



## **Request for Proposal (RFP)**

### **RFP-ZIM-GF-006-2013 – Staff Survey Consultancy Services**

Date: 05 March 2013

Dear Sir/Madam,

Subject: RFP-ZIM-GF-006-2013 for the provision of Staff Survey Consultancy Services

1. **You are requested to submit a proposal for the service as per enclosed Terms of Reference (TOR).**
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Technical Evaluation Criteria ..... (Annex III)
  - iv. Terms of Reference (TOR) ..... (Annex IV)
  - v. Proposal Submission Form ..... (Annex V)
  - vi. Price Schedule ..... (Annex VI)
  - vii. Acknowledgement Letter ..... (Annex VII)
3. **Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 25<sup>th</sup> March 2013, 1300Hrs Local Time.**

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-006-2013-Staff Survey Consultancy Services.**”

DEADLINE: 25<sup>th</sup> March 2013 AT 13:00 HRS Local time  
“NOT TO BE OPENED BY REGISTRY”

Marked with: “**RFP-ZIM-GF-006-2013-Staff Survey Consultancy Services**”

By secured email:

Your offer comprising of technical proposal and financial proposal, in emails, should reach the email address of: [zw.bids.gfam@undp.org](mailto:zw.bids.gfam@undp.org) no later than 25<sup>th</sup> March 2013 at 13:00 Hrs, Harare local time with the subject heading of: **Tender Ref nr: “RFP-ZIM-GF-006-2013-Staff Survey Consultancy Services”**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Queries and questions regarding the RFP content should be directed to [zw.psm.gfatm@undp.org](mailto:zw.psm.gfatm@undp.org) 5 days prior to RFP closing date.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal using the Acknowledgement Letter (Annex VII).

Yours sincerely,

(Signature on file)

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PSM Team  
UNDP Zimbabwe  
GFATM Programme Management Unit

**Instructions to Offerors****A. Introduction****1. General**

The purpose of the RFP is to invite Offerors to submit proposals for the provision of a team of two Consultants to carry out staff survey on satisfaction, motivation and identification of non-financial incentives to address staff retention challenges faced in the Ministry of Health and Child Welfare. UNDP is facilitating the advertisement of this tender on behalf of the Health Service Board (HSB) who will be solely responsible for the selection and contracting of the consultants. The Consultancy engagement is for a period of 21 working days to be done beginning of April 2013. The Project name is GFATM R8 Phase 2. Consultancy will be done in Zimbabwe.

**2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**B. Solicitation Documents****3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

## **5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

## **C. Preparation of Proposals**

### **6. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English/French/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/French/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /French /Spanish translation shall govern.

### **7. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex V);
- (b) Technical Proposal, including documentation to demonstrate that the Offeror meets all requirements, completed in accordance with clause 8;
- (c) Price schedule, completed in accordance with clause 9;

### **8. Technical Proposal**

The Offeror shall structure the operational and technical part of its Proposal as follows:

#### **(a) Management plan**

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The contents should include:

- Organisational Background (Infrastructure, Assets and Establishment)
- Experience in similar and relevant skill or expertise
- Previous relevant UNDP projects or UN or similar or equivalent organizations

(b) Proposed methodology

The contents should include:

- Methodology and Approach understanding and clarity
- Concepts with relevant details
- Schedule, planning and allocation of Resources
- Clear deliverables and milestones.

(c) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. The contents should include:

- CVs of the key personnel to perform this task, with Qualifications in terms of education, consultancy, specializations and other relevant requirement.
- Key Technical Skills related to project scope
- Previous UNDP or equivalent similar organisation performance appraisal
- References

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents (Annex VI), the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in US dollars or any convertible currency.

**11. Period of validity of proposals**

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Offeror shall prepare three copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The three copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## D. Submission of Proposals

## 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

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-006-2013**-Staff Survey Consultancy Services.

DEADLINE: 25<sup>th</sup> March 2013 AT 13:00 Hrs Local time  
"NOT TO BE OPENED BY REGISTRY"

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

#### **15. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **25<sup>th</sup> March 2013 AT 13:00 Hrs Local time**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.



The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR). (Annex IV)

#### Combined 70/30

In the Second Stage, the total number of points allocated for the price component is 100. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions who have attained minimum 70% score in the technical evaluation. All other price proposals will receive points in inverse proportion to the lowest price.

$$\frac{\text{Lowest Price} \times 100}{\text{Other Price under Consideration}} = \text{Financial Score}$$

The weights given to the technical and financial proposals are 70% and 30%, respectively.

$$\text{Total combined score} = [70\% \times \text{Technical Score}] + [30\% \times \text{Financial Score}]$$

The contract will be awarded to the Contractor obtaining the highest Total combined score.

