий для ЛУИН и их партнеров один раз в квартал в каждом пункте оказания услуг (ПОШ/ПД).

#### **Интервенция 1.2. Презервативы как часть программ для ЛУИН и их партнеров**

Мероприятие 1.2.1.: Предоставление достаточного количества презервативов ЛУИН и их партнерам

#### **Интервенция 1.3 : Диагностика и лечение ИППП как компонент программ для ЛУИН и их партнеров**

Данная деятельность подразумевает информирование и перенаправление на получение услуг по лечению ИППП (скрининг и посиндромное лечение) для ЛУИН и их партнеров посредством 29 дружественных кабинетов.

#### **Интервенция 1.4. Тестирование на ВИЧ и консультирование как часть программ для ЛУИН и их партнеров**

Данная деятельность подразумевает информирование и перенаправление на тестирования на ВИЧ и консультирования ЛУИН и их партнерам через пункты доверия и передвижные/мобильные команды по ВИЧ тестированию и консультированию. 80% от общего охвата ЛУИН должны быть направлены и получить ДКТ;

#### **Интервенция 1.5. Программы по распределению игл и шприцев как часть программ для ЛУИН и их партнеров**

1.5.1. Обеспечение необходимого охвата ЛУИН и предоставления безопасного инъекционного инструментария через ПОШ и аутрич;

1.5.2. Обучение аутрич работников по социальному сопровождению, перенаправлению и консультированию в рамках программ снижения вреда;

#### **Интервенция 1.6. ОЗТ и другое лечение наркологической зависимости (ЛУИН и их партнеры)**

Данная деятельность подразумевает активное информирование и перенаправление ЛУИН в программы ОЗТ;

#### **Интервенция 1.7. Профилактика передозировки как часть программ для ЛУИН.**

1.7.1. Профилактика передозировки по средством предоставления необходимого количества Налаксона через ПОШ;

## **МОДУЛЬ 9: Устранение правовых препятствий доступу**

### **Интервенция 9.3. Правовая помощь и повышение правовой грамотности**

Данная деятельность подразумевает правовое обучение людей, живущих с заболеванием и/или затронутых им. Обеспечение доступа к правосудию с помощью общинных работников по юридическим вопросам или программ оказания юридической помощи.

9.3.1. Предоставление бесплатной и качественной правовой помощи ЛУИН.

9.3.2 Проведение мониторинга нарушения прав бенефициаров проекта. ПРООН проведет необходимое обучение с предоставит необходимый инструментарий для проведения мониторинга и отчетности

#### **Оборудование и материалы:**

- ❖ Альянс, коалиция или сеть организаций должен предоставить список потребностей в расходных материалах для проведения деятельности в рамках данного проекта (шприцы, презервативы, дезинфицирующие средства, медикаменты для лечения ИППП и прочие) с указанием предпочтительных технических характеристик. Материалы будут закупаться ПРООН, окончательные технические характеристики будут определяться по результатам фокус-групп и других исследований предпочтений целевой группы. Материалы будут передаваться для выполнения деятельности по проекту на основании представленных потребностей организации. Расходы на приобретение материалов не должны включаться в бюджет заявки.
- ❖ Информационно-образовательные материалы (буклеты, плакаты, брошюры, руководства и прочая печатная продукция) также будут обеспечены со стороны ПРООН. Организация может также использовать ИОК материалы, предоставляемые другими организациями или разрабатывать и использовать свои материалы при условии их предварительного одобрения со стороны областного или Республиканского центра СПИД или РЦ ФЗОЖ. Расходы на разработку и распечатку ИОК материалов не должны включаться в бюджет заявки.
- ❖ Исполнитель имеет право представить заявку на предоставление другого оборудования и мебели для использования в рамках проектной деятельности. В случае одобрения заявки, необходимое оборудование и мебель будут закуплены ПРООН и предоставлены организации на срок действия проекта. Расходы на приобретение оборудования и мебели не должны включаться в бюджет заявки.

#### **Требования к Мониторингу и Оценке проектной деятельности:**

- ❖ Проекты должны быть направлены на достижение таких **ожидаемых результатов** как достижение необходимого охвата ЛУИН услугами проекта, повышение уровня знаний целевой группы по завершению проекта, изменение поведенческих навыков (безопасное сексуальное поведение, безопасное наркопотребление, приверженность к опиодной заместительной терапии) и т.д.
- ❖ Особо следует обратить внимание на заинтересованность самой целевой группы в реализации предложенного проектного предложения, например вовлечение представителей целевой группы в аутрич работу или в процесс вторичного обмена, обучения равный-равному и т.д.
- ❖ Усовершенствование потенциала сотрудников ПД (врач-консультант, социальные и аутрич работники) по предоставлению качественных профилактических и медицинских услуг целевой группе.

