



REQUEST FOR PROPOSAL (RFP)

	DATE 27 SEPTEMBER 2017
	Development of ICT Policy Framework for Ministry of Health and Child Care REFERENCE: RFP-ZIM-GF-071-2017

Dear Sir / Madam:

We kindly request you to submit your Proposal (Technical and Financial Proposal) for Development of ICT Policy Framework for the Ministry of Health and Child Care (MoHCC) – Zimbabwe.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or **before Thursday, October 12, 2017** and via email, courier mail or fax to the address below:

United Nations Development Programme
GFATM Programme Management Unit
Block 9, Arundel Office Park
Norfolk Road, Mt. Pleasant
Harare, Zimbabwe

TENDER NO: RFP-ZIM-GF-071-2017

zw.bids.gfatm@undp.org

DEADLINE: 12th October 2017 at 13:00 HRS Harare local time

“NOT TO BE OPENED BY REGISTRY” United Nations Development Programme

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the pdf format, RFP tender number **RFP-ZIM-GF-071-2017** to appear in email subject field and free from any virus or corrupted files.

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Osama Hussian
PSM Specialist

Annex 1

Context of the Requirement	Development of ICT Policy Framework for Ministry of Health and Child Care
Implementing Partner of UNDP	Ministry of Health and Child Care
Brief Description of the Required Services ¹	Development of ICT Policy Framework for Ministry of Health and Child Care
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1.1. To assert the role of the ICT unit, under the directorate of Finance and Administration, as the ministry's official authority responsible for setting the rules. procedures and guidelines to be followed by all MOHCC departments and programs in the following areas ICT related procurement, deployment, use, maintenance and disposal of ICT assets and resources and in the coordination and execution of related activities in pursuance of the common goal of enhancing the development and application of Health Information Systems (HIS) as the surest way towards the successful implementation of electronic systems for health. 1.2. To ascertain the role of ICT systems in decision making through provision of data from various interventions in a timely manner. 1.3. To define standards for integrated operations across all the six pillars of ICT namely: Infrastructure, Support, Hardware, Software, Governance & Security and Databases & Data Analytics. The standards must include the development and application of ICT Services Management (ITSM) in line with international best practices. 1.4. To define the governance and management functions of ICT Services 1.5. To provide a sustainability for ICT services in the context of the MoHCC. 1.6. To propel the MOHCC unit towards becoming the county's best-in-class ICT service provider through embracing latest technological advancements in all the six pillars mentioned above. Advancements such as IoT, IDS and Data Science.

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

Person to Supervise the Work/Performance of the Service Provider	Nokuthula Mujuru, UNDP in liaison with designated MoHCC focal point.
Location of work	Harare
Special Security Requirements	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Key personnel will be evaluated and scores allocated.
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP/MoHCC

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

Type of Contract to be Signed	<input checked="" type="checkbox"/> Professional Services Contract <input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award and assessment of proposal	Combined Scoring Method, using the 70% and 30% distribution for technical and financial proposals respectively, where the minimum passing score of the technical proposal is 70%. Please see annex 2 for the detailed description of the evaluation process.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ³	<input checked="" type="checkbox"/> Evaluation process – scoring guideline (annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 4) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 5) ⁴
Contact Person for Inquiries (Written inquiries only) ⁵	<p>essa.coker@undp.org</p> <p>zw.psm.gfatm@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	Electronic/Email Tender submissions should not be more than 6MB each. Only two separate submissions shall be allowed, that is 1. Technical Proposal and 2) Financial Proposal

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

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

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 2

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable					
1.	Proposed System and Approach	40%	400					
2.	Expertise of Firm / Organization Submitting Proposal	30%	300					
3	Management Structure and Qualification of Key Personnel	30%	300					
Total			1000					

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

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

Technical Proposal Evaluation Form 2		Points obtainable					
Management Structure and Qualification of Key Personnel (30%) This evaluation will be performed on the CV of the Project Manager or Team Leader mentioned in the proposal.							
1.1	Relevant Advanced degree in IT, Business Management, Engineering, Accounting, SAP Certification, or any other relevant fields of study related to electronic enterprise resource systems/solutions	100					
1.2	Experience working in Zimbabwe or the African Region	100					
1.3	Professional working Experience in providing the services included in this RFP – <i>CVs should prove experience in the area of SAP Configuration.</i>	100					
TOTAL:		300					

<p><u>Rating the Technical Proposal (TP):</u> TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u> FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u> (TP Rating) x 70% + (FP Rating) x 30% = Total Combined and Final Rating of the Proposal</p>

ANNEX 3. TERMS OF REFERENCE

TERMS OF REFERENCE (TOR)

SAP Institutional Consultancy for UNDP/GFATM/MOHCC Zimbabwe

The Ministry of Health and Child Care (MOHCC) is a Zimbabwe Government Ministry mandated with legislating and administering all aspects of health service delivery in the country.

