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REQUEST FOR PROPOSALS

RFP-ZIM-GF-047-2017 - HIV Grant -2017 Key Population Sub-Recipient

UNDP - Global Fund funded HIV Grant

Zimbabwe

United Nations Development Programme

11 July 2017

Section 1. Letter of Invitation

Zimbabwe
11 July 2017

Tender process for the selection of a Key Population Sub-Recipient

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
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security *Not Required*
- Section 9 – Form for Performance Security *Not Required*
- Section 10 – Form for Advanced Payment Guarantee *Not Required*
- Section 11 – Sub-Recipient Agreement

Your offer, comprising of a Technical and Financial Proposals, 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
Global Fund Programme Management Unit
Block 7, Arundel Office Park
Mt Pleasant, Harare
Zimbabwe

Attention: Procurement Specialist, Global Fund

The letter should be received by UNDP no later than **10:00 a.m. Harare Time, 4 August 2017**. 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,

Osama Hussian

Procurement Specialist,

UNDP Zimbabwe

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 because 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/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> 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;¹ or

¹ This does not apply to individuals who participated in the development of the Concept Note and subsequent Terms of Reference for the New Funding Model.

- 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://www.un.org/depts/ptd/pdf/conduct_english.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 understanding of the assignment and respond to the Terms of Reference by identifying the specific components proposed and 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 sub-contracted to SSRs and other implementers (provide clear implementation plan) and how many as well as the associated cost; 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 licences 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. If applicants achieve the minimum technical score in the first stage, they will then proceed to the capacity assessment state in the second stage.

29.3 In the third and final 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:

$$\begin{array}{r} \text{(TP Rating) x (Weight of TP, e.g. 70\%)} \\ + \text{(FP Rating) x (Weight of FP, e.g., 30\%)} \\ \hline \textbf{Total Combined and Final Rating of the Proposal} \end{array}$$

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/protestandsanctions/> 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/content/undp/en/home/operations/procurement/protestandsanctions/>

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.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	RFP-ZIM-GF-047-2017 - HIV Grant -2017 Key Population Sub-Recipient
2		Title of Services/Work:	Acting as Sub-Recipient to support implementation of approved Key Population activities under the HIV grant as outlined under the 2018-2020 Funding Request Proposal to the Global Fund
3		Country / Region of Work Location:	Zimbabwe
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>Time: 10:00 am, Harare Time Date: 14 July 2017 Venue: UNDP Zimbabwe Block 11, Arundel Office Park Mt Pleasant, Harare Zimbabwe</p> <p>The UNDP focal points for the arrangement are:</p> <p>Osama Hussian Email: osama.hussian@undp.org</p>

			<p>Roy Eusen Email: roy.eusen@undp.org</p> <p>PSM Team Programme Management Unit, UNDP Email: zw.psm.gfatm@undp.org</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ²	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	26 July 2017
17	B.10.1	Contact Details for submitting clarifications/questions ³	<p>PSM Team Osama.hussian@undp.org Roy.eusen@undp.org UNDP Programme Management Unit Email: zw.psm.gfatm@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email, and posting on the UNDP website.

² 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.

³ 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.

		to the RFP and responses/clarifications to queries	
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 Copies: 2
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>Submission of quotes by courier service/hand delivery:</p> <p>Your offer should be deposited into the PMU <u>Tender Box</u> located at the foyer (facing the security desk) of Arundel Office Park, Block 7, no later than 4 August 2017 by 10:00 a.m. Harare local time.</p> <p>UNDP Zimbabwe Programme Management Unit Block 7, Arundel Office Park Mt Pleasant, Harare Zimbabwe ATTENTION: BID OPENING COMMITTEE SEALED BID NO: RFP-ZIM-GF-047-2017 - HIV Grant -2017 Key Population Sub-Recipient DEADLINE: 4 August 2017 by 10:00 a.m. Harare local time.</p> <p>NOT TO BE OPENED BY REGISTRY</p> <p>Submission of quotes to a secured email:</p> <p>Your offer, in emails, should reach the email address of: zw.bids.gfatm@undp.org no later than 4 August 2017 by 10:00 a.m. Harare local time, with the subject heading of RFP-ZIM-GF-047-2017 - HIV Grant -2017 Key Population Sub-Recipient</p>
21	C.21 D.24	Deadline of Submission	Date and Time: 4 August 2017 by 10:00 a.m. Harare local time.
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁴
23	D.23.2 D.26	Conditions and Procedures for electronic submission	<input checked="" type="checkbox"/> Official Address for e-submission: zw.bids.gfatm@undp.org

⁴ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

		and opening, if allowed	<input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Max number of email transmissions allowed is three, broken down as follows: Not more than two e-mails for the technical proposal, and only one for the File Size per transmission: Each e-mail should not exceed 5MB. <input checked="" type="checkbox"/> Mandatory subject of email: RFP-ZIM-GF-047-2017 - HIV Grant -2017 Key Population Sub-Recipient
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: 4 August 2017, 12:00 p.m., local Harare time Venue: UNDP Zimbabwe Programme Management Unit Block 7, Arundel Office Park, Mt Pleasant, Harare, Zimbabwe
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% .
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages , including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation, if any <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report