#### **Требования к Отчётности**

- ❖ Коалиция, сеть или альянс обязуется предоставлять ПРООН периодические отчеты по ходу выполнения работ и завершения деятельности по результатам, достижениям и целям, в соответствии с Рабочим Планом.
- ❖ Коалиция, альянс или сеть обязуется предоставить в ПРООН отчёт по форме и содержанию приемлемым для ПРООН, в течение пятнадцати (15) дней по окончании каждого из периодов времени, приведенных в контракте. Квартальный отчет должен отражать (i) финансовую деятельность в течение отчетного квартала и

показатели, с даты начала выполнения деятельности коалиции, альянса или сети, и до окончания подотчётного периода, и (ii) описание достигнутого прогресса в ходе Деятельности и достигнутых результатов и поставленных целей. Коалиция, альянс или сеть обязана предоставить пояснения в отчете по всем расхождениям между плановыми и реально достигнутыми показателями за отчетный период

**Примечание:** по требованиям и процедурам отчетности, количество клиентов рассчитывается на основе данных, внесенных в журналы первичной регистрации за отчетный период.

Например: клиент, впервые получивший услугу за период январь-июнь 2016 года, вносится в журнал первичной регистрации. При получении каких-либо услуг во второй, третий и т.д. разы, но за аналогичный период, его имя вносится в журнал ежедневного обращения.

По завершению отчетного периода январь-июнь, в журнале первичной регистрации проводится перерегистрация клиентов на период июль - декабрь 2017 года, и все клиенты (существующие и вновь прибывшие) при первом обращении, заново вносятся в журнал первичной регистрации, а при получении каких-либо услуг во второй, третий и т.д. разы за аналогичный период, должны быть зарегистрированы в журнале ежедневного обращения.

В качестве примера: за период январь - июнь 2017 года, зарегистрировано 2500 клиентов в журналы первичной регистрации. По завершению июня месяца, цифры обнуляются, и начинается повторная регистрация в журналы первичной регистрации на период июль-декабрь 2017, при этом допускается привлечение, как и ранее зарегистрированных клиентов (получавших услуги за период январь- июнь) так и клиентов зарегистрированных впервые.

**Бюджет проекта:**

**Критерием отбора организаций по финансовой части будет общая заявка по проекту, с учётом предоставления распределения финансовых средств.**

Бюджет проекта должен быть обоснован и соответствовать критериям географического охвата, охвата целевой группы, и характеру проводимых мероприятий.

Кроме общего бюджета проекта необходимо представить поквартальное распределение финансовых средств. Принимая во внимание, что в рамках данного соглашения период реализации проекта составляет 10 месяцев, финансовые средства необходимо распределить на 4 периода: 1 месяц (март 2017), 3 месяца (апрель-июнь 2017), 3 месяца (июль-сентябрь 2017), 3 месяца (октябрь-декабрь 2017).

#### **Предоставление заявки**

Заявитель должен запечатать Заявку в один внешний конверт и в двух внутренних конвертах. Внешний конверт должен быть адресован на имя Странового Директора ПРООН в Таджикистане с пометкой - ссылка "7-2017-RFP-UNDP-GF- HIV/AIDS", и с указанием номера лота. Название и адрес заявителя должны быть указаны во внутренних конвертах. Первый внутренний конверт должен содержать информацию, указанную в Приложении 2 (Заявка), и Заявку, при этом обратите внимание – обязательно пометить конверт "Техническая часть". Финансовое предложение проекта с пометкой "Финансовая часть" должна быть указана во втором внутреннем конверте.

## **Section 4: Proposal Submission Form<sup>1</sup>**

[insert: Location]

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<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal. 37

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

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 UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : [please mark this letter with your corporate seal, if available]

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>2</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i>  Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i>  Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

<sup>2</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.



# Joint Venture Partner Information Form (if Registered)<sup>3</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
JV's Party legal name: <i>[insert JV's Party legal name]</i>		
JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
<p>JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>		
<p>Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet</p> <p>Articles of Incorporation or Registration of firm named in 2.</p> <p><input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.</p>		

<sup>3</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## **Section 6: Technical Proposal Form (See the Annex 5)**

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## **Section 7: Financial Proposal Form (see the Annex 6)**

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The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.



## **Section 7: STANDARD TERMS AND CONDITIONS**

Whereas:

(i) The United Nations Development Programme (“UNDP”) has been selected as an Implementing Partner of the project in the Host Country indicated in Block 1 of the face sheet of this Agreement, with the name and number indicated in Block 2 and Block 3 of the face sheet of this Agreement (the “Project”). The Project is described in the project document attached as Annex 1 to this Agreement (the “Project Document”);

(ii) UNDP has entered into a Grant Agreement with The Global Fund to Fight AIDS, Tuberculosis, and Malaria (the “Global Fund”), with the number and date indicated in Block 4 of the face sheet of this Agreement and attached as Annex 2 to this Agreement (the “Grant Agreement”), to implement the Project in the Host Country as a Principal Recipient;

(iii) In accordance with the Grant Agreement, UNDP as a Principal Recipient may provide funding to other entities to carry out activities contemplated under the Project as Sub-recipients;

(iv) The Sub-recipient indicated in Block 8 of the face sheet of this Agreement is a Public Organization .....

