



REQUEST FOR PROPOSAL (RFP)

To: Eligible Consulting firms	DATE: January 22, 2019
	REFERENCE: UNDP-RFP/UGA19/001

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consultancy firm to Prepare a Baseline Study for EU/UN Spotlight Initiative to Eliminate Violence Against Women and Girls in Uganda.**

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

Technical and Financial proposals must be separately sealed in individual envelopes (marked "Technical Proposal" or "Financial Proposal", each containing one original copy marked as such, one copy and a digital copy in a CD/USB drive) and both envelopes contained in one larger envelope clearly marked "Consultancy firm to Prepare a Baseline Study for EU/UN Spotlight Initiative to Eliminate Violence Against Women and Girls in Uganda. Proposals may be submitted on or before **Wednesday, February 13, 2019 at 12:00 hrs** and via email, courier mail to the address below:

**United Nations Development Programme, Yusuf Lule Road, Plot 11
Kampala, Uganda
Attn: Procurement office**

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.


Alexander S. Muhwezi
Procurement Analyst
22 January 2019

Description of Requirements

Context of the Requirement	<p>1. Introduction and Background</p> <p>Violence against women and girls (VAWG) is one of the most widespread, persistent and devastating human rights violations in the world today. It is a major obstacle to the fulfillment of women's and girls' human rights and development and a threat to the achievement of the Sustainable Development Goals.</p> <p>Gender inequality and violence are manifested throughout the life cycle of women and girls, in countless ways, and are widely accepted as a normal part of what it is to be a woman or a girl. According to the 2016 UDHS, 56% of women have experienced spousal violence and 22% sexual violence. Economic violence and the denial of women's and girls' land and inheritance rights, including illegal deprivation of widow's and orphan's assets also remain rampant. Harmful practices (HP) such as child/early marriage and female genital mutilation (FGM) still prevail in some parts of Uganda. For example, over 15% of ever-married women (aged 20-49 years) were married by the age of 15, and 49% by the age of 18 (UNICEF). The Violence Against Children Survey (2015) revealed that 35% of girls and 17% of boys had experienced sexual violence, and 59% of females and 68% of males reporting experiencing physical violence during childhood.</p> <p>Harmful social norms, attitudes, behaviors and practices – particularly discriminatory gender norms, inequitable power relations between women and men, and norms and practices around marriage and girls' education – are a root cause of VAWG and HP in Uganda. The patriarchal system in Uganda upholds values, beliefs and practices that reinforce the privilege of men and their role in society. For example, according to the UDHS 2016, 49% of women and 41% of men believe a man is justified in beating his wife in certain circumstances.</p> <p>The situation has been compounded by limited access to sexual and reproductive health services and essential medical services for survivors of VAWG/HP. This has resulted into a low modern contraceptive prevalence rate of 35% and unmet need of family planning as high as 28% and teenage pregnancy rate is one of the highest in the region at 25%. Obstetric complications are common with an estimated back-log of 140,000 – 200,000 obstetric fistula cases in Country.</p> <p>To address the challenges of VAWG, the European Union (EU) and the United Nations have embarked on a new multi-year programme - the EU-UN Spotlight Initiative. The Spotlight Initiative aims to support transformative change on the ground to end violence against women and girls and harmful practices, in numerous countries globally. The Initiative comes with the highest level of commitment globally and will be governed by the UN Deputy Secretary-General and the Vice President of the EU Commission.</p> <p>Uganda is one of the eight countries in the African region selected to benefit from the Spotlight Initiative. The Spotlight Initiative in Uganda will be implemented</p>
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through five UN agencies (UN Women, UNFPA, UNDP, UNICEF, and UNHCR); the Government of Uganda, including the Ministry of Gender, Labour and Social Development and District Local Governments; and civil society. It is anchored in the United Nations Development Assistance Framework (UNDAF 2016-2020) for Uganda and supports Uganda's advancement towards achieving the Sustainable Development Goals (SDGs), in particular SDG 5.

The goal of the Spotlight Initiative is for all women and girls, particularly those most vulnerable, live a life free of violence and harmful practices, including child marriage and FGM. It is built around six pillars developed after an extensive global theory of change exercise and contextualized to the Ugandan context:

1. Enhanced legislative and policy framework;
2. Strengthened institutions;
3. Prevention and social norm change;
4. Quality survivor services and ending impunity for VAWG/HP;
5. Improved data availability and capacities; and
6. Strengthening the women's movement.

In Uganda, the Spotlight Initiative programme will focus on seven districts: Amudat, Arua, Kampala, Kasese, Kitgum, Kyegegwa, and Tororo.

Uganda recently submitted the pre-final Country Joint Programme Document, which was developed in full consultation with and participation by Government of Uganda, CSOs, traditional and religious leaders, private sector and other stakeholders. It is anticipated that the document will be approved in December with its implementation to begin in January 2019.