			<input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> 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.
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	N/A
29	C.15.2	Latest Expected date for commencement of Agreement	1 January 2018
30	C.15.2	Expected duration of Agreement (Target Commencement Date and Completion Date)	1 January 2018 - 31 December 2020
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Technical and Financial Evaluation Criteria. Award based on highest cumulative Tech-Fin score
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with

			or without notice to the bidder; <input checked="" type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> Others <i>Signing of the contract by UNDP and Awardee plus written declaration by the Awardee that she shall commence performance on the agreed start date.</i>
35		Other Information Related to the RFP	

Technical evaluation criteria

All applicants will be scored using the following criteria: The first stage of the evaluation is the technical evaluation, with a total score of 800 points. Please note that only those bidders who meet **70% (560 points)** overall of the technical evaluation, will have their financial proposals considered. The Financial Evaluation attracts 300 points and carries 30% weight. The combination of the technical and financial proposals will determine the overall best bidder for consideration as SR for the Key Population activities.

Please note that there are four sections in the technical evaluation criteria. The minimum score required for each section is 50%. Where a bidder scores less than 50% in any of the four areas, this will disqualify the bidder from progressing to the next stage of the evaluation process regardless of the overall total.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Required Minimum pass mark for each Category
1.	Expertise of Firm / Organization	31.25%	250	125
2.	Proposed Methodology, Approach and Implementation Plan	31.25%	250	125
3.	Management Structure and Key Personnel	25%	200	100
4.	Capacity Assessment	12.5%	100	50
Total			800	

Technical Proposal Evaluation Form 1			Points obtainable
	Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff /Credibility / Reliability / Industry Standing with focus on HIV interventions, preferably with Key Population.		40
	- registered under relevant laws of Zimbabwe complying with all national laws and regulations	10	
	- allowed to work throughout Zimbabwe	10	
	- able to enter an agreement with UNDP	10	
	- able to receive funds from outside the country within the Zimbabwean government's purview.	10	
1.2	General Organizational Capability which is likely to affect implementation		150
	- functioned for at least five years in Zimbabwe with demonstrated strong programme management capacity with focus on HIV interventions for Key Population. (20 Points will be awarded for 5 years' experience and above and zero point for less than 5 years' experience)	20	
	- Evidence of demonstrated experience working with high-level government, national and international agencies (including UN agencies) and donors, capable to advocate effectively for Key Population intervention at the national level. (Fully meet the set	10	

	requirements will attract 10 points; 5 points to awarded to bidders who have only working experience with Government of Zimbabwe or UN; Zero points if bidders have no experience with Government of Zimbabwe or the UN system)		
	- Proof of sufficient programme management capacity with adequate national systems and project management controls in place throughout the country	10	
	- Evidence of good track record of timely and results-based implementation of projects	10	
	- Proof of overall capacity building experience, preferably with Key population (including building their capacity in the following functional areas: Finance and administration, human resources, procurement and HIV service delivery, advocacy, research and monitoring and evaluation), preferably with Key population NGO/CSO (Full point will be awarded to bidders who satisfy all the criteria requirement; the points will decrease by 2 points if one of the mentioned criteria is not mentioned).	10	
	- Evidence/proof of sound financial management system in place that should include system to: 1. Correctly record all transactions and balances, including those to be supported by the Global Fund; 2. Support the preparation of regular, reliable financial statements; 3. Management of cash; 4. Dedicated bank account; 5. Safeguard property funded under the programme; and 6. Are subject to acceptable auditing arrangements (each of the above 6 evaluation criteria carry equal points)	15	
	Audited financial statement by independent Auditor that could prove SR financial stability and project financing capacity and ability to support key positions and organizational functions not related to the proposed programme activities (Attached a more recent audited financial statement).	15	
	- Robust monitoring and evaluation system that collect and record national programmatic data with appropriate quality control measures; support the preparation of regular and reliable programmatic reports; and make data available for evaluation and other studies - Effective human resource policies and procedures. - Effective asset management system to safeguard grant assets.	40	
1.3	Demonstrated ability to advocate government (Cabinet, parliament, etc.), donors, CSO, etc. to create enabling environment for implementation of Key Population activities		20
1.4	Experience in managing SSRs to carry out Global Fund activities or contractors providing goods and services is an asset		10
1.5	Quality assurance procedures, warranty, internal control systems, conflict of interest, accountability, transparency and risk management framework/policies, transparent decision-making. (Maximum points of 25 will be given to bidders with third-party certification for related services (QMPS and ISO 9001). Bidders who have no third party-party certification and can		30

	prove that they have strong quality assurance mechanisms systems or policy in place will be awarded 70% of the maximum points).		
Total Part 1			250

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	20
2.2	Have the important aspects of the task been addressed in sufficient detail?	40
2.3	Are the different components of the project adequately weighted relative to one another?	10
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?	15
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?	50
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
2.8	Is there a realistic proposal of counterpart funding and source?	10
2.9	Has the bidder proposed a coordination mechanism and how does this align to the national coordination mechanisms for the national response and how will these mechanisms effectively ensure smooth implementation of Key Population activities	10
2.10	Are the proposed measures by the bidder to mitigate the risk of implementing the grant respond adequately to the risks identified by the GF and how realistic and effective are these measures?	15
Total Part 2		250