(v) UNDP and the Sub-recipient have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development; and

(vi) UNDP and the Sub-recipient agree that activities contemplated herein shall be carried out without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability, or any other circumstances.

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, UNDP and the Sub-recipient (together referred to as the “Parties” or, individually, a “Party”) have entered into this Agreement.

### **Article I. Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) “Agreement” means this Agreement, including the face sheet, the Standard Terms and Conditions, and all annexes indicated on the face sheet, as well as any other documents agreed upon between the Parties to be an integral part of this Agreement. The provisions of the face sheet and the Standard Terms and Conditions shall take precedence over any annex or document;

(b) “CCM” means the Country Coordinating Mechanism of the Host Country, which includes representatives of the Government of the Host Country, civil society, multilateral institutions and people living with, or affected by AIDS, tuberculosis and malaria, and which coordinates the submission of proposals to the Global Fund and oversees the implementation of activities financed by the Global Fund;

(c) “Force majeure” means an act of nature, invasion or other acts of a similar kind or force which were unforeseen under the prevailing situation in the Host Country upon signature of this Agreement;

(d) “Global Fund” means The Global Fund to Fight AIDS, Tuberculosis and Malaria, a foundation established under the laws of Switzerland;

(e) “Grant Agreement” is defined in Recital (ii) above;

(f) “Income” means the interest on the SR Funds and all revenue derived from the purchase, use or sale of SR Resources procured with the SR Funds, or from the revenues generated from SR Activities, including, but not limited to, social marketing activities;

(g) “LFA” means an entity that acts as a local fund agent for the Global Fund in the Host Country;

- (h) “Parties” (or, individually, a “Party”) means UNDP and/or the Sub-recipient;
- (i) “Project” means the activities implemented by UNDP under the Project Document and the Grant Agreement;
- (j) “Project Document” means a document that describes the Project activities implemented by UNDP and is attached as Annex 1 to this Agreement;
- (k) “Sub-recipient ” or “SR” means an entity indicated in Block 8 of the face sheet of this Agreement, as described in recital (iv) above;
- (l) “Sub-sub-recipient” is defined in Article XXVI, paragraph 1;
- (m) “SR Activities” means the activities to be carried out by the Sub-recipient and described in the Work Plan in support of the Project;
- (n) “SR Activities Starting Date” and “SR Activities Ending Date” are defined in Article III, paragraph 1;
- (o) “SR Bank Account” is defined in Article VIII, paragraph 3;
- (p) “SR Funds” means the funds disbursed by UNDP to the Sub-recipient under this Agreement, or expended by UNDP as direct payment for SR Resources, the maximum amount of which is indicated in Block 7 of the face sheet of this Agreement. See also Article VIII(1), below;
- (q) “SR Personnel” is defined in Article V, paragraph 1;
- (r) “SR Records” is defined in Article X, paragraph 1;
- (s) “SR Resources” is defined in Article VII, paragraph 1;
- (t) “UNDP” means the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations;
- (u) “Work Plan” means a description of SR Activities to be completed and deliverables and performance targets to be achieved for by the Sub-recipient, with corresponding time frames and budget deemed necessary to accomplish the objectives of the Project, and attached as Annex 3 to this Agreement.

## **Article II. Objective and Scope**

1. The Sub-recipient shall carry out SR Activities and achieve the deliverables and performance targets set forth in the Work Plan with due diligence and efficiency, and in accordance with this Agreement.
2. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the overall goals of the Project.

## **Article III. Duration of this Agreement**

1. This Agreement shall commence on the date indicated in Block 5 of the face sheet of this Agreement (the “SR Activities Starting Date”) and shall expire on the date indicated in Block 6 of the face sheet of this Agreement (the “SR Activities Ending Date”). The provisions of this Agreement that are necessary to permit an orderly settlement of accounts between the Parties shall survive the SR Activities Ending Date or termination of this Agreement pursuant to Article XVI, below.
2. The Sub-recipient shall not expend any SR Funds after completion of SR Activities, the SR Activities Ending Date or a notice of suspension or termination pursuant to Article XVI, below, without agreement in writing from UNDP. In the event that the Sub-recipient expends funds in connection with SR Activities without such written agreement from UNDP, it shall do so at its own expense.

## **Article IV. General Responsibilities of the Parties; Contacts**

1. The Parties agree to implement their respective responsibilities in accordance with the terms and conditions of this Agreement, and to carry out SR Activities in accordance with applicable UNDP policies and procedures.
2. The Parties shall communicate regularly with respect to SR Activities and shall consult as circumstances arise that may affect the successful completion of SR Activities or the achievement of deliverables and performance targets set forth in the Work Plan, with a view to reviewing the Work Plan.

