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**RFP-ZIM-GF-004-2012
Request for Proposal (RFP) for
Fiscal Monitoring & Other PSM Oversight Related Services**

Issue Date: 12 Nov, 2012
Closing Date and Time: 28 November 2012
By 13:00 Harare local time

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LETTER OF INVITATION

Dear Sir/Madam,

With the support from the Global Fund Round 8 Phase II TB Grant, UNDP Zimbabwe solicits proposal for Fiscal Monitoring and Other PSM Oversight Related Services. For detailed information please refer to the following:

- Instruction to Proposers
- Terms of Reference - Annex 1
- Form for Submitting Supplier's Proposal - Annex 2
- Form for Proposal Security - Annex 3
- Form for Submitting Supplier's Proposal - Annex 2
- General Terms and Conditions – Annex 7
- Vendor Profile – Annex 8

1. PROPOSAL LODGEMENT METHODS

- a) Your offer comprising of two envelopes: The Technical and the Price Proposal envelopes **MUST BE COMPLETELY SEPARATED** and **each of them must be submitted sealed individually** and clearly marked on the outside as either "TECHNICAL" or "PRICE", as appropriate. Each envelope **MUST** clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified:

UNDP Zimbabwe
GFATM Programme Management Unit
Block 7, Arundel Office Park,
Mt Pleasant, Harare
Zimbabwe
"ATTENTION: BID OPENING COMMITTEE"
"SEALED BID NO: RFP-ZIM-GF-004-2012 – Fiscal Monitoring & Other PSM Oversight Related Services"
DEADLINE: 28 Nov 2012 by 1300 Harare local time
"NOT TO BE OPENED BY REGISTRY"
"NOT TO BE OPENED BEFORE THE TIME AND DATE FOR PROPOSAL OPENING"

- b) Your offer comprising of technical part and price offer by email to secured email address: zw.bids.gfatm@undp.org.

The subject heading of the email shall be RFP-ZIM-GF-004-2012 – Fiscal Monitoring & Other PSM Oversight Related Services. Electronic copies are to be submitted in PDF and bidders may submit multiple emails (suitably annotated – e.g. Email 1 of 3 Technical Part) if attached files are deemed too large to suit a single email transmission. They must be free from any form of virus or corrupted contents, or the bids shall be rejected.

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

2. QUERIES AND QUESTIONS

Please direct any questions regarding the RFP content or process in writing to zw.psm.gfatm@undp.org. No other UNDP personnel are to be contacted in relation to this RFP unless directed to do so by the UNDP PSM Team. All questions should be submitted to the nominated email address 5 (five) working days prior to RFP closing date.

3. RESPONSE GUIDELINES

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after

the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the PDF format, and free from any virus or corrupted files.

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Services 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.

This letter is not to be construed in any way as an offer to contract with your firm.

Thank you and we look forward to receiving your Bid.

Sincerely yours,

(Signature on file)

PSM Team
UNDP Zimbabwe
GFATM Programme Management Unit

INSTRUCTION TO PROPOSERS

Definitions

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

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Annex 2A);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Annex 2B);
- 9.3 Technical Proposal (see prescribed form in RFP Annex 2C);
- 9.4 Financial Proposal (see prescribed form in RFP Annex 2D);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Annex 3);
- 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 by email to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For

purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

- a) A statement of whether any import or export 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. 8), 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 (Annex 2D). 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 Annex 2B, 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 SEPARATED 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 Annex 7.

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 of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based on a combination of the technical score and the financial offer. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

= Total Combined and Final Rating of the Proposal

UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to

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

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

30. Clarification of Proposals

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

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

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements.

Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

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

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

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

F. AWARD OF CONTRACT

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

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

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ 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 Annex 4 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 Annex 5.

39. Vendor Protest

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

INSTRUCTIONS TO PROPOSERS**DATA SHEET**

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

All conditions marked by ☒ are mandatory requirements and applicable to this Tender document

| DS No | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|-------|----------------------------|---|--|
| 1 | | Project Title : | Global Fund |
| 2 | | Title of Services/Work: | Fiscal Monitoring & Other PSM Oversight Related Services |
| 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 type="checkbox"/> Allowed <input checked="" type="checkbox"/> Not allowed – No split award |
| 6 | C.20 | Conditions for Submitting Alternative Proposals | <input type="checkbox"/> Shall not be considered <input checked="" type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score. |
| 7 | C.22 | A pre-proposal conference will be held on: | <input checked="" type="checkbox"/> Applicable at: Time: 1400 hours Date: 11/15/2012 Venue: GFATM Programme Management Unit, Block 7, Arundel Office Park, Mt Pleasant, Harare, Zimbabwe <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Non-mandatory attendance <input checked="" type="checkbox"/> Minutes will be circulated by 17 Nov 2012 on UNGM, UNDP Procurement Notice and UNDP Zimbabwe sites |

