



## REQUEST FOR PROPOSAL (RFP)

	<b>DATE</b> May 12, 2017
	<b>REFERENCE:</b> RFP-ZIM-GF-031-2017 Electronic Logistics Management Information System (e-LMIS): Zimbabwe

Dear Sir / Madam:

We kindly request you to submit your Proposal for institutional Consultancy work on **Electronic Logistics Management Information System (e-LMIS): Zimbabwe**. Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or **before Wednesday, May 31, 2017** and via email, courier mail or fax to the address below:

**United Nations Development Programme  
GFATM Programme Management Unit  
Block 7, Arundel Office Park  
Norfolk Road, Mt. Pleasant  
Harare, Zimbabwe**

**TENDER NO: RFP-ZIM-GF-031-2017  
zw.bids.gfatm@undp.org**

**DEADLINE: 31 May 2017 at 13:00 HRS Harare local time  
"NOT TO BE OPENED BY REGISTRY" United Nations Development Programme**

Your Proposal must be expressed in the English Language, and valid for a minimum period of **120 Days**.

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Osama Hussian*  
*PSM Specialist*

## Annex 1

Context of the Requirement	Electronic Logistics Management Information System (e-LMIS): Zimbabwe			
Implementing Partner of UNDP	Ministry of Health and Child Care			
Brief Description of the Required Services <sup>1</sup>	Electronic Logistics Management Information System Consultancy			
List and Description of Expected Outputs to be Delivered	<b>Activities</b>	<b>Outputs</b>	<b>Comments</b>	<b>Timeline (from contract signing) and from previous activity</b>
	Identify high level user requirements/Project definition	User Requirements document	The consultant will have to come up with an agreed upon user requirements document with contributions from the necessary stakeholders.	2 days
	Finalize technical and functional specifications	Technical Report	Through consultation with stakeholders and draft documents available	14 days
	Review regional and in country LMIS	Technical Report	Will involve study of existing reports from visits in the region as well as interviews with users of in country systems and those who visited regional systems	3 days
	Recommend appropriate software	Business Case document	Consult with eLMIS TWG and stakeholders. Summarise the technical and financial analysis and outlay the pros and cons of reviewed systems.	14 days
	Drafting project documents	Inception Report	Draft Concept note available among other Ministry Documents which include 1. E Health Policy 2. MOHCC Strategic Plan	28 days
		Assessment Reports		
		Human Resources and training Plan		

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

		Project Roadmap (detailing implementation activities and timelines)	3. DPS Strategic Plan 4. Comprehensive Assessment of Supply Chain Management 5. Other documents per request	
	Assessments	LAN Assessment Report	Consult AIDs and TB Programme, other MOHCC departments and UNDP who have done some work on LAN at facilities	28 days
		Assessment Report of usable hardware at targeted facilities	Consult MOHCC	
	Quantification of Hardware and Software Needs	Quantification Report	Consult MOHCC	14 days
	Specification of hardware and software for procurement	Final specifications of hardware and software for procurement	Consult MOHCC, UNDP	14 days
	Training of developers and TOTs	Training Curriculum	Developers will train system IT officers in provinces. TOT for project team for cascade trainings to facility staff	14 days
	Project closure and implementation of the operationalization plans. Drafting of System SLAs and helpdesk SOPs	Operationalization plans, Job Descriptions and SOPs Stakeholder meeting	Consultant must do this exercise before closing work on this project	14 days
Person to Supervise the Work/Performance of the Service Provider	Sifiso Moyo, UNDP PSM Manager in liaison with Misheck Ndhlovu, MoHCC.			
Location of work	Harare			
Special Security Requirements	N/A			
Implementation Schedule indicating breakdown and	<input checked="" type="checkbox"/> Required			

timing of activities/sub-activities	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Key personnel will be evaluated and scores allocated.
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	UNDP/MoHCC
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award and assessment of proposal	<b>Combined Scoring Method</b> , using the 60% and 40% distribution for technical and financial proposals respectively, where the minimum passing score of the technical proposal is 70%. Please see <b>annex 2</b> for the detailed description of the evaluation process.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider

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

Annexes to this RFP <sup>3</sup>	<input checked="" type="checkbox"/> Evaluation process – scoring guideline (annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 4) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5) <sup>4</sup>
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	<p><i>Roy Eusen, Sifiso Moyo (PSM)</i></p> <p><a href="mailto:zw.psm.gfatm@undp.org">zw.psm.gfatm@undp.org</a>; <a href="mailto:roy.eusen@undp.org">roy.eusen@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	Electronic/Email Tender submissions should not be more than 6MB each. Only two separate submissions shall be allowed, that is 1. Technical Proposal and 2) Financial Proposal

<sup>3</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>4</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>5</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 received.