#### **F. Award of Contract**

##### **22. Award criteria, award of contract**

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

##### **23. Purchaser's right to vary requirements at time of award**

The procuring UNDP entity reserves the right at the time of award of contract to vary the quantity of services and goods by +/- 20% specified in the RFP without any change in unit price or other terms and conditions.

##### **24. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the procuring UNDP entity.

**General Conditions of Contract**

**1. LEGAL STATUS**

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

**2. SOURCE OF INSTRUCTIONS**

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

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

**4. ASSIGNMENT**

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

**5. SUB-CONTRACTING**

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

**6. OFFICIALS NOT TO BENEFIT**

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

**7. INDEMNIFICATION**

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

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

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

## **E. 9. ENCUMBRANCES/LIENS**

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

## **10. TITLE TO EQUIPMENT**

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

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the

Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## 12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

## 13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## 14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## 15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## 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 Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### 16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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 relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## 18. TAX EXEMPTION

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

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

## 19 CHILD LABOUR

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

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

## 20. MINES

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

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

## 21. OBSERVANCE OF THE LAW

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

## 22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

## Technical Evaluation Criteria

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

### Detailed evaluation criteria

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	100					
1.2	Litigation and Arbitration history	20					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	50					
1.4	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.	10					
1.5	Quality assurance procedures, warranty	20					
1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	100					
Total Part 1		<b>300</b>					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the	50					

	task?						
2.2	Have the important aspects of the task been addressed in sufficient detail?	50					
2.3	Are the different components of the project adequately weighted relative to one another?	50					
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?	40					
2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of task well defined and does it correspond to the TOR?	50					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30					
	<b>Total Part 2</b>	<b>300</b>					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Task Manager (Team Member A)							
			Sub-Score					
	General Qualification		70					
	Suitability for the Project							
	- International Experience		10					
	- Training Experience		40					
	- Professional Experience in the area of specialization		60					
	- Knowledge of the region		10					
	- Language Qualifications		10					
				200				
3.2	Senior Expert (Team Member B)							
			Sub-Score					
	General Qualification		70					
	Suitability for the Project							
	- International Experience		10					
	- Training Experience		40					
	- Professional Experience in the area of specialization		60					
	- Knowledge of the region		10					
	- Language Qualifications		10					
	Total Part 3			200				



### **TERMS OF REFERNECE**

#### **1. BACKGROUND / ORGANIZATIONAL CONTEXT**

The Global Fund to Fight AIDS Tuberculosis and Malaria (GF) granted Zimbabwe Round 8 HIV, TB and Malaria grants totaling over \$400 million over five years starting in January 2010. The Health Services Board (HSB) is a Sub-Recipient (SR) under the cross-cutting Health Systems Strengthening (HSS) component and receives funds from grants for all three diseases (HIV, TB & Malaria).

To support the implementation of the Round 8 activities the Principal Recipient, UNDP, is implementing a Capacity Development Plan to build the capacity of each Sub-Recipient, aiming to address any weaknesses in financial management, program management, HR Management and monitoring and evaluation. As part of this plan, the HSB is wishing to carry out an updated staff survey on satisfaction, motivation and identification of non-financial incentives to address the issue of poor staff retention.

#### **2 SCOPE OF WORK (ACTIVITY 6.1), RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK**

##### **a. Objectives of the Consultancy**

1. To identify factors that influence employee satisfaction in the public health sector.
2. To identify the major reasons for employee dissatisfaction/ de-motivation in the public health sector.
3. To establish and evaluate the extent or levels of employee satisfaction in the health sector.
4. To come up with Employee Satisfaction Index (ESI) tools.
5. To develop a non financial incentives plan that can be adopted to enhance employees' satisfaction/ motivation in the Public Health sector.
6. To identify whether there will be a significant increase in levels of satisfaction due to the introduction of various mechanisms to improve employee satisfaction at the workplace.
7. To come up with an ESI scorecard to assist the Health Service Board in devising programs aimed at satisfying emerging or unmet needs

8. To come up with ESI Values that will be calculated periodically for each health worker in order to spot any signs of declines in employee satisfaction levels, to arrest attrition and to enhance tracking of satisfaction levels.