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	Management Structure proposed for programme implementation	50
3.1.1	Satisfactory proposed structure for SR will attract max 30 points	30
3.1.2	Satisfactory proposed structure for SSRs and other implementers for the implementation of the activities will attract 20 points	20
3.2	Key Personnel Adequate health care expertise (relating to HIV and AIDS, tuberculosis and/or malaria) and cross-functional expertise (finance, legal, M&E)	100
3.2.1	General qualification/experience of Task Manager (e.g. Executive Director, Chief Executive). (Attract full score of 50)	50

3.2.2	General qualification/experience of Senior Expert (e.g. Programme/Technical Director) Attract a full score of 50, detailed as follows: Finance Master degree in Finance with 3 years' relevant experience (full score is 10) no Master zero score, no 3-years relevant experience Zero score Legal Master degree in Law with 3 years' relevant experience (full score is 10) no Master zero score, no 3 years' relevant experience Zero score M&E Master/Diploma/certificate degree in Finance with 3 years' relevant experience (full score is 10) no Master/certificate/Diploma zero score, no 3 years' relevant experience Zero score	50	
3.2.3	Composition of Proposed Team for Programme Implementation		50
	Total Part 3		200

SR Capacity Assessment Form 4		Points Obtainable
Management Structure and Key Personnel		
4.1	Capacity to Perform functions as an SR and Manage and coordinate the Global Fund Grant as per set guidelines to achieve Grant Objectives	20
4.2	Demonstration of Management Capacities to implement and Manage SSR program activities for timely program implementation and resource management by SSR.	15
4.3	Demonstration of core operational capacities in program and financial management context	15
4.4	Demonstrated Capacity Development Initiatives/activities done or planned to bridge any performance gaps	10
4.5	Governance, Financial and Programme Management Systems in place	20
4.6	Monitoring and Evaluation Systems in place	20
	Total Part 4	100

Section 3: Terms of Reference (TOR)

A. *Project Title*

Implementation of the Zimbabwe Global Fund HIV grant to contribute to the “Zimbabwean National Strategy Plan of “Commitment towards fast tracking 90-90-90 targets by 2020 and ending AIDS by 2030” (the ‘Project’).

UNDP is seeking for a registered institution in Zimbabwe with demonstrated experience to serve as a Sub-Recipient to coordinate and manage the implementation of the Key Population activities of the new Global Fund grant (2018-2020) as outlined in this RFP.

3.1. Project Description

Overview of the HIV Epidemic in Zimbabwe

Zimbabwe has an estimated 1.4 million people living with HIV (PLHIV), 1.2 million of whom are between the ages of 15 and 64. Adult HIV prevalence has steadily decreased over the last ten years, declining from 18.1% in 2005 to 13.8% in 2015 (Figure 1). Prevalence among children (0-14) is estimated at 1.6%. While the epidemic has declined among both men and women (15-49), women continue to bear disproportionate burden with prevalence levels of 16.7% compared to 10.5% among men in 2015. The same gender disparity is true for new infections, where women have an HIV incidence of 0.67%, compared to 0.28% among men (15-49).

Spatial Distribution of HIV Prevalence: HIV prevalence varies substantially by region and by district. The findings of the 2015 Zimbabwe Demographic and Health Survey (ZDHS) shows that Matabeleland South has the greatest burden, with adult prevalence of 21.5%. Comparatively, Manicaland has the lowest prevalence at 10.5%. Manicaland has, however, high estimated incidence, making it an important region to focus prevention efforts.ⁱ Zimbabwe’s 2015 Hot Spot Analysis helps explain these variations by overlaying HIV prevalence data with epidemic drivers such as STI prevalence, teenage pregnancy and condom knowledge, to create risk profiles for each district. The analysis shows that all districts of Matabeleland South as well as Bulawayo, Bubi, Nkayi, Mazowe and Marondera are HIV risk hotspots.

Vertical Transmission Estimates: Recent vertical transmission estimates show that considerable progress has been made, with the early 2016/2017 data indicating 5.2% transmission at 18 months. This is a demonstration of a significant decline from 30% in 2009. This early data suggests that Zimbabwe has the potential to achieve the international threshold for virtual elimination of vertical transmission (eMTCT) (<5% at 18 months), if strategic investments are sustained over the next three years. The Government of Zimbabwe has made a commitment to get to validation of eMTCT of both HIV and syphilis. However, early infant diagnosis (EID) remains a challenge, with EID by 6 weeks among HIV-exposed infants estimated as low as 45%. Linkages to TB services for exposed infants are also a persistent challenge, and better integration is required to improve this aspect of Zimbabwe’s response.

Zimbabwe’s modes of transmission study (ongoing) shows that the greatest number of new infections – more than 16,000 a year – occur among never married women. Adolescent girls and young women (AGYW) experience dramatically disproportionate burden and risk factors. For example, young women (20-24) have HIV prevalence 2.78 times greater than their male peers. 17.1% of women aged 15-19 who had sex in the last year did so with a partner that was ten or more years older (up from 15.2% in 2010 and

7.5% in 2005). Further, 41% of girls report sexual debut before 18 years as unwanted and rates of transactional sex are high, and increasing. The HIV prevalence among young women (18-24) with two or more transactional sex partners in the last six months is estimated at 32%, compared to 10% among those who have never had transactional sex. Interventions which address the social and structural factors that fuel intergenerational, forced and/or transactional sex - particularly gender inequality and sexual and gender-based violence (GBV) - are critical for preventing HIV among AGYW. Given that less than half of young people in Zimbabwe are knowledgeable about HIV prevention methods (46% among women and 47% among men), improved Comprehensive Sexuality Education (CSE) is also critical.