## Annex 2

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Proposed System and Approach	40%	400					
2.	Expertise of Firm / Organization Submitting Proposal	30%	300					
3	Management Structure and Qualification of Key Personnel	30%	300					
	<b>Total</b>		<b>1000</b>					

Technical Proposal Evaluation Form 1			Points obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Proposed System and Approach (40%)</b>								
1.1	To what degree does the Offeror fulfil the requirements. <i>Detailed approach and systems in place is required.</i>	200						
1.2	To what degree does the Offeror fulfil the requirements with regards experience and the nature of services requested.	100						
1.3	To what degree does the Offeror fulfil the requirements with regards supplier qualification/key services and skills needed?	100						
<b>TOTAL:</b>			<b>400</b>					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of Firm / Organization Submitting Proposal (30%)							
1.1	Previous Experience in providing the services included in this RFP – Company Profile and Technical submission should prove such experience.	150					
1.2	Certificates and accreditation - including operating licenses with regards transportation or courier services, quality certificates, any relevant certificates or documentation or other awards to be submitted along with the bid. Two Trade Reference Letters should also be included.	150					
TOTAL:		300					

Technical Proposal Evaluation Form 2		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Management Structure and Qualification of Key Personnel (30%) This evaluation will be performed on the Team Leader and any one of the proposed project management staff.							
1.1	Relevant Advanced degree in IT, Business Management, Logistics, Supply Management, or any other relevant fields of study electronic enterprise resource systems.	100					
1.2	Experience working in Zimbabwe or the African Region	100					
1.3	Professional working Experience in providing the services included in this RFP – <i>CVs should prove such experience. CVs of the Lead Consultant, IT Consultant and Pharmacy/Logistics Consultant will be evaluated here on a 40/30/30 scale.</i>	100					
TOTAL:		300					



### **ANNEX 3. TERMS OF REFERENCE**

#### **Electronic Logistics Management Information System Terms of Reference for Consultancy**

**A. Project Title: Electronic Logistics Management Information System: Zimbabwe**

**B. Project Description**

Zimbabwe is working on identification of an electronic logistics management information system for use through a phased approach at clinic, district, and provincial and central hospitals. Phase one will cover 655 facilities in 2018, phase 2 (700 facilities) in 2019 and 160 facilities in Phase 3 (2020) This is in line with the Ministry of Health and Child Care (MOHCC) vision of an integrated system that will manage all medicines, selected laboratory products and other functionalities. Users of the system will be health facility staff at clinics, hospitals and central level. Access will be in line with security arrangements with staff able to enter, view and change orders depending on access rights assigned. An estimated 3,000 staff will be assigned data entry roles, 250 supervisory roles and 40 super users. The project will ride in part on the existing investments in internet connectivity and hardware at facilities and central level. The system will link with National Pharmaceutical Company (NatPharm) for order processing and sharing of essential data elements for decision making by stakeholders.

To commence the project an electronic logistics management information system technical working group (eLMIS TWG) was constituted in February 2016 and tasked with driving the project. The team visited Zambia and Rwanda on a learning visit of those countries' systems. In addition, local system capabilities have been analyzed.

Current systems in place include electronic patient management system (ePMS), Tri-med, Microsoft Dynamics Navision based ZISHAC and Top Up and ePOC, and however, these are limited in scope as compared to the country's requirements. For the functionalities of the systems above see **Annex 1** and for comparison of existing system and the two systems for Zambia and Rwanda that the team visited see also Annex 1. It was recommended through a stakeholder meeting that a system similar to one in Rwanda and Zambia be adopted to meet the country's specifications.

Business processes expected to be fulfilled by system are;

- Inventory control at facility level
- Ordering
- Transport management/distribution
- Receiving
- Pooled Procurement at district level also covering facilities
- Reporting – stock status, feedback and customized reports from all levels
- Dispensing

Considering the work required the stakeholders have recommended the engagement of a consultancy firm and a dedicated project manager. A firm with the required skills mix to execute a project of this magnitude will be highly recommended. The consultancy is required to work closely with the project

manager, eLMIS TWG, NatPharm, ZNFPC, Directorates of Pharmacy and Laboratory Services, AIDS & TB Unit, other Ministry departments and procurement and supply chain management (PSM) partners.