The ICT unit (ICTU) is under the Finance and Administration department of the ministry, which has the responsibility to avail the necessary leadership and direction in the development of ICT solutions and services to support the MOHCC while ensuring the security and privacy of all ICT infrastructure, systems, electronic data and information in the Ministry.

The head of Department is the Director of Finance and Administration. The ICT Unit is within the Finance and Administration department and is led by the Deputy Director ICT. Other positions in the unit which report to the Deputy Director ICT are the ICT Manager, Systems Administrator, Systems Analyst and the ICT technician. The team is represented by ICT Officers stationed at the eight rural provinces across the country. Central hospitals have their own semi-autonomous ICT departments as well. ICT Officers report directly to the Provincial Accountant at the province and to the Finance Director at Central Hospitals. They however technically report to the Deputy Director ICT at national level. There also exists separate ICT teams within the ministry programs namely: Lab services, AIDS, Malaria & TB departments

1. Background

One important recommendation that emerged from the capacity assessment of the ICT unit was the urgent requirement for an ICT policy that defined the short and long term goals, composition, responsibilities and operations of the unit.

The lack of a policy means that there is no central control and coordination of the operations by the various departments and programs in the ministry due to the absence of a framework of rules and guidelines to focus all ICT-related resources and activities towards the common goal of transforming and enhancing service delivery. It is the ministry's endeavour to be part of the e-government infrastructure in order to reap benefits that come from this platform.

The overall result of this lack of official policy and central point of reference was an uncoordinated approach to planning and inefficient use of human and material resources leading to duplications, wastages and a generally poor view of the quality and capacities of the ICT unit.

As part of the ongoing efforts to implement the recommendations of the Capacity Assessment exercise and with support from the United Nations Development Programme (UNDP) the ICTU is seeking to engage the services of a consultant to assist in developing an ICT policy which sets a common vision for staff in all departments, programs and units and facilitates coordination of all ICT-related procurements, operations and activities towards the ministry's goal of implementing electronic systems for health.

Below are the Terms of Reference (TOR) for the development of the ICT policy framework.

2. Definition and Purpose

The ICT Policy Framework is a single integrated framework that describes the key principles, infrastructure, resources, technologies, processes and services that guide the governance, management and provision of information and communication services for the MOHCC.

Its purpose is to enable ICTs to be governed and managed in a holistic manner for the MOHCC as a single enterprise taking into consideration the functional areas of responsibility and the interests of internal and external stakeholders through providing documented rules and guidelines around ICT systems procurement, development, management, operation, maintenance, security and knowledge sharing.

The policy framework is governed by the Directorate of Finance and Administration and managed by the ICT unit and applies to all departments, programs and partners of the MOHCC.

3. Objectives of the Policy Framework

The policy framework must fulfil the following objectives;

- 3.1. To assert the role of the ICT unit, under the directorate of Finance and Administration, as the ministry's official authority responsible for setting the rules, procedures and guidelines to be followed by all MOHCC departments and programs in the following ICT areas procurement, deployment, use, maintenance and disposal of ICT assets and resources and in the coordination and execution of related activities in pursuance of the common goal of enhancing the development and application of Health Information Systems (HIS) as the surest way towards the successful implementation of electronic systems for health.
- 3.2. To ascertain the role of ICT systems in decision making through provision of data from various interventions in a timely manner.
- 3.3. To define standards for integrated operations across all the six pillars of ICT namely: Infrastructure, Support, Hardware, Software, Governance & Security and Databases & Data Analytics. The standards must include the development and application of ICT Services Management (ITSM) in line with international best practices.
- 3.4. To define the governance and management functions of ICT Services
- 3.5. To provide a sustainability for ICT services in the context of the MoHCC.
- 3.6. To propel the MOHCC unit towards becoming the county's best-in-class ICT service provider through embracing latest technological advancements in all the six pillars mentioned above. Advancements such as IoT, IDS and Data Science.

4. Qualifications of the Successful Service Provider at Various Levels

- 4.1 MoHCC intends to award a contract to a well-established organization of good reputation, possessing the required knowledge/skills/competencies and with financial stability to provide the required services.

4.2 The company must have a minimum of 5 years track record in the areas of specialization required in this tender. Companies with a presence in Zimbabwe are highly preferred. Experience in the Region and positive past experience in working for similar organizations, and/or other bilateral/multilaterals is an added advantage.