HIV sub-epidemics among other key and vulnerable populations in Zimbabwe also signal the need for a more targeted response. Preliminary results from the modes of transmission study show nearly 4000 new HIV infections a year among female sex workers (with a prevalence around 57.1%) and nearly 2000 new infections each year among men who have sex with men (MSM) (with a prevalence of about 23.5%). HIV prevalence among the wider LGBT community has been linked to risks associated with forced sex, a key gender-related consideration. People with disabilities are twice as likely to self-report having HIV as those without disabilities. Among prisoners, HIV prevalence is estimated at 28% in 2015 (26.8% among male detainees and 39% among female detainees). Criminalization, stigmatization and marginalization drive both higher rates of infection and lower uptake of services. Indeed, the 2014 PLHIV Stigma Index found that 90.8% of sex workers, 77.8% of MSM, 64.5% of people with disabilities and 100% of prisoners reported experiencing stigma and discrimination. Interventions for Key Populations must include activities to remove human rights barriers to access, creating more enabling environments to scale HIV services.

Though prevention gaps persist, the treatment cascade in Zimbabwe suggests the country is on track to achieve the 90-90-90 targets if current investments are sustained and strategies to scale-up testing uptake are explored, particularly among young people, men and key and vulnerable populations. As of 2016, 74.2% of all PLHIV know their status, 86.8% of those are on treatment (translating to 909,508 people as of 2016) and 86.5% of people on treatment are virally suppressed. Although the country has achieved high treatment coverage, issues of quality and retention in care remain a challenge. Investments in treatment, care and support must respond to these gaps.

National and provincial-level 90-90-90 analyses clearly indicate that the largest “leak” in Zimbabwe’s treatment cascade is ensuring that PLHIV know their HIV status. Therefore, strategies to increase testing are a key focus of this project. Removing stigma and other human rights barriers to accessing HIV testing services (HTS) are critical considerations.

Progress towards 90-90-90 among adolescents and young people in Zimbabwe is distinctly lagging compared to the adult population cascade. This is largely driven by a significant gap in achieving the first 90; among young people aged 15-24, just 52% know their HIV status. Further, the ZIMPHIA survey results indicate that prevalence of viral load suppression is markedly lower among youth aged 15-24, at 48.6% among HIV-positive females and 40.2% among HIV-positive males.

Treatment cascades for sex workers also reveal significant gaps that are particularly pronounced for young sex workers (<25 years of age). While gaps exist across the cascade for sex workers of all ages, young HIV-positive sex workers require urgent attention given that only 21% access treatment.

UNDP as PR for the HIV/AIDS grant is looking for an experienced SR to support the implementation of the Key Populations component of the 3-year (2018-2020) Global Fund funded grant.

Brief description of the Key Population interventions

The Key Population programme in Zimbabwe for this assignment focuses on two main interventions, namely, Sex Workers (SWs) and men having sex with men (MSM). The sex workers' intervention centers on a program of peer-education supported by a strong clinical service that is tailor made for sex workers and provided in a sex worker-friendly environment. This is a comprehensive package of care based on the international guidance for implementing comprehensive HIV/STI programmes with sex workers (the "SWIT"). Similarly, the MSM supports the provision of a comprehensive package (emphasizing interventions that address stigma, discrimination, violence and advocacy for law and policy reform), through trained and supported peer-educators. This is in line with international guidance for implementing comprehensive HIV/STI programmes with men who have sex with men (the "MSMIT").

The programme for sex workers builds on existing programme by other donors, by expanding the number of fixed sites from six (Harare, Karoi, Bulawayo, Masvingo, Gweru, Mutare) to add four new sites (Nyamapanda [Mudzi], Chirundu [Hurungwe], Victoria Falls and Beitbridge), reaching more sex workers and their clients with essential HIV and STI services. The four additional sites are all located in border towns of Zimbabwe and will provide services to sex workers along with truck drivers and migrant workers, who are common clients in these areas. Importantly, provision has been made in this project for the procurement of essential commodities, including PrEP, STI treatment and HPV/cervical testing and treatment for sex workers. These commodities will help ensure that the package of care provided has even greater impact. Building on the training and support for **peer educators and outreach workers**, the project will ensure that peers can deliver a broader menu of services and link sex workers and their clients to a wider package of care. The PrEP for Key Populations is in line with targets articulated in the new ZNASP III (2018-2020).

The intervention for MSM centers on expanding the quality of care by providing differentiated models of outreach (moonlight hours, peer educator outreach, fixed sites, etc.). Quality of care will also be improved by enhanced learning on how to scale MSM programs for greater coverage and impact, which also harnesses good practice from the region to enable greater scale up and impact in Zimbabwe. The scale up proposed under the MSM program with the support from Global Fund is significant to facilitate networks of Key Populations, aim to increase program reach from approximately 5000 at baseline (2017) to 7000 in 2018, 8500 in 2019 and 10,000 by 2020.

The Key Population activities are essential, both for enabling the rapid scale up of program coverage, and for ensuring quality of care that is Key Population-friendly and Key Population-led. The proposed Key Population intervention is based on a good-practice model from Kenya which has been shown to catalyze key populations programs in that country.