3. All notices and other communications in regards to this Agreement shall be sent to the contact persons indicated in Block 9 (for the Sub-recipient) and Block 10 (for UNDP) of the face sheet of this Agreement.
4. The UNDP Contact Person indicated in Block 10 of the face sheet of this Agreement shall act as the principal channel for communication with the CCM regarding SR Activities, unless otherwise agreed in writing between the Parties.
5. The Parties shall provide each other mutual assistance in obtaining any licenses and/or permits required by domestic laws, where appropriate and necessary for the completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Parties shall also collaborate in the preparation of any reports, statements or disclosures that are requested by the Global Fund or required under domestic laws.
6. The Sub-recipient shall ensure that it complies with all relevant domestic and international laws, including, but not limited to, labor and taxation laws.
7. The Parties shall cooperate in any public relations or publicity exercises, when UNDP deems these appropriate or useful.
8. The Sub-recipient shall not use the name and emblem of the United Nations or UNDP, or the trademark or name of the Global Fund, unless it receives prior written consent of the UNDP Contact Person indicated in Block 10 of the face sheet of this Agreement.

#### **Article V. SR Personnel**

1. The Sub-recipient shall be fully responsible and liable for all services, including SR Activities, performed by its employees, agents, contractors, consultants or Sub-sub-recipients (“SR Personnel”).
2. The Parties agree and acknowledge that:
  - (a) SR Personnel are not and shall not be considered in any respect as being the employees or agents of UNDP; and
  - (b) UNDP does not have or accept any liability for claims arising out of SR Activities, or any claims for death, bodily injury, disability, and/or damage to property or other hazards that may be suffered by SR Personnel as a result of their services pertaining to SR Activities.
3. At all times during the term of this Agreement, the Sub-recipient shall maintain adequate medical and life insurance for SR Personnel, as well as insurance coverage for service-related illness, injury, disability or death.
4. The Sub-recipient shall ensure that SR Personnel meet the highest standards of qualification and technical and professional competence necessary for the completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Sub-recipient shall further ensure that decisions on engagement of SR Personnel shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, disability, or other similar factors.

#### **Article VI. Terms and Obligations of SR Personnel**

The Sub-recipient agrees and shall ensure that SR Personnel performing SR Activities under this Agreement:

- (a) shall not seek nor accept instructions regarding SR Activities from any Government, including the Government of the Host Country, or other authority external to UNDP;
- (b) shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;
- (c) shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article XXVIII, below; and
- (d) shall comply with the provisions of, and not engage in any practices identified in, Article XXV below.

#### **Article VII. SR Resources; Procurement**

1. The Sub-recipient, in consultation with UNDP, will develop the specifications and/or terms of reference for the goods, including equipment, supplies and vehicles, and services indicated in the Work Plan (the “SR Resources”). After review and approval of such specifications and/or terms of reference, UNDP shall procure the SR Resources in accordance with UNDP regulations, rules and procedures,<sup>4</sup> and make all payments for the SR Resources directly with SR Funds to the selected contractor pursuant to a contract or contracts with the said contractor.

2. To the extent that the Sub-recipient has been authorized in the Work Plan directly to procure any SR Resources, the Sub-recipient shall ensure that the award of contracts and the placement of orders will accord to the principles of highest quality, economy and efficiency, and will be based on an assessment of competitive quotations, bids or proposals, unless UNDP agrees otherwise in writing. In undertaking any procurement of SR Resources, the Sub-recipient shall also ensure that it complies with the provisions of Article XXV of this Agreement. Where UNDP is required by the Work Plan to make direct payments to the selected contractor for the SR resources, such payments shall be made with SR Funds.

3. The SR Resources furnished or financed with SR Funds by UNDP under this Agreement shall remain the property of UNDP and shall be identified by the Sub-recipient as the property of UNDP, unless otherwise agreed in writing by UNDP.

4. UNDP shall use its best efforts to assist the Sub-recipient in clearing all SR Resources through customs at places of entry into the areas where SR Activities are to take place.

5. During the term of this Agreement, all SR Resources shall be used only for the purposes of carrying out SR Activities and in accordance with this Agreement. The Sub-recipient shall be responsible for their proper custody, maintenance and care. The Sub-recipient shall maintain complete and accurate records of all SR Resources and shall regularly verify the inventory thereof. The Sub-recipient shall provide UNDP a verified list of the inventory of SR Resources in such form as UNDP may request. The Sub-recipient shall purchase and maintain appropriate insurance for the SR Resources in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.<sup>5</sup>

6. The SR Resources shall be returned to UNDP within one (1) month following completion of SR Activities, the SR Activities Ending Date or termination of this Agreement, whichever is earlier, unless otherwise agreed in writing by UNDP.

7. In the event that any of the SR Resources is damaged, stolen, lost or otherwise forfeited, the Sub-recipient shall provide UNDP with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to such damage, loss or forfeiture, and shall reimburse UNDP for any value lost immediately upon request by UNDP.

8. All intellectual property rights deriving from SR Activities shall vest in UNDP.

### **Article VIII. Financial Arrangements**

1. In accordance with the budget contained in the Work Plan, UNDP has allocated and may make available to the Sub-recipient, or may expend through direct payments, funds up to the maximum amount indicated in Block 7 of the face sheet of this Agreement (“SR Funds”).