| DS No | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|-------|----------------------------|---|--|
| | | | <input type="checkbox"/> Minutes will not be circulated |
| 8 | C.21 | Period of Proposal Validity commencing on the submission date | <input checked="" type="checkbox"/> 180 days |
| 9 | B.9.5 C.15.4 b) | Proposal Security | <input checked="" type="checkbox"/> Required Amount: US\$3,000 Form: Click here to enter text. <ul style="list-style-type: none"> For Proposal submission by courier service/hand delivery, the Proposer shall send the Original Proposal Security together with the Proposal as per Data Sheet (DS No. 20). In the event that the Original Proposal Security is not available by the time of the tender closing date, a copy may be submitted however the Original must be delivered to UNDP within 5 calendar days after the time of the tender closing date. For Proposal submission by secured email, the Proposer shall send a copy of the Proposal Security together with the Proposal as per Data Sheet (DS No. 20). The Original must be delivered to UNDP within 5 calendar days after the time of the tender closing date. <input type="checkbox"/> Not Required |
| 10 | B.9.5 | Acceptable forms of Proposal Security ¹ | <input checked="" type="checkbox"/> Bank Guarantee (See Annex 3 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input checked="" type="checkbox"/> Cash (exceptional cases, if none of the other forms are feasible – Proposer to submit proof from their Banks that Bank Guarantee cannot be obtained) <input type="checkbox"/> Others [pls. specify] |
| 11 | B.9.5 C.15.4 a) | Validity of Proposal Security | <input checked="" type="checkbox"/> 180 days from the last day of Proposal submission. Proposal Security of unsuccessful Proposers shall be returned. |
| 12 | | Advanced Payment upon signing of contract | <input type="checkbox"/> Allowed up to a maximum of ____% of contract ² <input checked="" type="checkbox"/> Not allowed |
| 13 | | Liquidated Damages | <input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : |

¹ 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.

² If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

| DS No | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|-------|----------------------------|---|---|
| | | | Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract. |
| 14 | F.37 | Performance Security | <input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required |
| 15 | C.17, C.17 b) | Currency of Proposal | <input checked="" type="checkbox"/> United States Dollars (US\$) |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/ questions | 5 days before the submission date. |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions ³ | By E-mail to: zw.psm.gfatm@undp.org |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | <input checked="" type="checkbox"/> Direct communication to prospective Bidders by email and posting on the websites ⁴ https://www.ungm.org/notices , http://procurement-notice.undp.org , http://www.undp.org.zw/about-undp/work-with-us/procurement |
| 19 | D.23.3 | No. of copies of Proposal that must be submitted [if transmitted by courier] | Original : 1 Copies : 1 |
| 20 | D.23.1 D.23.2 D.24 | Proposal Submission Address | UNDP Zimbabwe GFATM Programme Management Unit Block 7, Arundel Office Park, Mt Pleasant, Harare Zimbabwe "ATTENTION: BID OPENING COMMITTEE" "SEALED BID NO: RFP-ZIM-GF-004-2012 – Fiscal Monitoring & Other PSM Oversight Related Services" DEADLINE: 28 Nov 2012 by 1300 Harare local time |

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.

⁴ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

| DS No | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|-------|----------------------------|---|---|
| | | | <p>"NOT TO BE OPENED BY REGISTRY"</p> <p>"NOT TO BE OPENED BEFORE THE TIME AND DATE FOR PROPOSAL OPENING"</p> |
| 21 | C.21 D.24 | Deadline of Submission | Date and Time : 28 Nov 2012 by 1300 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 |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | <input checked="" type="checkbox"/> Official Address for e-submission: zw.bids.gfatm@undp.org <input checked="" type="checkbox"/> Format : PDF files only <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> 1 set to be transmitted and accepted as original <input checked="" type="checkbox"/> Mandatory subject of email : RFP-ZIM-GF-004-2012 – Fiscal Monitoring & Other PSM Oversight Related Services <input checked="" type="checkbox"/> Time Zone to be Recognized: GMT +02:00 <input checked="" type="checkbox"/> Date and Time : 28 Nov 2012 by 1300 Harare local time <input checked="" type="checkbox"/> Email Subject Heading: RFP-ZIM-GF-004-2012 Fiscal Monitoring & Other PSM Oversight Related Services (email 1 of _) The Proposer to indicate number of emails to be transmitted <input checked="" type="checkbox"/> Other conditions: It shall remain your responsibility to ensure that your Proposal will reach 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 offer by email, kindly ensure that they are signed and in the PDF format, and free from any virus or corrupted files. |
| 24 | D.23.1 | Date, time and venue for opening of Proposals | Date : 28 Nov 2012 Time : 1500hrs Harare Time Venue : UNDP Zimbabwe GFATM 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 type="checkbox"/> Lowest financial offer of technically qualified Proposals <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of | <input checked="" type="checkbox"/> Company Profile preferably not exceeding fifteen (15) pages including brochures/ products relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its |