Rationale of the Assignment

As Principal Recipient (PR) of the Global Fund funded HIV grant in Zimbabwe, UNDP engages national and local counterparts, known as Sub-Recipients (SR), to support the implementation of Project activities. The engagement of government agencies and national/local non-governmental organizations as SRs is crucial to the successful implementation of the project, the strengthening of national systems and capacities, the promotion of country ownership and the long-term sustainability of the programmes. National/local organizations often possess expert knowledge about local conditions and specialized technical skills that can dramatically enhance the impact of the HIV programme funded by the Global Fund and the national programmes.

Through this RFP, UNDP seeks to engage an SR to be a responsible partner to **coordinate and manage** the implementation of the Key Population component of the Global Fund-financed HIV grant. Once engaged by UNDP, the selected SR will be responsible for **coordinating and managing** the programme activities and achieve outputs within the agreed budget and work plan, programme results as detailed in the Performance Framework and ensure effective and efficient use and oversight of the grant resources. The implementation of the grant will be pursuant to the Terms and Conditions of the Sub-Recipient Agreement

UNDP is now seeking a new SR to coordinate and manage the implementation of the Key Population component of the HIV grant activities outlined under the 2018-2020 Global Fund approved Funding Request. The selected SR will go through a separate process to select SSRs to implement specific SWs and MSM activities.

2. Scope of Work and Responsibilities

The Key Population Sub-Recipient (SR) may select Sub-Sub-Recipients (SSRs) that they will work with to implement this component of the project; SSRs/partners who have active programmes in the country to strengthen networks of PLHIV; institutional capacity building; provision of care and support; and working with Key Population, supporting the removal of stigma and other human rights barriers to accessing HIV testing services (HTS) are critical considerations specifically as defined by the Global Fund and articulated in the Funding Request. The selected SR and its SSRs will support national efforts to address critical gaps in the national response to achieve universal access to HIV prevention, treatment, care and support, with focus on Key Population.

Overall objectives

The overall objectives of the Global Fund financed HIV programme is to contribute to the achievement of the goals, objectives and results of the Zimbabwe National AIDS Strategic Plan (ZNASP III).

Goals

Improved wellbeing and healthy lives for all population groups through universal access to HIV prevention, treatment, care and support services.

Specific objectives

- To reduce HIV incidence among adults and adolescents by 50% from 0.48% in 2013 to 0.24 % by 2020
- To reduce new HIV infections among children to less than 50 cases per 100 000 by 2020
- To reduce HIV/AIDS-related mortality by 50% for both adults and children by 2020

Impact Results

- Reduced HIV incidence among adults and adolescents by 90% by 2020
- Reduced new HIV infections among children by 90% by 2020
- Reduced HIV related maternal deaths by 90% by 2020
- Reduced under-five HIV related child mortality by 75% by 2020

- Reduced HIV-related mortality by 90% for both adults and children by 202

Outcome results

- All Adults and children have maximum access to effective HIV prevention services and are empowered to prevent HIV transmission.
- 90% of all PHIV know their HIV status, 90% of HIV+ receive sustained antiretroviral therapy, 90% of those on treatment have durable viral load suppression
- Key institutions from government, private sector and civil society have improved capacity to effectively and efficiently manage a multi-sectoral AIDS response

Description of Summary Interventions and Activities

The table below presents brief description of Key Population interventions and activities to be implemented by the selected SR to contribute to the achievement of the goals and objectives of the Global Fund funded project and ZNASP III. The project has set very ambitious targets. In their technical proposals, bidders should be more explicit in their strategy for PrEP adherence, outreach for testing and delivery of services as well as the programmes to address rights related barriers. The TRP noted in their comments that there is a lack of a clear plan for efficient and targeted condom distribution Plan, SR applicants, as part of their response, should proposed this Plan as part of their submission.

Module	Interventions	Brief description of activities to be undertaken	Outcomes expected (e.g. expected increase in targets and/or programme quality)
Comprehensive prevention programs for sex workers and their clients	Behavioral interventions for sex workers	(1) Work in 10 static clinic sites , including support for peer educators and outreach in 20 outreach sites. The static sites include 4 boarder sites i.e. Nyamapanda [Mudzi], Chirundu [Hurungwe], Victoria Falls and Beitbridge.	<ul style="list-style-type: none"> • Reduce the number of new HIV infections among sex workers and their clients. • Improve access to ART towards achieving the 90% target.
	Community empowerment for sex workers	(2) Establish 2 drop-in centers where sex workers can have a safe space, access information, pick up condoms and lubricants, report incidents of violence and access social support. The Drop in Centres (DICs) will be established in major cities where sex workers congregate (Hot Spot clusters).	<ul style="list-style-type: none"> • Expand access to condoms, increasing the percentage of sex workers who report using a condom with their last client from 66.8% in 2015 to at least 80% by 2020 (see performance framework).