2. *Where required by the Work Plan, the first 47ndeaavour47 indicated in Block 7a of the face sheet of this Agreement will be advanced by UNDP to the Sub-recipient following signature of this Agreement, or paid directly to the Sub-recipient’s contractors.<sup>6</sup> The second and subsequent 47ndeaavour47s will be advanced*

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<sup>4</sup> See notably “UNDP Operation Manual for Projects Financed by The Global Fund to Fight AIDS, Tuberculosis and Malaria,” and the “Management Implementation Toolkit: Working with Global Fund Sub-recipients.”

<sup>5</sup> The Country Office must ensure that insurance is agreed upon and that the insurance is actually obtained.

<sup>6</sup> **Please note that advance payments must comply with UNDP policies and procedures. The Comptroller has authorized advance payments to civil society organizations of up to four months of program expenditures without a bank guarantee if it is not possible to obtain one. Any advances above this amount must be cleared by the Comptroller.** The Country Office is responsible for doing a financial capacity assessment of the Sub-recipient prior to issuing an advance payment. If the sub-recipient does not have the capacity to handle an advance payment, then it should not be issued. In some cases, weak financial capacity can be addressed through smaller advance payments, more frequent reporting periods, activity based disbursements, and/or direct payments.

*by UNDP to the Sub-recipient on a quarterly basis, or paid directly to the Sub-recipient's contractors, subject to:*

- a) prior disbursement of the relevant funds by the Global Fund to UNDP;*
- b) delivery by the Sub-recipient to UNDP of the financial report and other documentation as indicated in Article XI, below;*
- c) satisfaction of UNDP regarding the management and use of SR Funds and SR Resources;*
- d) satisfaction of UNDP regarding the performance of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan within the timeframes indicated therein and in accordance with this Agreement;*
- e) acceptance by UNDP of the Sub-recipient's request for disbursement; and*
- f) where applicable, acceptance by UNDP of the Sub-recipient's request for direct payment, including appropriate supporting documentation.*

3. The Sub-recipient shall open and maintain a separate bank account indicated in Block 11 of the face sheet of this Agreement into which the SR Funds provided by UNDP may be disbursed (the "SR Bank Account"), unless otherwise agreed by UNDP in writing. All payments to the Sub-recipient shall be made by UNDP to the SR Bank Account.

4. The Sub-recipient acknowledges that the disbursement of SR Funds is subject to the disbursement of Project funds by the Global Fund to UNDP under the Grant Agreement and that the amount of SR Funds contemplated under this Agreement could be reduced or eliminated if such Project funds are not received from the Global Fund. The Sub-recipient also acknowledges that SR Activities that are the subject of this Agreement are part of the Project funded by the Global Fund under the Grant Agreement. As part of its responsibility to implement and oversee the Project, it may be necessary for UNDP, in consultation with the CCM and subject to the approval of the Global Fund, to modify SR Activities.

5. SR Funds and all Income shall be used solely for the purposes of SR Activities and in accordance with this Agreement. The Sub-recipient shall not commit or expend SR Funds in variance of more than ten (10) percent of any budget line item indicated in the Work Plan, unless approved in advance and in writing by UNDP. The Sub-recipient shall indicate any expected variations in its quarterly reports delivered to UNDP pursuant to Article XI, below. In any event, the Sub-recipient shall not commit or expend SR Funds in excess of the total amount indicated in Block 7 of the face sheet of this Agreement.

6. Unless otherwise agreed in writing by UNDP, the Sub-recipient shall return all unspent SR Funds (where applicable) and Income to UNDP within one (1) month of completion of SR Activities, the SR Activities Ending Date or termination of this Agreement, whichever is earlier.

7. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other costs not indicated in the Work Plan, unless UNDP has agreed to such payment in writing prior to the expenditure by the Sub-recipient.

8. In the event that the Sub-recipient disburses or uses SR Funds in violation of the terms and conditions of this Agreement, notwithstanding the availability to, or exercise by UNDP of any other remedies under this Agreement, the Sub-recipient shall refund the SR Funds to UNDP not later than fifteen (15) days after the Sub-recipient receives a written request for a refund from UNDP.

9. The right to a refund provided for in paragraph 8 of this Article VIII shall continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement. Prior approval of a disbursement by UNDP or the Global Fund does not limit UNDP's right to a refund in the event that the original disbursement to the Sub-recipient was contrary to the terms and conditions of this Agreement.

#### **Article IX. Anti-Terrorism**

The Sub-recipient agrees to undertake all reasonable efforts to ensure that none of the SR Funds and SR Resources is 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<sup>48</sup> via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all



contracts or agreements with Sub-sub-recipients entered into under this Agreement, as contemplated in Article XXVII below.