| DS No | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|-------|----------------------------|---|---|
| | | Proposers (In "Certified True Copy" form only) | <p>tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Trade name registration papers, if applicable</p> <p><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</p> <p><input checked="" type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied</p> <p><input checked="" type="checkbox"/> Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</p> <p><input checked="" type="checkbox"/> Latest Financial Statement 2010 or 2011 certified by a Chartered Accountant (Income Statement and Balance Sheet) including Auditor's Report for the past</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past year</p> <p><input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><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</p> |
| 27 | | Other documents that may be Submitted to Establish Eligibility | [insert list] |
| 28 | C.15 | Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>) | |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | 25 January 2013 |
| 30 | C.15.2 | Expected duration of contract (Target Commencement Date and Completion Date) | 25 January 2013 to 31 Dec 2014 |
| 31 | | UNDP will award the contract to: | <p><input checked="" type="checkbox"/> One Proposer only</p> <p><input type="checkbox"/> One or more Proposers, depending on the following factors :</p> |

| DS No | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|-------|----------------------------|--|--|
| 32 | E.29.2 F.34 | Criteria for the Award of Contract and Evaluation of Proposals | (See Tables below) |
| 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 tender 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 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 type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others |
| 34 | | Conditions for Determining Contract Effectivity | <input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input type="checkbox"/> Others <i>[click here to specify]</i> . |
| 35 | | Other Information Related to the RFP | <input checked="" type="checkbox"/> Submission of ANNEX 8 – VENDOR PROFILE |

Technical Evaluation Criteria

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable |
|--|--|--------------|-------------------|
| 1. | Expertise of Firm / Organization | 30% | 300 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 40% | 400 |
| 3. | Management Structure and Key Personnel | 30% | 300 |
| Total | | | 1000 |

| Technical Proposal Evaluation Form 1 | | Points obtainable |
|---|--|-------------------|
| Expertise of the Firm/Organization | | |
| 1.1 | Reputation of Organization and Staff / Credibility / Reliability / Industry Standing | 50 |
| 1.2 | General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls | 90 |
| 1.3 | Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.) | 15 |
| 1.4 | Quality assurance procedures, warranty | 25 |
| 1.5 | Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes | 120 |
| | | 300 |

| Technical Proposal Evaluation Form 2 | | Points Obtainable |
|---|--|-------------------|
| Proposed Methodology, Approach and Implementation Plan | | |
| 2.1 | To what degree does the Proposer understand the task? | 30 |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 25 |
| 2.3 | Are the different components of the project adequately weighted relative to one another? | 20 |
| 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? | 55 |
| 2.5 | Is the conceptual framework adopted appropriate for the task? | 65 |
| 2.6 | Is the scope of task well defined and does it correspond to the TOR? | 120 |
| 2.7 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 85 |
| | | 400 |

| Technical Proposal Evaluation Form 3 | | | Points Obtainable |
|---|---|-----------|----------------------|
| Management Structure and Key Personnel | | | |
| 3.1 | Task Manager | | 140 |
| | | Sub-Score | |
| | General Qualification | 120 | |
| | Suitability for the Project | | |
| | - International Experience | 25 | |
| | - Zimbabwe Experience | 20 | |
| | - Professional Experience in the area of specialisation | 45 | |
| | - Knowledge of the region | 30 | |
| | - Language Qualifications | 20 | |
| | | 140 | |
| 3.2 | Senior Expert | | 120 |
| | | Sub-Score | |
| | General Qualification | 100 | |
| | Suitability for the Project | | |
| | - International Experience | 15 | |
| | - Zimbabwe Experience | 15 | |
| | - Professional Experience in the area of specialisation | 45 | |
| | - Knowledge of the region | 25 | |
| | - Language Qualifications | 20 | |
| | | 120 | |
| 3.3 | Junior Expert | | 40 |
| | | Sub-Score | |
| | General Qualification | 30 | |
| | Suitability for the Project | | |
| | - International Experience | 5 | |
| | - Zimbabwe Experience | 5 | |
| | - Professional Experience in the area of specialisation | 10 | |
| | - Knowledge of the region | 10 | |
| | - Language Qualification | 10 | |
| | | 40 | |
| | Total Part 3 | | 300 |