The system will assist the Ministry in making quality data driven decisions at all levels and support the facilities in the proper management of commodities. The system will mitigate against risk of stock outs and expiries, it will also reduce the workload in the paper based system and increase accountability. The Global Fund Office of the Inspector General (OIG) summarized the challenges and the associated risks observed during the country visit see [Annex 2 \(OIG Report, Zimbabwe\)](#)

### **C. Scope of Work**

Activities expected to be undertaken by consultant in consultation with stakeholders are:

- a. Identify and document the high level LMIS user requirements through involvement of all stakeholders.
- b. Review LMIS applications in the region for suitability to the Zimbabwean context. This may involve studying existing documentation on the visits made to the region as well as interviews. See annex 3 (Zambia and Rwanda Reports of the Visits)
- c. Finalize functional, technical and integration specification for the eLMIS
- d. Assess and analyze the local LMIS systems in use and compare with the Rwanda and Zambia system as per reports available..
- e. Analyze the existing requirements and related documentation while taking into consideration stakeholder submissions in order to recommend an appropriate eLMIS system.
- f. Recommend LMIS software and hardware solutions.
- g. Costing the project, disaggregated per component
- h. Produce a customization guideline for the system to meet the specifications.
- i. Assess local area network assessments (LAN) for the rollout of the new system in an integrated way (document the delineation and overlap areas with the existing systems)
- j. Assessment of available usable computers and other hardware at the targeted facilities (infrastructural gap analysis)
- k. Quantify required additional hardware, software and consumables for roll out.
- l. Draft specifications of the additional hardware, software and consumables for procurement
- m. Produce the following documents as deliverables:
  - a. Inception report
  - b. High level User requirements
  - c. Assessment reports
  - d. Human resources Plan for eLMIS
  - e. Business Case
  - f. Produce a Monitoring and Evaluation Plan

**D. Expected Outputs**

Activities	Outputs	Comments	Timeline (from contract signing) and from previous activity
Identify high level user requirements/Project definition	User Requirements document	The consultant will have to come up with an agreed upon user requirements document with contributions from the necessary stakeholders.	2 days
Finalize technical and functional specifications	Technical Report	Through consultation with stakeholders and draft documents available	14 days
Review regional and in country LMIS	Technical Report	Will involve study of existing reports from visits in the region as well as interviews with users of in country systems and those who visited regional systems	3 days
Recommend appropriate software	Business Case document	Consult with eLMIS TWG and stakeholders. Summarise the technical and financial analysis and outlay the pros and cons of reviewed systems.	14 days
Drafting project documents	Inception Report	Draft Concept note available among other Ministry Documents which include 6. E Health Policy 7. MOHCC Strategic Plan 8. DPS Strategic Plan 9. Comprehensive Assessment of Supply Chain Management 10. Other documents per request	28 days
	Assessment Reports		
	Human Resources and training Plan		
	Project Roadmap (detailing implementation activities and timelines)		

<b>Assessments</b>	<b>LAN Assessment Report</b>	<b>Consult AIDs and TB Programme, other MOHCC departments and UNDP who have done some work on LAN at facilities</b>	<b>28 days</b>
	<b>Assessment Report of usable hardware at targeted facilities</b>	<b>Consult MOHCC</b>	
<b>Quantification of Hardware and Software Needs</b>	<b>Quantification Report</b>	<b>Consult MOHCC</b>	<b>14 days</b>
<b>Specification of hardware and software for procurement</b>	<b>Final specifications of hardware and software for procurement</b>	<b>Consult MOHCC, UNDP</b>	<b>14 days</b>
<b>Training of developers and TOTs</b>	<b>Training Curriculum</b>	<b>Developers will train system IT officers in provinces. TOT for project team for cascade trainings to facility staff</b>	<b>14 days</b>
<b>Project closure and implementation of the operationalization plans. Drafting of System SLAs and helpdesk SOPs</b>	<b>Operationalization plans, Job Descriptions and SOPs Stakeholder meeting</b>	<b>Consultant must do this exercise before closing work on this project</b>	<b>14 days</b>

**E. Institutional Arrangement**

- a) The consultant(s) is expected to work together with MOHCC, DPS, AIDS and TB, Directorate of Laboratory Services, NatPharm and other MOHCC departments. They will also liaise with UNDP, Project manager and eLMIS TWG. The organizations will provide information when required.
- b) Report to the Director of Pharmacy Services (supervising authority) weekly and at the end of each major activity/outputs and share report. The approving authority (UNDP) reporting will be the same and any other specific reporting requirements.
- c) Other PSM partners such as Global Health Supply Chain Management – Procurement and Supply Chain (GHSC-PSM), UNDP, UNFPA, CHAI, WHO, DFID, HDF will work with the consultant. Partners will, through the eLMIS TWG inform of any support to the project they may offer and other assistance.
- d) Office space will be provided to facilitate the work. Transport will not be provided.

**F. Duration of the Work**

- e) The work is expected to be complete in 6 months from the date of signing of contract.
- f) Each output in expected outputs (d) above should be signed for by the approving authority (UNDP)
- g) Approving authority and supervising authority to communicate with consultant on specific issues and seek ways of making the work proceed.
- h) The project is time bound and it is of essence that the activities are completed in the allocated time.