#### **Article X. Maintenance of Books and Records**

1. The Sub-recipient shall keep accurate and current books and records, and other documents (the “SR Records”) in respect of all expenditures incurred with SR Funds, reflecting that all such expenditures are in accordance with the Work Plan. The Sub-recipient shall maintain supporting documentation for each disbursement, including original invoices, bills, and receipts. The Sub-recipient shall promptly disclose to UNDP any Income arising from SR Activities, which shall be reflected in a revised Work Plan as accrued income.

2. Upon the SR Activities Ending Date or termination of this Agreement, or upon completion of SR Activities, whichever is earlier, the Sub-recipient shall maintain the SR Records for a period of at least seven (7) years, unless the Parties agree otherwise.

#### **Article XI. Reporting Requirements**

1. The Sub-recipient shall provide UNDP with periodic reports on the progress and completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. At a minimum, the Sub-recipient agrees to provide the reports set forth in this Article XI.

2. The Sub-recipient shall provide UNDP with a report in the form and substance acceptable to UNDP within fifteen (15) days after the end of each of the periods indicated in paragraph 4 below (“Quarterly Report”). The Quarterly Reports shall reflect: (i) the financial activity during the quarter in question and cumulatively from the beginning of SR Activities until the end of the reporting period, and (ii) a description of progress toward completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Sub-recipient shall explain in the report any variation between the planned and actual performance of SR Activities and achievement of the deliverables and performance targets for the period in question indicated in the Work Plan.

3. The Sub-recipient shall include in the financial section of the Quarterly Reports: (i) a list of expenses incurred by the Sub-recipient in connection with SR Activities over the quarter in accordance with the categories indicated in the Work Plan; (ii) any Income accrued during the quarter in question and cumulatively from the beginning of SR Activities until the end of the reporting period; (iii) where applicable, reasons for the variance between the approved budget and actual expenses during the quarter, and (iv) a request for *disbursement/reimbursement* of SR Funds and (v) a reconciliation of the outstanding advances and foreign currency exchange loss or gain

4. The Quarterly Reports shall cover the following time periods and shall be due on the following dates:

##### **Period Covered By Report**

##### **Report Due Date**

January 1 - March 31;  
April 15, 2017;  
April 1 - June 30;  
July 15, 2017;  
July 1 – September 30;  
October 15, 2017;  
October 1 – December 31;  
January 15, 2018

5. The Sub-recipient shall not accept refunds from suppliers of SR Resources procured by UNDP. The Sub-recipient shall report to UNDP any offer of such a refund. In the event that the Sub-recipient receives a refund for SR Resources that the Sub-recipient procured directly, it shall report such a refund in the financial section of the Quarterly Report as a reduction of disbursements in the category to which it relates.

6. In addition to the Quarterly Reports, the Sub-recipient shall provide to UNDP:

(a) on a quarterly basis, a copy of the monthly statements issued by the bank in which the SR Bank Account is held;

(b) upon request from UNDP, any supporting documents to the Quarterly Reports and SR Bank Account statements; and

(c) not later than 30 January of each year, an annual financial and programmatic report in the form and substance acceptable to UNDP, covering the preceding fiscal year.

7. Not later than two (2) months after the completion of SR Activities, the SR Activities Ending Date or the termination of this Agreement, whichever is earlier, the Sub-recipient shall provide to UNDP a final report on SR Activities and include a final financial report on the use of SR Funds, as well as an inventory of SR Resources.

8. The Sub-recipient also agrees to provide, compile and make available to UNDP any other record, document or information, verbal or written, which UNDP may reasonably request with respect to the SR Funds, SR Resources, and SR Activities more generally.

#### **Article XII. Tax Exemptions**

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 Sub-recipient shall immediately consult with UNDP to determine a mutually acceptable solution.

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

#### **Article XIII. Audit Requirements**

1. UNDP shall arrange for an audit of the Sub-recipient's expenditure statements in accordance with UNDP audit procedures. The cost of the audit will be charged to the "audit" budget line.

2. Notwithstanding the above, each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of two (2) years following completion of SR Activities, the SR Activities Ending Date or prior termination of this Agreement, whichever is earlier. UNDP shall be entitled to a refund from the Sub-recipient for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

3. The Sub-recipient acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Agreement or the award thereof, the obligations performed under this Agreement, and the operations of the Sub-recipient generally relating to performance of this Agreement. The right of UNDP to conduct an investigation and the Sub-recipient's obligation to comply with such an investigation shall not lapse upon completion of SR Activities, the SR Activities Ending Date or prior termination of this Agreement, whichever is earlier.

4. The Sub-recipient 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 Sub-Recipient's obligation to make available SR Personnel and any relevant documentation, and to grant to UNDP access to the Sub-recipient's premises, for such purposes at reasonable times and on reasonable conditions. The Sub-recipient shall require its agents, including, but not limited to, the Sub-recipient's attorneys, accountants or other advisers, reasonably to cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **Article XIV. Responsibility for Claims**

1. The Sub-recipient shall 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 Sub-recipient's responsibilities under this Agreement, or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Sub-recipient or SR Personnel.