ANNEX 1 - TERMS OF REFERENCE

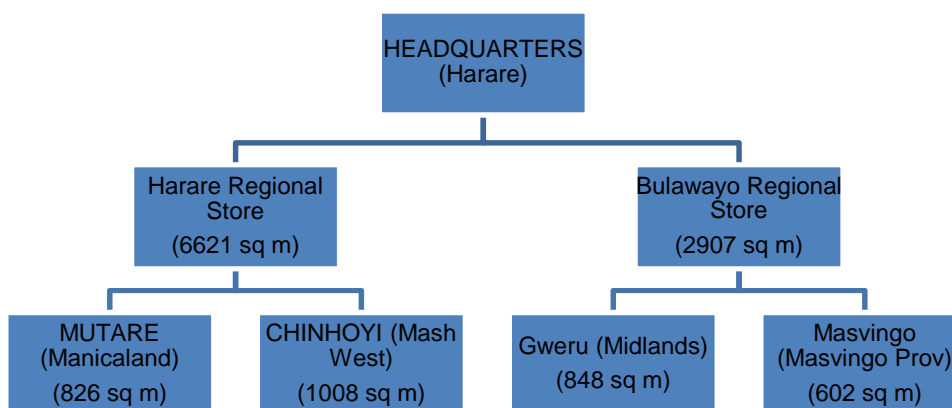
A. Project Description

The UNDP Zimbabwe office was appointed the Principal Recipient (PR) to the Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) for the Round 8 Phase II and Single Stream of Funding (SSF) Malaria. Following the signing of the Grants, a new implementation cycle of the Procurement and Supply Management (PSM) Plans for the three Grants shall take place from July 2012 until end of December 2014.

The total budget PSM activities under these three Grants are approximately \$169,857,771.29. This amount will be spent on various commodities including Pharmaceuticals, Health Products, Health Equipment, Non-health Products and Services, and Procurement and Supply Management Activities.

B. Scope of Services

UNDP appoints the National Pharmaceutical Company (NatPharm) to store Pharmaceuticals and Health Products especially those requiring cold chain and later and distribute them to Service Delivery Points (SDPs) all over the country. The SDPs are managed by the Ministry of Health and Child Welfare and numbers around 1,100 of them. The NatPharm warehouses are located in:



Objectives

The main objective of this tender is to award a contract to an independent professional company (herein referred to as the Oversight Body) to provide fiscal monitoring and other PSM related oversight services to the UNDP-GF Project Management Unit (PMU) to provide assurance to UNDP that the invoices and supporting document submitted has adequately demonstrated the satisfactory delivery of services as agreed to in the contract. The secondary objective of this tender is to seek professional services on an ad hoc basis relating to Procurement and Supply Management from the same Oversight Body.

Specific Tasks

1. Fiscal Monitoring of Invoices

Prior to making payment, UNDP requires the services of an Oversight Body to review and verify the invoices and supporting document submitted by NatPharm on a monthly basis. These invoices and supporting document shall be checked against the existing Sub-Recipient Agreement on whether the Request for Payment is consistent with the terms and conditions. The rates in the Sub-Recipient Agreement are based on Activity-Based Costing (ABC).

In the event of inconsistencies of any kind, the Oversight Body shall liaise with NatPharm to correct the inconsistencies and re-submit to the Oversight Body for review and verification. At the same time, the Oversight Body shall alert UNDP.

In the event of inconsistencies, the Oversight Body shall submit a report of its findings to UNDP and recommend the amount for payment.

Additionally, the Oversight Body shall maintain a running log of payments during the course of the contract, which shall be made available to UNDP upon request.

Key Performance Indicators:

- NatPharm submits Request for Payment to UNDP by 10th day of every new month
- UNDP submits to Oversight Body by the 12th of every new month
- Oversight Body submits its final report to UNDP by 22nd of every new months

Deliverable:

- Monthly report on review and verification of invoices and supporting documents submitted by NatPharm
- Running Log of NatPharm Payments

Frequency:

A total of 24 services and reports will be expected, one for each month for the duration of this contract.

2. Review of the Activity-Based Costing (ABC) Model

The Development Partners in Zimbabwe pay NatPharm on a fee-for-service basis. The rates are based on a determination of the costs to NatPharm in providing the services using the ABC model. The cost is determined in a fair and transparent manner upon consultation with NatPharm, and should be compared with a benchmark from similar services in the commercial sector.

The existing Sub-Recipient Agreements allow for a review of the rates. The Oversight Body shall be responsible to review the costing assumptions built into the ABC model. The next review is to be completed by 01 July 2013.