4.3 The company must be able to put together a team of at least four (5) members to undertake the project. The project team must be composed of a Team Leader/Project Manager who is a resource person in any one of the six pillars, a Focal Lead in all the remaining five pillars. A focal person is only allowed a maximum of two special areas and only two such are permissible for this project. Below is a table of expected qualifications and experiences:

Focal Area	Qualification/Assessment Criteria	Minimum years of experience	Other
Overall Team Leader	Management qualification at Masters level in the field of Information Communication Technology/Policy Planning/Strategic Management/ Knowledge Management or similar field.	10-15 Years	Working knowledge of ICT governance eg (EGIT/COBIT). Proven knowledge and experience in both ICT and Health Care industries.
Infrastructure and Infrastructural Support	Certification in relevant platforms/systems support, ITIL etc. Certified Network Engineer Qualification	Ten (5-10) years	Certification in project management
Hardware	Certification with any of the major Hardware supplies e.g. Microsoft, Dell, IBM, HP, Lenovo in Maintenance and Support	Ten (5-10) years	Certification in Hardware maintenance from any vendor
Software	Certification as an Application Developer/Support by renowned and internationally recognized providers	Ten (5-10) years	JAVA experience will be an added advantage
Governance and Security	Certification in Computer security e.g. CISA, CISM etc or Certified Governance of Enterprise IT Qualification	Ten (5-10) years	Experience in a developed country contexts is an added advantage
Databases and Data Analytics	Certification with any database provider e.g. SQL, Oracle	3-5 Years	Proven experience and work record with data analytics and modelling environments using a RDBMS

In addition, the consulting firm must demonstrate the following key competencies in their teams:

- 4.4 Managerial competence and experience in organizing, leading and coordinating ICT policy development.
- 4.5 In addition to ICT governance qualification (EGIT/COBIT), the firm should show proof of good competences in this area through experience working for government nongovernmental organisations.
- 4.6 Previous experience in developing ICT policy for a public health enterprise.
- 4.7 Fluency in English with excellent drafting, writing, communication and presentation skills.

5. Overall Scope

The summary scope of this contract is to produce an ICT policy for the ministry of health which in all intents and purposes aligns to the national ICT Policy for Zimbabwe and answers to the provisions made by the economic blueprint for the country; the Zimbabwe Sustainable Socio-Economic Transformation Agenda. This policy should also lay forward in a clear and precise way, the strategic principles for easy of alignment of the ICT strategy.

6. Methodology

In developing the policy framework, the consultant will:

- 6.1. Present proof of qualifications, experience and references relevant to the consultancy.
- 6.2. State the international standards he/she will apply in formulating the policy framework.
- 6.3. Explain relevance of the choice of standard to Health IT in general and the MOHCC in particular.
- 6.4. State the anticipated tangible benefits to be derived from the policy framework.
- 6.5. Give example (s), if any, of similar environment(s) where the standard has been applied successfully.
- 6.6. Describe how he/she will address/deliver the requirements of this consultancy by providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.
- 6.7. Facilitate the active engagement of all MoHCC Information and Communication Technology stakeholders.
- 6.8. Adopt a combination of participatory tools and methodologies (e.g. desktop research, self-assessment, SWOT, stakeholder analysis, interviews and group facilitation techniques to promote participation and ensure stakeholder and management buy-in.
- 6.9. Coordinate and work closely with the MoHCC through the Deputy Director, ICT's office during the entire course of the consultancy process.

- 6.10. Take due cognisance of the Zimbabwe government national ICT policy, the MOHCC e-Health policy/strategy, the MOHCC Health Information strategy, the MOHCC ICTU Capacity Development Assessment report recommendations and any other internal policies and strategies which may be relevant in this context.
- 6.11. Provide a detailed description of the steps he/she will take to deliver the requirements outlined in this TOR – a detailed project schedule with milestones.
- 6.12. Indicate the anticipated financial requirements necessary for the successful completion of the project.