2. The Sub-recipient shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the Sub-recipient or SR Personnel.

3. The Sub-recipient shall be responsible for, and deal with all claims brought against it by SR Personnel.

#### **Article XV. Security**

1. The responsibility for the safety and security of the Sub-recipient, SR Personnel and property, as well as for UNDP's property in the Sub-recipient's custody, rests with the Sub-recipient.

2. The Sub-recipient shall:

(a)

put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the Host Country; and

(b)

assume all risks and liabilities related to the Sub-recipient's security, and the full implementation of the security plan.

3. 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 Agreement. Notwithstanding the foregoing, the Sub-recipient shall remain solely responsible for the security of SR Personnel and for UNDP's property in its custody as set forth in paragraph 1 of this Article XV.

#### **Article XVI. Suspension and Early Termination**

1. The Parties recognize that the successful completion of SR Activities and accomplishment of their purposes, as well as the achievement of deliverables and performance targets set forth in the Work Plan, are of paramount importance, and that UNDP therefore may find it necessary to terminate the Agreement, or to modify SR Activities, should circumstances arise that interfere or threaten to interfere with the aforementioned objectives.

2. UNDP shall consult with the Sub-recipient if, in the judgment of UNDP, any circumstances referred to in paragraph 1 of this Article XVI arise. The Sub-recipient shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Sub-recipient, where such circumstances are attributable to it or are within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Agreement on the beneficiaries of SR Activities.

3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Agreement by written notice to the Sub-recipient, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2 of this Article XVI. UNDP may indicate to the Sub-recipient the conditions under which it is prepared to authorize SR Activities by the Sub-recipient to resume.

4. If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNDP has given notice of suspension to the Sub-recipient, UNDP may, by written notice at any time thereafter during the continuation of such cause terminate this Agreement and contract another entity as appropriate. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.

5. The Sub-recipient may terminate this Agreement in cases where a condition has arisen that impedes the Sub-recipient from successfully fulfilling its responsibilities under this Agreement, by providing UNDP with written notice of its intention to terminate this Agreement. Such notice must be provided by the Sub-recipient: (i) at least thirty (30) days prior to the effective date of termination if the SR Activities Ending Date is within six (6) months; or (ii) at least sixty (60) days prior to the effective date of termination if the

SR Activities Ending Date is more six (6) months after the effective date of termination.

6. The Sub-recipient may terminate this Agreement after consultations have been held between the Sub-recipient and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

7. Upon receipt of a notice of termination by either Party under this Article, the Parties shall take immediate steps to terminate SR Activities in a prompt and orderly manner, so as to minimize losses and further expenditures. The Sub-recipient shall undertake no forward commitments and shall return to UNDP, within one (1) month, all unspent SR Funds (where applicable) and Income, all SR Resources, and any other property provided by UNDP, unless UNDP agrees otherwise in writing.

8. In the event of termination by either Party under this Article, UNDP shall reimburse the Sub-recipient only for the costs incurred to perform SR Activities in conformity with the terms and conditions of this Agreement. Reimbursements to the Sub-recipient under the present paragraph, when added to the amounts previously remitted to it by UNDP in respect of SR Activities, shall not exceed the total amount of SR Funds.

9. In the event of transfer of the responsibilities of the Sub-recipient for SR Activities to another entity, the Sub-recipient shall cooperate with UNDP and the said other entity in the orderly transfer of such responsibilities.

#### **ARTICLE XVII. ADDITIONALITY**

The Sub-recipient recognizes that the Global Fund awarded the Project Funds on the condition that the Project Funds are in addition to the normal and expected resources that the Host Country normally receives or budgets from external or domestic sources. In the event such other resources are reduced to an extent that it appears that the Project Funds are being used to substitute for other resources, UNDP may terminate this Agreement upon request from the Global Fund.

#### **Article XVIII. Force Majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph ©, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of this Agreement by UNDP, in accordance with Article XVI, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven (7) days written notice of such termination.

2. In the event that this Agreement is terminated due to causes constituting *force majeure*, the provisions of Article XVI, paragraphs 8 and 9, above, shall apply.

#### **Article XIX. Dispute Settlement**

The Parties shall endeavour to settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to this Agreement, including breach and termination thereof. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules then obtaining. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

#### **Article XX. Privileges and Immunities**

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

#### **Article XXI. Child Labor**

1. The Sub-recipient represents and warrants that neither it, nor SR Personnel are 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.

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2. Any breach of this representation and warranty shall entitle UNDP to terminate this Agreement

immediately upon notice to the Sub-recipient, without any liability for termination charges, or any other liability of any kind of UNDP.

#### **Article XXII. Mines**

1. The Sub-recipient represents and warrants that neither it nor SR Personnel are 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.

2. Any breach of this representation and warranty shall entitle UNDP to terminate this Agreement immediately upon notice to the Sub-recipient, without any liability for termination charges or any other liability of any kind of UNDP.