The Oversight Body will recommend revisions, if found to be necessary to the ABC model based on changes in costs to Natpharm for providing such services indicated in the model. Reviews of the model shall include:

- Comparison to benchmark:* The Oversight Body shall provide a benchmark for providing similar services in the commercial sector based on a sample of commercial sector services. Comparison of costs to this benchmark shall be included in the Report. If NatPharm activity-based costs fall above the average costs of this benchmark, the Oversight Body shall be tasked with identifying process changes and/or efficiencies to align costs to benchmark. These recommendations shall be included in the audit.
- Updates to the ABC model:* The Oversight Body shall review and verify any updates to the ABC model and recommend modifications of the ABC costing based on changes to the cost incurred by NatPharm to provide such services. The review shall be inclusive of all major variables impacting the costing, including: capacity utilization, human resources, transport, infrastructural costs, and other incidentals. Variables causing changes in costing shall be clearly identified as part of the Oversight Body's Report.
- Auditing of update ABC model into Navision:* The Oversight Body shall validate that any agreed updates to the ABC costing model will be done accordingly

Key Performance Indicators:

- Oversight Body conducts the review of the current ABC Model and submits its report to UNDP by 01 June 2013
- After discussion with UNDP, Oversight Body presents the review of the current ABC Model to UNDP and other Development Partners by 21 June 2013
- Consultation meeting with NatPharm by 05 July 2013
- Estimated implementation by 01 August 2013 Oversight Body conducts the review of the current ABC Model and submits its report to UNDP by 01 June 2013
- After discussion with UNDP, Oversight Body presents the review of the current ABC Model to UNDP and other Development Partners by 21 June 2014
- Consultation meeting with NatPharm by 05 July 2014
- Estimated implementation by 01 August 2014

Deliverable:

- Review, provide recommendations, present the output of the review and submit final report on the current ABC Model

Frequency:

A total of 2 services and reports will be expected, one for 2013 and another for 2014 for the duration of this contract.

3. Calculating Risk and Loss-based Adjustments to Invoicing

To move to a performance-based payment system for NatPharm, the Oversight Body shall recommend adjustments to invoicing based on costs to UNDP incurred by avoidable risk or loss. A Schedule of Adjustment, developed by the Oversight Body, shall determine the amount/penalty through avoidable events and recommend a concomitant adjustment of future invoices.

The Oversight Body shall also be responsible for monitoring and reporting events incurring such costs, and shall notify UNDP when these events have impacted Global Fund stocks or processes. Invoices from NatPharm shall then be adjusted according to the agreed-upon Schedule of Adjustment. The Oversight Body shall be responsible for the following deliverables:

- a) **Schedule of Adjustment:** based on cost or risk-adjusted cost to UNDP for various avoidable events. This deliverable shall clearly identify:
- i. The indicators to be analyzed for invoicing adjustments
 - ii. The way such information will be gathered
 - iii. The amount/penalty suggested

Indicators established by the Schedule of Adjustment may include but shall not necessarily be limited to:

- Delayed entry of received Global Fund stock into Navision resulting in goods not being covered by insurance upon delivery
- Incorrect logging of other partners' goods as Global Fund goods leading to additional insurance charges for non- Global Fund goods by UNDP
- *Loss of product:* Avoidable loss of product due to poor maintenance of storage areas, leakage, or other avoidable adverse events. Loss penalties shall not be used to fully indemnify NatPharm or recoup the cost of the product, but rather to create incentives in the context of a performance-based payment system.
- *Non-reporting of wastage/scraping:* Wastage or scraping that is not reported represents a risk to the donor and administration of the grant. Wastage/scraping should be reported within 10 days of the event
- *Loss due to excess temperatures:* Inappropriate temperature-based storage conditions, for example due to cold storage or lack of ventilation shall be identified so that invoicing may

be adjusted according to risk or loss of the product Loss penalties shall not be used to fully indemnify NatPharm or recoup the cost of the product, but rather to create incentives in the context of a performance-based payment system.

- *Storage outside of secure areas:* Storage of ARVs outside of secure areas represents an unnecessary risk to stock and should be adjusted accordingly
- *Delayed delivery schedules:* Delivery delays reflect a cost to beneficiaries and to the donor due to risk or actual cause of expiries and/or stock-outs
- *Variance from order or delivery requests:* Any variance of actual delivery by NatPharm from what is ordered/requisitioned by the sites or other eligible persons/entities. This indicator only evaluates the execution of the order being placed and not the order itself.