**G. Duty Station**

- a) The Consultant(s) will be based at Ministry of Health and Child Care offices, Harare
- b)

**H. Qualifications of the Successful Contractor**

- A well-established management consultant firm Need firm of good reputation, possessing the required knowledge/skills/competencies.
- Specific skills include: process management, change management, knowledge management, process re-engineering specialist, resource mapping specialist, a strong ICT acumen, project management specialist
- Must be able to map the integration of decentralized and specialized systems (mapping of relationships while differentiating areas of specialization)
- An advanced qualification and strong understanding of the pharmacy management and logistics information Good at scope delineation among closely related functions
- Must a minimum of 10 years track record in the areas of specialization required in this tender. Experience in Zimbabwe, the Region and positive past experience in working for UNDP, the GFATM and/or other bilateral/multilaterals are added advantage.

<b>Qualification/Assessment Criteria</b>	<b>Lead Consultant</b>
<b>Qualifications/training in field relevant to the proposal</b>	<b>A Management Master's degree in related field</b>
<b>Certification in relevant platforms/systems</b>	<b>Certification in PMP/PRINCE2/PMbok</b>
<b>Professional Experience in the area of specialization</b>	<b>Ten (5-10) years' experience in software project management experience.</b>
<b>Experience with specific platforms/systems</b>	<b>Proven experience and work record with data analytics and modelling environments</b>
<b>Knowledge and experience in the region</b>	<b>Experience in developing country contexts, including Zimbabwe.</b>
<b>Working environment</b>	<b>Experience working with software which manages and performs complex processes on very large data sets including experience addressing performance issues and database synchronization and catching.</b>

<b>Qualification/Assessment Criteria</b>	<b>IT Consultant</b>
<b>Qualifications/training in field relevant to the proposal</b>	<b>An IT Masters degree or related field</b>
<b>Certification in relevant platforms/systems</b>	<b>Relevant certification in IT</b>
<b>Professional Experience in the area of specialization</b>	<b>At least 5 years' experience in programming and software project management experience.</b>

<b>Qualification/Assessment Criteria</b>	<b>IT Consultant</b>
<b>Experience with specific platforms/systems</b>	<b>Proven experience and work record with data analytics, development and modelling environments</b>
<b>Knowledge and experience in the region</b>	<b>Experience in developing country contexts, including Zimbabwe.</b>
<b>Working environment</b>	<b>Experience working with software which manages and performs complex processes on very large data sets including experience addressing performance issues and database synchronization and catching.</b>

<b>Qualification/Assessment Criteria</b>	<b>Pharmacy/Logistics Consultant</b>
<b>Qualifications/training in field relevant to the proposal</b>	<b>A Pharmacy and/or related Logistics Advanced degree</b>
<b>Professional Experience in the area of specialization</b>	<b>At least 5 years' experience in pharmacy logistics systems</b>
<b>Experience with specific platforms/systems</b>	<b>Proven experience and work record in managing pharmacy /laboratory logistics systems</b>
<b>Knowledge and experience in the region</b>	<b>Experience in developing country contexts, including Zimbabwe.</b>

The following table shows the milestone activities and the percentage of the total cost payable subject to satisfactory delivering the output associated with the activity. In addition, the supervising authority should recommend for the payment after reviewing the work for the activity and outputs. Lead time for reviewing and recommendation by supervising authority will be one week and for payment will be per UNDP policies. The final schedule of payment to be agreed with consultant

#### Consultancy Payment Schedule

Milestone Activity	Payment Schedule (Percentage of agreed Costs) Percentage of Costs
Finalize technical and functional specifications	30%
Recommend appropriate system	
Drafting project documents	
Assessments	30%
Quantification of Hardware and Software Needs	
Specification of hardware and software for procurement	
Customization of system	40%
Training of developers and TOTs	

#### J. Recommended Presentation of Proposal

1. Brief introduction to the consultancy firm /individual
2. Introduction to the project as understood by consultant
3. Experience and traceable references of similar projects
4. Proposed total costs and variations of timelines for the consultancy

#### K. Annexes to the TOR

Existing literature or documents that will help provide Proposers with a better comprehension of the project situation and the work required should be immediately provided as annex/es to the TOR, especially if such literature or documents are not confidential.



## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>6</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated **5/12/2017**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Proposed Methodology for the Completion of Services

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

### B. Qualifications of Key Personnel

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

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

<sup>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>7</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Expertise of Firm / Organization Submitting**

*The Service Provider must have a track record that proves:*

- d) they have the experience in providing the services included in this RFP.*
- e) they have experience in Africa in the services included in this RFP.*

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	<i>Deliverable 1: Provision of Transportation and related courier handling for movement of 1kg packs to and from 227 Sites across Zimbabwe (to national laboratories).</i>		
	<i>Total</i>	<i>100%</i>	

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

**E. Cost Breakdown by Cost Component N/A**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>

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

*[Designation]*

*[Date]*

### ***General Terms and Conditions for Services***

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

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

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

#### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**



- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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