#### **Article XXIII. Closure of SR Activities and/or the Project**

The Sub-recipient agrees to cooperate with UNDP in providing to the Global Fund upon request all the information and documents required under the grant closure policies and procedures of the Global Fund. This information may include, but is not limited to:

- (a) a description and budget for activities needed to be carried out in order to close the SR Activities in an orderly and responsible manner;
- (b) a list of all health products procured with SR Funds by the Sub-recipient that are not likely to be consumed before the SR Activities Ending Date and a plan for the use, transfer and/or disposal of such items;
- (c) a list of all SR Resources procured by the Sub-recipient using SR Funds; and
- (d) an estimated cash statement as of the SR Activities Ending Date. Such cash statement shall include all interest, foreign exchange gains, tax refunds and revenue from any social marketing activities earned from SR Activities and SR Funds.

#### **Article XXIV. Conflicts of Interest; Anti-Corruption**

1. The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the Sub-recipient shall maintain standards of conflict that govern the performance of SR Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

2. The Sub-recipient and persons affiliated with the Sub-recipient, including SR Personnel, shall not engage in the following practices:

- (e) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by the SR Funds, in which the person, members of the person’s immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- (f) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- (g) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- (h) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- (i) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the Sub-recipient, designed to establish bid prices at artificial, non-competitive levels; or
- (j) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.
- (k) [awarding a contract or contracts to a person or entity included in the UN Ineligibility List.](#)

3. If the Sub-recipient has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article XXIV undertaken by anyone affiliated with the Sub-Recipient, the CCM, the LFA or the Global Fund, the Sub-recipient shall immediately disclose the existence of such practices to UNDP.

## **Article XXV. Sub-sub-recipients**

1. From time to time, the Sub-recipient may, under this Agreement, provide SR Funds to other entities, or make direct payments to third parties on behalf of other entities, to carry out SR Activities (“Sub-sub-recipients”), provided that the Sub-Recipient:

- (a) assesses the capacity of each Sub-sub-recipient to carry out SR Activities that are being assigned to it and selects each Sub-sub-recipient based on the positive results of such an assessment in a transparent and documented manner;
- (b) obtains prior written approval and clearance of UNDP for each selected Sub-sub-recipient;
- (c) enters into an agreement with each approved Sub-sub-recipient subject to, and conforming with the provisions of this Agreement; and
- (d) maintains and complies with a system to monitor the performance of Sub-sub-recipients and assure regular reporting from them in accordance with this Agreement.

2. The Sub-recipient acknowledges and agrees that UNDP’s approval and clearance pursuant to paragraph 1(b) of this Article XXVI, providing SR Funds to Sub-sub-recipients, or making payments on behalf of Sub-sub-recipients to carry out SR Activities does not relieve the Sub-recipient of its obligations and liabilities under this Agreement. The Sub-recipient is responsible for the acts and omissions of Sub-sub-recipients in relation to the Project as if they were the acts and omissions of the Sub-recipient.

## **Article XXVI. Amendments**

This Agreement and/or its Annexes may be modified or amended only by written agreement between the Parties.

## **Article XXVII. Confidentiality**

The Sub-recipient 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 by prior written authorization of UNDP; nor shall the Sub-recipient at any time use such information to private advantage. These obligations do not lapse upon completion of SR Activities, the SR Ending Date or termination of this Agreement.

## **Article XXVIII. Additional Provisions**

1. The Sub-recipient shall ensure that all insurance policies required to be purchased under this Agreement (except workers’ compensation insurance) shall:

- (a) name UNDP as an additional insured party;
- (b) include a waiver of subrogation of the Sub-recipient’s rights to the insurance carrier against UNDP; and
- (c) provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

2. The Sub-recipient shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article XXIX.

3. The Sub-recipient understands that UNDP is responsible for monitoring and evaluating SR Activities and the Project as a whole. The Sub-recipient agrees to cooperate with UNDP in such monitoring and evaluation and to perform every obligation set forth in a monitoring and evaluation plan to be agreed to by the Parties.

4. The Sub-recipient further understands that UNDP may conduct an independent evaluation of the Project, which may include SR Activities and which will focus on results, transparency, and substantive accountability. The Sub-recipient agrees to cooperate fully in the execution of such evaluation.

5. The Sub-recipient shall allow authorized representatives of UNDP, the Global Fund, and/or their designated agents, to visit its sites on an ad hoc basis, at the time and place designated by these entities. The purpose of such ad hoc site visits is to allow UNDP, the Global Fund, and/or their designated agents to oversee SR Activities, including the verification of data contained in reports on SR Activities, as well as to determine whether value for money has been obtained.

6. The Sub-recipient 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 Agreement, or by reason of any other claim or demand against the Sub-recipient.
7. The Sub-recipient agrees to notify UNDP immediately upon receipt of any donor funds targeted towards any similar purposes and objectives as SR Activities and to provide UNDP all details thereof.
8. This Agreement is subject to the special terms and conditions specified in Annex 4.