**b. Methodology**

A team of two consultants will do the following:

1. Work with HSB to develop a sample cross section of staff within the public health sector representative of the employee mix.
2. Develop the survey instrument to be used.
3. Carry out field trips and implement the survey.
4. Develop National, Province and District non-financial incentives plan from the staff survey.
5. Facilitate a stakeholder meeting to review and agree survey results and incentives plan.
6. Build capacity on employee satisfaction tools within the HSB

**c. Key Activities/Tasks for the consultant**

	<b>Activity/Milestones</b>	<b>Duration</b>
1.	Carry out updated staff survey on satisfaction, motivation and identification of national non-financial incentives to address the issue of poor staff retention. This will be used as a resource mobilisation tool with other donors.	10 days
2.	Define National, Provincial and District level non-financial incentives plans from the staff survey.  The tasks must include an assessment of possible support for professional development in international qualifications to support staff retention, time period for bonding after qualification gained amongst other issues.	10 days
3.	Facilitate a one day, HSB and partner (stakeholder) meeting to review and agree survey results and incentives plan.	1 day
<b>Total</b>		<b>21 days</b>

**d. Deliverables**

1. Survey collection tools

2. Employee Satisfaction Index (ESI) Tools.
3. Staff Satisfaction Survey Report
4. National, Provincial and District non-financial incentives plans.
5. A stakeholder meeting report.
6. Capacitate HSB staff on the developed tools for future use.
7. A Consultancy report.

**e. Person to Supervise the Work/Performance of the Service Provider**

The team of two consultants will be supervised by the HSB management team in collaboration with the MoHCW GFATM Coordinator and UNDP Capacity Development team.

**3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

- A minimum of 7 years relevant professional experience in the health sector.
- Experience of facilitating review meetings.
- Excellent interpersonal skills are essential part of the job.
- Ability to communicate effectively, both orally and in writing, and to prepare accurate and complete reports and other documents.
- Fluency in English and good verbal and written skills.
- Excellent organizational and administrative skills.
- Ability to work in complex environment.

**4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**

Interested firms/organizations must submit the following documents/information to demonstrate their qualification to carry out requested service:

**1. Proposal Submission Form:**

- a) Explaining why they are the most suitable for the work
- b) Provide a brief methodology on how they will approach and conduct the work
- c) Company Profile
- d) Provide CVs of the two individuals proposed to carry out consultancy including proof of academic and professional qualification and past experience in similar projects and at least 3 references

**2. Financial proposal**

- The Contract will be awarded on a Firm Fixed- Price basis
  - The financial proposal shall specify a total lump sum amount for the two consultants, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract).

- Payments will be made in two stages: 1) 50% of the total contract value will be paid upon successful completion of Milestone number 1. The second and final payment will be made upon successful completion of Milestone 2 & 3. Service delivery should comply with the specified TOR.
- In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).
- All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel.
- In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.
- Please use the Price Schedule, Annex VI to submit the Financial proposal

## Annex V

### PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services on **RFP-ZIM-GF-006-2013-Staff Survey Consultancy Services** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Duly authorised to sign Proposal for and on behalf of

Signature & Stamp of entity

Dated this day /month / year

Name of representative:

Address:

Telephone/Fax:

## PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

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

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

<b>Price Schedule:</b>  <b>Request for Proposals No. RFP-ZIM-GF-006-2013 for provision of Staff Survey Consultancy Services</b>				
Description of Activity/Item (Milestones)		Number of Days	Daily Rate (USD)	Total Amount (USD)
1.	Carry out updated staff survey on satisfaction, motivation and identification of national non-financial incentives to address the issue of poor staff retention. This will be used as a resource mobilisation tool with other donors.	10		
2	Define National, Provincial and District level non-financial incentives plans from the staff survey.	10		

	The tasks must include an assessment of possible support for professional development in international qualifications to support staff retention, time period for bonding after qualification gained amongst other issues.			
3	Facilitate a one day, HSB and partner (stakeholder) meeting to review and agree survey results and incentives plan.	<b>1</b>		
	<b>TOTAL COST USD</b>			

## Attachment VII

### Acknowledgement Letter

PLEASE TYPE OR PRINT LEGIBLY & RETURN BY EMAIL TO [zw.psm.gfatm@undp.org](mailto:zw.psm.gfatm@undp.org)

Date: .....

Dear PSM Team,

Subject: **RFP-ZIM-GF-006-2013-Staff Survey Consultancy Services**

We, the undersigned, acknowledge receipt of your Request for a Proposal dated 05 March 2013 for the service of the above-mentioned projects and hereby confirm that:

a) ☐ we intend

b) ☐ we do not intend

to submit a proposal to the United Nations Development Programme by the deadline of 25 March 2013, 1300hrs local Time.

<b>Names of our representative(s) designated for this engagement</b>		1. ....; and 2. ....			
<b>Firm/Company's name (Proposer):</b>					
<b>Address:</b>					
<b>City:</b>		<b>Country:</b>		<b>Zip:</b>	
<b>Signature of Authorized Representative:</b>					
<b>Name:</b>		<b>Title:</b>			
<b>Telephone No.:</b>		<b>Ext.:</b>		<b>Fax No.:</b>	
<b>Email address:</b>					