	Pre-exposure prophylaxis (PrEP)	(3) Procure PrEP for sex workers and deliver as part of the comprehensive combination prevention package out of the 10 fixed sites (Harare, Karoi, Bulawayo, Masvingo, Gweru, Mutare, Nyamapanda [Mudzi], Chirundu [Hurungwe], Victoria Falls and Beitbridge) as well as up to 20 outreach sites.	<ul style="list-style-type: none"> Increasing coverage by 1377 in Y1, 9311 in Y2 and 13,183 in Y3.
	Diagnosis and treatment of sexually transmitted infections and other sexual and reproductive health services for sex workers	(4) Procure essential STI medicines and related commodities ensure STI prevention, treatment and care are part of the comprehensive package for sex workers.	<ul style="list-style-type: none"> This will improve program quality by enhancing the integration of the comprehensive prevention package.
	Other interventions for sex workers and their clients	(5) Strengthening the national sex worker program through implementation science, M&E and micro-planning.	<ul style="list-style-type: none"> This will enhance program quality by improving monitoring and evaluation capacity and enhancing real-time learning for maximizing scale up.
Comprehensive prevention programs for men who have sex with men	Behavioral interventions for men who have sex with men	(6) Scale up delivery of the comprehensive package to reach more vulnerable MSM and improve quality of service provision by offering peer education through differentiated delivery (including moonlight services).	<ul style="list-style-type: none"> Reduce the number of new HIV infections among this vulnerable group and improve access to ART towards achieving the 90% target. Increase program reach from approximately 5000 at baseline (2017) to 7000 in 2018, 8500 in 2019 and 10,000 by 2020.
	Pre-exposure prophylaxis(PrEP)	(7) Procure PrEP for MSM and deliver as part of the comprehensive combination prevention package out of the 6 fixed sites (Harare, Bulawayo, Masvingo, Gweru, Mutare and Victoria Falls).	<ul style="list-style-type: none"> Increasing coverage by 153 in Y1, 1035 in Y2 and 1465 in Y3.
	Diagnosis and treatment of sexually transmitted infections and other sexual	(8) Procure essential STI medicines and related commodities ensure STI prevention, treatment and care are part of the comprehensive package for MSM.	<ul style="list-style-type: none"> This will improve program quality by enhancing the integration of the comprehensive prevention package.

	health services for men who have sex with men		
Community systems and responses	Institutional capacity building, planning and leadership development	Establish a technical support unit (TSU) to deploy long-term capacity building and technical assistance to key populations' organizations to support the scale up of quality service delivery to these groups. The TSU will serve organizations delivering services to sex workers, MSM, AGYW, and transgender communities.	<ul style="list-style-type: none"> The TSU is expected to dramatically improve program quality and support the significant scale up of activities for key populations and AGYW.

Key Implementation Risks identified by the Global Fund and related to this component of the Project

Effective M&E System to generate quality data to report on Key Population component and to assess impact has been identified as one of the key risks of the Project in not achieving the overall grant deliverables and goals and objectives of the ZNASP III. Other risks of the Project grant have been articulated in the Joint HIV/TB FR (2018-2020). Prospective bidders, in their response to this RFP, should articulate clearly proposed mitigation measures, including strategies and systems, to contribute to addressing the risk.

D. Expected Outputs

The programme activities are linked to the overall Project deliverables and contribute to the achievement of the goals and objectives of the ZNASP III. The selected SR is expected to achieve the assigned targets set in the Performance Framework and to ensure timely completion of the agreed upon activities in the approved the Work Plan and Budget of the SR Agreement. In addition, the SR is expected to accomplish regular coordination and collaboration activities with national stakeholders to support improvement in the national HIV response for key populations.

E. Institutional Arrangement

- a) **SR supervision and management:** The SR will report directly to UNDP in compliance with the terms of the SR Agreement and UNDP will supervise and monitor compliance of the Grant Agreement.

Progress reporting: The SR will submit to UNDP various reports including, monthly Financial Reports and Quarterly Progress Reports in an agreed prescribed format. The monthly Financial Reports will consist of a list of expenses incurred by the Sub-recipient in connection with SR Activities during the month in accordance with the categories indicated in the Work Plan; (ii) any Income accrued during the month in question; (iii) where applicable, reasons for the variance between the approved budget and actual expenses during the month; (iv) a request for disbursement of SR Funds; (v) a bank reconciliation and reconciliation of the outstanding advances and (vi) a copy of the monthly statement issued by the bank in which the SR Bank Account is held. The quarterly Progress Report will consist of programmatic and financial updates for the reporting period. The SR will also submit

Annual programmatic and financial reports in an agreed prescribed format. All the reporting requirements are will be detailed out under “Article XI – Reporting Requirements” in the SR Grant Agreement. between the UNDP and the SR. The SR is also required to ensure compliance with all national, Global Fund and UNDP reporting requirements.

- b) **National coordination and collaboration:** The SR is expected to work closely with all concerned national stakeholders, especially NAC, networks of PLHIVs, key populations, CCM, and the Local Fund Agent and UNDP designated auditors, etc.
- c) **Programme management and implementation:** The SR will be responsible to manage and coordinate the assigned Key Population component of the programme activities within the approved Work Plan and Budget for timely delivery. The SR will be responsible for the recruitment, training/mentoring and management of programme staff and SSRs for the effective execution of the Project. This includes evaluation of performance and quality of work completed by the SR and SSRs.
- d) **Resources required:** The SR and SSR teams shall comprise suitably qualified and experienced staff to manage the areas of programme, capacity building and advocacy, M&E and knowledge management, finance and admin/procurement/human resources for overall programme management and implementation up to the satisfaction of UNDP and to ensure compliance with the SR Agreement. The programme team shall be overseen by the provided by the SR/SSR’s senior management team. Furthermore, the SR is expected to source and manage the required office space, IT equipment, asset insurance and other administrative/logistics services for programme implementation.