- b) **Report to UNDP on incidents of losses/risks:** Occurrence of the above events shall be first highlighted to UNDP in an email within 3 calendar days followed by an official report at a date to be agreed upon. Additionally, the Oversight Body shall maintain a running log of such events in the course of the contract, which shall be made available to UNDP upon request. The Oversight Body shall capture information such as the below and provide recommendation to avoid a recurrence:

- i. Description of the event
- ii. Specific risk to UNDP (potential or actual cost)
- iii. Suggested amount/penalty as per the Schedule of Adjustment

Key Performance Indicators:

- Schedule of Adjustment to be completed by 28 Feb 2013
- After discussion with UNDP, Oversight Body presents the Schedule of Adjustment to UNDP and other Development Partners to be completed by 29 March 2013
- Consultation meeting with NatPharm to be completed by 30 April 2013
- Reporting of incidents of losses/risks to UNDP by email within 3 calendar days

Deliverable:

- Schedule of Adjustment, present the output to UNDP, other Development Partners and NatPharm and submit final report
- Reporting of incidents of losses/risks to UNDP by email

Frequency:

A total of one (1) service for Schedule of Adjustment and Reporting of Incidents on 'as and when occurred basis'

4. Auditing of Risk and Fraud Prevention Practice

The Oversight Body shall provide UNDP with a review of the "Global Fund – PSC/004/2010 Oversight/Verification Services For National Pharmaceutical Company" report. This update shall include:

- a) A review of current evaluation of performance against all risks identified in the initial and subsequent documents, including qualitative and quantitative analysis of improvements related to that risk
- b) Recommendations for NatPharm and UNDP for minimizing all risks outlined in the initial and subsequent documents through a Risk Roadmap for incrementally reducing these risks over the coming year according to the recommendations outlined above
- c) Any additional risks identified after the initial and subsequent documents
- d) Tracking of Risk Roadmap 6 months at intervals or upon request by UNDP

Key Performance Indicators:

- A current evaluation of risk identified in the 'Global Fund – PSC/004/2010 Oversight/Verification Services For National Pharmaceutical Company', and hold a joint meeting with UNDP and NatPharm to discuss and agree on the Risk Roadmap to be completed within 120 days from commencement of contract

- Call for subsequent joint meeting in the event that additional risk/s are identified and risks minimizing actions agreed

Deliverable:

- A report on the current evaluation of risk identified in the 'Global Fund – PSC/004/2010 Oversight/Verification Services For National Pharmaceutical Company' to be completed by 28 Feb 2013
- Convene a joint meeting with UNDP and NatPharm to discuss and agree on the Risk Roadmap to be completed by 29 March 2013
- Finalise the Risk Roadmap by 30 April 2013
- Call for subsequent joint meeting in the event that additional risk/s are identified and update the Risk Roadmap on 'as and when occurred basis'

Frequency:

A total of one (1) service and update of Risk Roadmap on 'as and when occurred basis'.

5. Computer Control Audit

The Oversight Body shall provide a computer control audit on all the parameters in Navision pertaining to the ABC Model's invoicing for Handling, Storage and Distribution services to UNDP.

The following system audit procedures on the Navision ERP system are expected:

- Test and evaluate the general computer controls
- Test and evaluate the application controls
- Perform business process reviews
- Perform Computer Aided Audit Techniques (CAATS) on a sample of transactions
- Issue report on findings and recommendations with NatPharm comments.

The key general computer controls areas to be covered include:

- Data centre and network operations
- Access security
- Program changes
- Application system changes, if any
- Operating system changes, if any

In the event of inconsistencies of any kind, the Oversight Body shall liaise with NatPharm to correct the inconsistencies and at the same time, alert UNDP.

Key Performance Indicators:

- The Oversight Body submits its report to UNDP by 28 June 2013, 29 Nov 2013 and 31 July 2014
- After discussion with UNDP, Oversight Body presents their findings to UNDP and other Development Partners 30 days after the submission of the report, if required by UNDP
- Consultation meeting with NatPharm to be agreed upon, if required by UNDP

Deliverable:

- Report on the computer controls audit including any correction of inconsistencies performed

Frequency:

A total of 3 services and reports will be expected for the duration of this contract.

6. Any other unforeseen ad-hoc duties

From time to time, UNDP may require independent professional services related to the Capacity Development Plan and/or PSM activities not specified in this Terms of Reference. This may include but not limited to spot checks, ad hoc investigations etc for purposes not identified at the time of the tender.

For the purpose of budgeting, a total of 15% of the cost of the contract shall be allocated to ad-hoc duties. The actual charges for the services required shall be mutually agreed in advance based on an equivalent unit rate for similar services prior to commencement of work.

The Oversight Body shall only invoice for actual service/s rendered only.