7. Key Result Areas

The policy will explicitly address the areas listed below:

- 7.1. Organizational relationships, Communication paths, Operational and Administrative processes
- 7.2. Role of the ICT unit in the MOHCC.
- 7.3. Relationship of the unit with departmental and program ICT staff.
- 7.4. Partner organisations mapping around ICT function in MoHCC.
- 7.5. ICT Risk, Governance and Resource Gap Analysis.
- 7.6. ICT unit Goals
- 7.7. The policy framework, which will be used to align the strategy will also align ICT service management to suit MOHCC prioritisation as listed below;
 - 7.7.1.Short-term Goals
 - 7.7.2.Medium-term Goals
 - 7.7.3.Long-term Goals

8. Standards and Best Practices

The policy framework will recommend the standards and best practices to be adopted by the ICT unit in relation to;

- 8.1. Infrastructure (Networks, Hardware and data centres, outsourced services),
- 8.2. Maintenance & Support,
- 8.3. Systems and Software,
- 8.4. Governance & Security and
- 8.5. Databases & Data Analytics

9. Guidelines

9.1. The policy framework will describe guidelines for the following:

- 9.1. Resource mobilization and pooling
- 9.2. Asset Procurement and Management
- 9.3. Change Management.
- 9.4. Configuration and Documentation Management.

- 9.5. Incident Management.
- 9.6. Equipment and infrastructure deployment.
- 9.7. ICT Staff skills development.
- 9.8. ICT User Training.
- 9.9. ICT User Support.
- 9.10. Equipment Maintenance.
- 9.11. Equipment decommissioning and disposal.
- 9.12. Use of Personal Equipment for Official Business.
- 9.13. Disaster Recovery and Business Continuity.
- 9.14. User requirements review mechanism.
- 9.15. Server and Network security
- 9.16. Records management and Privacy
- 9.17. Service performance measurement mechanism.

10. Timelines, Reporting & Quality Control

The development process which must be completed within two and a half calendar months will be in four distinct stages as outlined below:

- 10.1. The first stage which will describe the approach and outline an inception plan for this consultancy must to be agreed upon with the UNDP Capacity Development Unit and MOHCC ICT unit.
- 10.2. The second stage will involve sampled site visits, wide consultations with stakeholders and note their input for consideration during the policy development.
- 10.3. The third stage will output the first policy draft to be presented to stakeholders for their consideration, and amendment(s).
- 10.4. The fourth and last stage will output the final policy framework.
- 10.5. The MoHCC ICT unit will provide support at each stage of the consultancy by availing the required documents and facilitating meetings relevant to the assignment

11. Expected Deliverables

The following are the expected deliverables of the ICT Policy Framework development exercise:

- 11.1. Inception Report.
- 11.2. ICT Resource Gaps
- 11.3. Draft Policy Report.
- 11.4. Action plans for implementing the policy.
- 11.5. Any other recommendations relevant to the policy.
- 11.6. Final ICT Policy Framework document.

12. Supporting Documentation

The MOHCC will avail the following documents:

- 12.1. Zimbabwe national ICT policy
- 12.2. MOHCC e-Health Strategy
- 12.3. MOHCC Health Information Strategy
- 12.4. MOHCC ICT Capacity Development Assessment report.

13. Administration of the Consultancy

- 13.1. UNDP will provide all the information relevant to the administration of the consultancy.

14. Scope of Proposal Price and Schedule of Payments

- 14.1. The contract will be on the basis of fixed output-based price and not based on a daily/weekly/monthly rate adjustable in accordance to work order.
- 14.2. The price specified in the Price Proposal should include all-inclusive professional fees, inclusive of travel, living allowances, taxes, etc.
- 14.3. Payment shall be made after the satisfactory accomplishment of all deliverables under each Phase/milestone. Payment will be effected after completion of each phase as follows:
 - 14.3.1. Completion of Phase I (Inception Report) 20%
 - 14.3.2. Completion of Phase II (Draft Policy Report) 30%
 - 14.3.3. Completion of Phase III (Final ICT Policy Framework document) 50%.

15. Criteria for Selecting the Best Offer

The criteria which shall serve as basis for evaluating proposals and awarding the contract, and the respective weight of each criteria is provided in DS No. 32 of the RFP Data Sheet.

The award will be done using Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%.

16. Duration of Work

The contract is expected to run for a period of two and a half months starting from October 2017 to December 2017. The contracted company is expected to complete all the milestones and deliverables within this period and in line with the maximum time allowed for each set of activities.

17. Location of Work

- 17.1. Most of the work will be done in Harare and requires regular interaction with the key focal

persons within the MoHCC ICT Unit based in Harare, Kaguvi 2nd, 4th & 5th Floor.

- 17.2. The Requirements gathering meetings will be held in each of the country's provinces or according to need. Each requirement gathering meeting will be determined by the Consultant.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 9/27/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Proposed Methodology for the Completion of Services

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

B. Qualifications of Key Personnel

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

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

A. Cost Breakdown per Deliverable*

⁶ This serves as a guide to the Service Provider in preparing the Proposal.

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

C. Expertise of Firm / Organization Submitting

The Service Provider must have a track record that proves:

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

D. Cost Breakdown by Cost Component N/A

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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