F. Duration of the Work

The programme is proposed to be implemented from 1 January 2018 to 31 December 2020.

Note: The contract for will be for an initial 1 year, renewable annual based on performance and Project Requirements

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

NOTE: All procurements under the grant will be done by UNDP, except where approval has been expressly provided in writing by UNDP to the SR to proceed with the procurement of specific activity. As such, the SR will submit formal requests with specifications for all procurement tickets to enable UNDP to initiate the procurement processes.

3. MINIMUM REQUIREMENTS OF SUB-RECIPIENTS

To successfully assume quality and timely implementation and accountability for the programme, the SR/SRs must meet the following minimum institutional and technical capacity requirements. A separate SR capacity assessment would be considered as part of the selection process.

3.1 Legal Status

- Currently a legally registered organization with a relevant government body in Zimbabwe.
- Has necessary authority to enter into a SR Agreement with UNDP.

3.2 Management and Organization

- Good track record for timely and results based implementation of project activities.
- Demonstrated management capacity (quality and quantity) to implement the proposed programme, including SSR management.
- Current budget is sufficient to support key positions and organizational functions of the SR and SSRs not related to Global Fund activities. This budget is expected to remain in place for the duration of the project.
- The applicant should have financial management systems that:
 - Correctly record all transactions and balances, including those to be supported by the Global Fund;
 - Support the preparation of regular, reliable financial statements;
 - Management of cash;
 - Dedicated bank account;
 - Safeguard property funded under the programme; and
 - Are subject to acceptable auditing arrangements.
- Effective organizational leadership, management, transparent decision-making and accountability systems.
- Effective human resource policies and procedures, including Conflict of Interest policy.
- Effective asset management system to safeguard grant assets.
- Demonstrated experience working with high-level government, national and international agencies (including UN agencies) and donors, capable to advocate effectively for Key Populations at the national and province levels.
- Demonstrated capacity to manage and coordinate implementation of national programme in all districts in Zimbabwe.

3.3 Monitoring

- The applicant should have monitoring and evaluation systems that is robust and:
 - Collect and record programmatic data with appropriate quality control measures;
 - Support the preparation of regular reliable programmatic reports; and
 - Make data available for evaluation and other studies.
- Adequate infrastructure, transportation and technical information systems to support proposal implementation, including the monitoring of performance of SSRs and outsourced entities in a timely and accountable manner.

3.4 Technical Expertise

- Adequate health care expertise (relating to HIV and AIDS, tuberculosis and/or malaria) and cross-functional expertise (finance, procurement, legal, M&E).
- Experience and expertise in implementing Global Fund activities or similar projects is an asset as is demonstrated experience in meeting agreed targets in a timely manner.
- Experience in managing SSRs implementing Global Fund activities or contractors providing goods and services is an asset.
- Fluency in English (written and oral).
- Should have functioned for at least five years in Zimbabwe with demonstrated strong programme management capacity with focus on HIV interventions for Key Populations.
- Should have proven overall capacity building experience working, preferably with key population, including building their capacity in various functional areas (e.g. Finance, Administration, Human Resources, Procurement) and technical areas (e.g. HIV service delivery, advocacy, research).
- Understanding and experience in advocating for removing human rights and gender related barriers to accessing health services.

3.5 Scope of Bid Price and Schedule of Payments

The SR Agreement between UNDP and SR will be based on an advance disbursement modality, with possibility of direct payment by UNDP to vendors when needed, as per UNDP rules, policies and procedures. The financial arrangements will be detailed under “Article VII – Financial Arrangements” in the SR Agreement between the UNDP and the SR, possibly with quarterly disbursements.

Based on the proposed Work Plan activities and targets, the proposal should include all the required financial details with assumptions for the bidders’ proposed structure for the implementation of the Key Population activities as follows, but not limited to:

- a) Staff: salary packages and benefits, as per approved organizational policies (also aligned with national laws)
- b) Office equipment: with technical specifications, only for full-time staff
- c) Office running costs: rent, utilities, Internet, communication etc.
- d) Asset insurance
- e) Programmatic activities including Training/meeting/workshop/research: participants/ resource person/ consultant transportation (within and outside Harare or other cities), meeting costs (equipment, refreshments), lodging and per diem, materials, honorariums etc.
- f) BCC materials: design, translation, printing costs etc.

NB: Proposers should be able to demonstrate that they can utilize the available resources to achieve more than the targets in the Performance Framework.

3.6 Eligibility

The scope of this assignment is limited to all legally registered organizations and civil society in Zimbabwe.

3.7 Implementation Time: 3 years i.e. from 1 January 2018 – 31 December 2020.

Note: The contract will be for an initial 1 year, renewable annual based on performance and Project

Requirements

3.8 Project implementation location: Bid applications may be submitted from all geographic areas of Zimbabwe.

Note: The organization should meet all the requirements of UNDP for being an SR in a Global Fund supported grant during the UNDP SR capacity assessment.

Section 4: Proposal Submission Form⁵

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

[insert: Location]
[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] 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]

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

Proposer Information Form⁶

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. 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):		
11. 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		

⁶ 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.

14. 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)⁷

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. 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)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet		

⁷ 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.

- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization/firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation/firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific

components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks/Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. *(Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)*

3.3 Qualifications of Key Personnel: Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p>		

Signature of the Nominated Team Leader/Member	Date Signed

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no. 1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no. 2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no. 3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p>		

Signature of the Nominated	Date Signed

Section 7: Financial Proposal Form⁸

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.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Financial proposal Summary

Proposed Cost	Year 1	Year 2	Year 3	Sub-total (in \$ USD)
Human Resources				
Vehicles and equipment				
Operational costs (e.g. communications, telephone, insurance, maintenance, etc.) <i>These cost areas can be indicated as individual lines for clarity.</i>				
Other Costs – Details of any other costs to be clearly stated.				
Total (in \$ USD)				

Note: Your financial Proposal Summary should be accompanied by a detailed budget indicating all cost components that sum up to the total financial offer. This should very clear to enable clear value for money analysis.

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 8: FORM FOR PROPOSAL SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁹

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#). dated [Click here to enter a date](#) , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 10: Form for Advanced Payment Guarantee¹⁰

⁹ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

¹⁰ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)¹¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,¹² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹¹ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

¹² Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee."

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

**Section 11: SUB-RECIPIENT AGREEMENT BETWEEN THE UNITED NATIONS
DEVELOPMENT PROGRAMME AND KEY POPULATION sr, FOR A PROJECT
FUNDED BY THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA**

THIS IS UNDP'S TEMPLATE FOR SUB-RECIPIENT AGREEMENT.
ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

SUB-RECIPIENT AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND *[insert name of Key Pop SR]*
FOR A PROJECT FUNDED BY
THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA

1. Host Country:	
2. Project Name:	
3. Project Number:	4. Global Fund Grant Agreement Number, Signature Date and Starting Date:
5. SR Activities Starting Date:	6. SR Activities Ending Date:
7. SR Funds: <i>[insert amount]</i> 7a. First Installment: <i>[insert amount or indicate “not applicable”]</i>	
8. Sub-recipient’s Name: Address:	
9. Sub-recipient Contact Person’s Name: Title: Address: Telephone number: Fax: Email:	
10. UNDP Contact Person’s Name: Title: Address: Telephone number: Fax: Email:	
11. Sub-recipient Bank Account to which SR Funds will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code:	

Bank Code: Routing instructions for disbursements:

This Agreement includes this face sheet, the Standard Terms and Conditions, and the documents listed below as Annexes, which shall take precedence over one another in case of conflict in the following order:

Annex 1: Project Document

Annex 2: Global Fund Grant Agreement

Annex 3: Work Plan, incorporating the description of SR activities, deliverables and performance targets, time frames and budget

Annex 4: Special Terms and Conditions [*delete if not applicable*]

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Agreement at the place and on the day set forth below.

For the Sub-recipient:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

For UNDP:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

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 an **[insert full name of the CSO]** established in **[insert name of state/country, as applicable]** **[if applicable insert: and incorporated under the laws of [insert state/country where the CSO is incorporated]]**, with the mandate to **[insert brief description of mandate]**;

(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,¹³ 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.

¹³ 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.”

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.¹⁴
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. **[Option 1: Advance Disbursement of SR Funds; Delete this paragraph if not applicable]** *Where required by the Work Plan, the first installment 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.¹⁵ The second and subsequent installments will be advanced 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*

¹⁴ The Country Office must ensure that insurance is agreed upon and that the insurance is actually obtained.

¹⁵ **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.

f) where applicable, acceptance by UNDP of the Sub-recipient's request for direct payment, including appropriate supporting documentation.

2. **[Option 2: Cost Reimbursement; Delete this paragraph if not applicable]** UNDP shall reimburse the Sub-recipient the costs it incurred in carrying out SR Activities on a quarterly basis, or pay directly 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 Resources and the funds expended in carrying out SR Activities;

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) appropriate supporting documentation showing the actual costs incurred in carrying out SR Activities, including invoices, bills and receipts;

f) acceptance by UNDP of the Sub-recipient's request for reimbursement; and

g) where applicable, acceptance by UNDP of the Sub-recipient's request for direct payment, including appropriate supporting documentation.

2. **[Option 3: Direct Payment; Delete this paragraph if not applicable]** Where required by the Work Plan, UNDP shall make direct payments to cover the costs incurred in carrying out SR Activities, 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 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; and

e) 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 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* **[delete not applicable]** of SR Funds *[and (v) a reconciliation of the outstanding advances and foreign currency exchange loss or gain]* **[Delete the bracketed text if SR Activities are financed through cost reimbursement]**

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

<u>Period Covered By Report</u>	<u>Report Due Date</u>
Jan. 1 - March 31	April 15
April 1 - June 30	July 15
July 1 - Sept. 30	Oct. 15
Oct. 1 - Dec. 31	Jan. 15

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 (c), 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 endeavor 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.

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:
 - (a) 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;
 - (b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
 - (c) 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;
 - (d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
 - (e) 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
 - (f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.
3. If the Sub-recipient has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article XXV 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. [***delete if not applicable***]

ⁱ Hot spot analysis (2015), page 27 (Annex 5)

List of Annexes to this RFP

Annex 1: Detailed Budget Activities

Annex 2: ZNASP III (2018-2020)

Annex 3: 2018-2020 Funding Request Document (FR) to the Global Fund

Annex 4: Performance Framework (PF)

Annex 5: Hot Spot Analysis

Annex 6: Sampled Detailed Activity Plan