C. Institutional Arrangement

- 1) The Oversight Body shall work directly with the PSM Team of the UNDP-GF PMU, including supervision and reporting. For any nature of work that lies beyond the mandate of the PSM Team, the Project Coordinator's clearance/approval shall be sought.
- 2) The Oversight Body is expected to liaise/interact/collaborate/meet with Officials from NatPharm, Ministry of Health and occasionally from other UN Agencies in the course of performing the work.
- 3) UNDP does not foresee the need to provide any facility, support personnel, support service, or logistics in the course of performing the work.

D. Duration of the Work

- 1) The contract is expected to start on 25 January 2013 (latest) for the life of the Round 8 Phase II and Single Stream of Funding (SSF) Malaria Grants, which is up to 31 Dec 2014.

E. Location of Work

- 1) The services are expected to be performed in Harare but since NatPharm has branches outside of Harare, there may be a possibility that travel may be required.
- 2) The Oversight Body may be required to make presentation of their findings in Harare .

F. Qualifications of the Successful Service Provider at Various Levels

- 1) UNDP intends to award a contract to an independent professional company to provide the required services.
- 2) The company must have a minimum of 10 years track record in the areas of specialization required in this tender. Companies with a presence in Zimbabwe in highly preferred. Experience in the Region and positive past experience in working for UNDP, the GFATM and/or other bilateral/multilaterals are added advantage.
- 3) The Task Manager of the company must have a minimum of 7 years track record in the areas of specialization required in this tender. He/she must have a minimum of 3 years of international experience, minimum of 2 years of Zimbabwe experience and demonstrated knowledge of the region. Fluency in English is imperative. Minimum level of education: Masters Degree in related field.
- 4) The Senior Expert of the company must have a minimum of 5 years track record in the areas of specialization required in this tender. He/she must have a minimum of 2 years of international experience, minimum of 1 year of Zimbabwe experience and demonstrated knowledge of the region. Fluency in English is imperative. Minimum level of education: Masters Degree in related field.
- 5) The Junior Expert of the company must have a minimum of 3 years track record in the areas of specialization required in this tender. He/she must have a minimum of 1 year of international experience, minimum of 1 year of Zimbabwe experience and demonstrated knowledge of the region. Fluency in English is imperative. Minimum level of education: Bachelor Degree in related field.

- 6) It is envisaged that a team of a minimum of 3 experts is needed to be formed, consisting of at least one expert in Microsoft Navision and another in Audit or Finance Verification.

G. Scope of Proposal Price and Schedule of Payments

- 1) The contract is envisaged to be on the basis of fixed output-based price and not based on a daily/weekly/monthly rate adjustable in accordance to work order.
- 2) The price specified in the Price Proposal should include all inclusive professional fee, inclusive of travel, living allowances, taxes, etc.
- 3) Payment shall be made when the Oversight Body satisfactorily meets the specified Deliverables under each Activity.

H. Recommended Presentation of Proposal

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, Proposers are recommended to use the existing templates in this tender document, as well as the format/sequencing of their presentation.

I. 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%.

ANNEX 2A – FORM FOR PROPOSAL COVER LETTER⁵
(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[insert: Location]

[insert: Date]

To: Project Coordinator, Global Fund PMU, UNDP Zimbabwe

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]

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

ANNEX 2B - DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER

Proposer Information Form⁷

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) | | |
| 10. 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 | | |
| 14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> 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 <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

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.

Joint Venture Partner Information Form (if Registered)⁸

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 <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

⁸ 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.

ANNEX 2C - TECHNICAL PROPOSAL FORM

| |
|---|
| TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES |
|---|

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

| | |
|--|--|
| 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

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.

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: | | |
| 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. | | |
| | | |
| _____ Signature of the Nominated Team Leader/Member | | _____ Date Signed |

ANNEX 2D – FINANCIAL PROPOSAL FORM

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. Cost Breakdown per Deliverables*

| | Services | Frequency | Unit Price in USD | Total Price in USD |
|----|---|-----------|-------------------|--------------------|
| | Audit of Natpharm Processes and Performance | | | |
| 1 | Fiscal Monitoring of Invoices | 24 | | |
| 2 | Review of the Activity-Based Costing (ABC) Model | 2 | | |
| 3a | Calculating Risk and Loss-based Adjustments to Invoicing | 1 | | |
| 3b | Reporting of Incidents on 'as and when occurred basis' | 2 | | |
| 4a | Auditing of Risk and Fraud Prevention Practice | 1 | | |
| 4b | Update of Risk Roadmap on 'as and when occurred basis' | 1 | | |
| 5 | Computer Controls Audit | 3 | | |
| 6 | Any other unforeseen adhoc duties (15% of the total cost of Activities 1 - 5 above) | 15% | | |
| | | | | |
| | | | | |
| | Sub Total | | | |
| | Value Added Tax (VAT) | | | |
| | Grand Total | | | |

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

| Description of Activity | Remuneration per Unit of Time (e.g., day, month, etc.) | Total Period of Engagement | No. of Personnel | Total Rate for the Period |
|--------------------------------|--|----------------------------|------------------|---------------------------|
| I. Personnel Services | | | | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Field Offices | | | | |
| a . Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 3. Services from Overseas | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| | | | | |
| 6. Others | | | | |

ANNEX 3 – 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 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 Proposer.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

ANNEX 4 – 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

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

ANNEX 5 – FORM FOR ADVANCED PAYMENT GUARANTEE¹⁰

(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.

_____ *[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.*

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 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."

ANNEX 6 – TEMPLATE FOR CONTRACT FOR PROFESSIONAL SERVICES (FOR THE PROPOSER'S REFERENCE)

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

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

| <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
| | | | |
| | | | |
- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]**[INDICATE DELIVERY DATES]**

e.g.

| | |
|-----------------|-----------|
| Progress report | .././.... |
| | .././.... |
| Final report | .././.... |

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

| <u>MILESTONE</u> | <u>AMOUNT</u> | <u>TARGET DATE</u> |
|------------------|---------------|--------------------|
| Upon..... | | .././.... |

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor

shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

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

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

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

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

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

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

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

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

ANNEX 7 – UNDP GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF THE PURCHASE ORDER**
This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery4. of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase5. Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.
 2. **PAYMENT**
 - 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
 - 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase7. Order, provided payment is made within 7.1 the period required by such payment terms.
 - 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification 7.2 number.
 - 2.4 The prices shown in this Purchase Order may not be increased except by express8. written agreement of UNDP.
 3. **TAX EXEMPTION**
 - 3.1 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 utilities 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 any9. governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
 - 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.
- RISK OF LOSS**
Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.
- EXPORT LICENCES**
Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.
- FITNESS OF GOODS/PACKAGING**
The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.
- INSPECTION**
UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.
- INTELLECTUAL PROPERTY INFRINGEMENT**
The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.
- RIGHTS OF UNDP**
In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:
Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
Refuse to accept delivery of all or part of the goods.

- Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.
10. **LATE DELIVERY**
Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.
11. **ASSIGNMENT AND INSOLVENCY**
The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.
12. **USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**
The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.
13. **PROHIBITION ON ADVERTISING**
The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.
14. **CHILD LABOUR**
The Supplier represents and warrants that neither it nor any of its affiliates 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.
Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.
15. **MINES**
The Supplier represents and warrants that neither it nor any of its affiliates 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.
Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.
16. **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, or relating to this Purchase Order 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.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
17. **PRIVILEGES AND IMMUNITIES**
Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.
18. **SEXUAL EXPLOITATION:**
18.1 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 favours 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.

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.

- 18.2 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.

20. **AUTHORITY TO MODIFY:**
Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

OFFICIALS NOT TO BENEFIT:

ANNEX 8 – VENDOR PROFILE

| SUPPLIER INFORMATION | | | |
|-----------------------|-------------------------------------|-------------------------------|----------------|
| Company Name: | Parent Company Name (if applicable) | Web Site URL: (if applicable) | |
| Street Address | | | |
| City Postal Code | State/Province/County | Country | |
| Contact Person (MAIN) | Telephone | Fax | E-mail Address |
| Name: | | | |

| BENEFICIARY BANKING INFORMATION | | | |
|---|--|--|--------------------------------------|
| Bank Name | | | |
| Bank ID: | <u>For US banks only use whether: (9 digits)</u> ACH <input type="checkbox"/> <input type="checkbox"/> Fed wire | SWIFT code 8 or 11 characters (required for overboard payments) | |
| Branch ID: (for Canadian Banks only) 9 digits routing no. | | Branch Name: | |
| Street Address: | | | |
| City | Country | State/Province | Postal Code |
| BENEFICIARY BANK ACCOUNT DETAILS | | | |
| Account Name: (name as it appears on bank account) | | Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE INDICATE) _____ | |
| Bank Account No. : (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES) | | Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings | |
| IBAN (European Banks) | | | |
| Transit Code (5 digit) Canadian Banks | | Sort Code (6 digits) UK Banks | BSB code (6 digit) Australia Banks |
| Bank Information for Intermediary/Correspondent Bank (if applicable) | | | |
| Name of Bank : | | Address of Bank : | |
| Bank Account No (of beneficiary bank with intermediary bank) | | SWIFT Code: | FED WIRE NO. (US BANKS ONLY) |

INCOMPLETE OR ERRONEOUS INFORMATION WILL PREVENT FINAL CREDIT OF PAYMENTS TO YOUR ACCOUNT