Country Joint Programme Document contains a monitoring & evaluation (M&E) plan and a detailed results framework, of which this baseline forms a part. The baseline is an important element in the M&E plan and will enable the programme team to understand the situation at the beginning of the project and will identify tools and approaches to measure project indicators. Accordingly, UNDP Uganda is seeking to hire a qualified consulting firm or team of consultants to design, plan, and carry out a baseline assessment on the EU/UN Spotlight Initiative to Eliminate Violence Against Women and Children in Uganda.

2. Purpose

Overall, the baseline aims to provide information on the status of the programme beneficiaries in the context of social norms and attitudes related to VAWG, as well as community, civil society, justice sector, and government prevention, response, and support to survivors of VAWG, among others. The results of the baseline will serve as reference to evaluate and measure the contribution of the programme in 2022 during programme final evaluation phase.

	<p>Objectives of the baseline assessment:</p> <ul style="list-style-type: none"> • To collect evidence of the knowledge, attitudes, practices and beliefs of community members, including survivors of VAWG/HP, relating to violence in four target districts and two refugee settlements/host communities to inform program interventions; • To conduct rapid capacity assessments of target beneficiary groups in seven districts to inform training and capacity building interventions; • To document the status of beneficiaries covered by the programme in target districts and identify and quantify the core constraints and opportunities facing programme beneficiaries; • To complete the programme results framework with appropriate baseline values for performance indicators and design a proper Indicator Performance Tracking Table for reporting purpose (including indicator definitions and monitoring methodology and tools); and • To provide appropriate recommendations and areas that need more attention and focus during the project implementation and ways to strengthen on-going monitoring of the project to maximize learning and adjust/improve the programme intervention and monitoring indicators, if necessary.
Implementing Partner of UNDP	United Nations Resident Coordinator's Office (UNRCO)
Brief Description of the Required Services ¹	<p>3. Scope and Key Questions</p> <p>The study will focus on collecting baseline data for a set of Outcome and Output indicators set out in the Programme Results Matrix. The study will include three main components:</p> <p>First, the study will determine the prevalence of and assess community members knowledge, attitudes, practices, and beliefs (KAPB) regarding VAWC, child/early marriage, FGM, and SRHR, as well as the social norms and practices, goals, and values that influence choices. The study must take into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination and uphold the principles of “leaving no one behind,” gender equality, inclusion, and non-discrimination.</p> <p>This prevalence and KAPB assessment will be limited to four programme districts (Amudat, Kasese, Kitgum, and Tororo) and in two refugee settlements and host communities (Impvepi in Arua District and Kyaka II in Kyegegwa District). The remaining portions of the study are required for all seven programme districts.</p> <p>Second, the study will include a knowledge and capacity assessment of select government officials and women's rights advocates, focusing on experience with and capacity for gender-responsive planning and budgeting; advocating for,</p>

	<p>drafting, amending, and implementing laws and policies on VAWG/HP and SRHR; and data collection, analysis, and dissemination. Targeted groups include Parliamentarians, national-level government officials within targeted sectors (gender, human rights, health, education, JLOS, and police), subnational-level government officials in target districts, and select women's rights advocates (national and in target districts). For women's rights advocates, additional assessment areas will be required.</p> <p>A rapid capacity assessment of justice sector officials, including police and prosecutors in target districts, to determine training and equipment needs to effectively investigate and prosecute cases of VAWG, will also be required.</p> <p>Finally, the study will include mapping of existing structures and programmes, primarily focused in all seven programme districts, but also nationally, as needed.</p> <p>In the seven target districts, this includes:</p> <ul style="list-style-type: none"> • Listing of existing ordinances on alcohol, drug abuse, and VAWG/HP prevention and SRHR; • Mapping of existing interventions with religious and cultural institutions that support updating/harmonization of customary practices impacting VAWG, HP, and SRHR; • Mapping of programs for in and out of school youth in target districts that promote gender-equitable norms, attitudes and behaviours and the exercise of rights, including reproductive rights; • Mapping of campaigns challenging harmful social norms and gender stereotyping in target districts and estimated number of people reached through the campaigns; • Mapping of community advocacy platforms that promote gender-equitable norms, attitudes, and behaviours, including SRHR; • Mapping of existing social accountability mechanisms utilized by civil society to monitor and engage in ending VAWG/HP and promoting women's and girls' SRHR. <p>Nationally this includes:</p> <ul style="list-style-type: none"> • Listing of MDAs with national guidelines, protocols, SOPs and tools for delivery of VAWG essential services, and review against established criteria • Listing of existing MDAs and DLGs with with publicly available data, reported on a regular basis, on various forms of VAWG, including SGBV/HP, at country level and district level; and review against established criteria. <p>4. Methodology</p> <p>The consultant is required to develop a comprehensive methodology (including detailed methods, techniques of data collection, analysis and sampling framework) and data collection tools. The consultant is also expected to provide</p>
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	<p>a roadmap for the baseline with clear plan for UN partner engagement. The consultant is also required to explain how quantitative and qualitative data will be collected and used in this survey and also develop a comprehensive technical offer to state his/her understanding of the TOR and strategies to use to perform this assignment.</p> <p>Use of existing data sources – in particular government sources – should be prioritized as much as possible, both to reduce the expense of the baseline, but also to enhance the ability for ongoing annual programme monitoring and government buy-in.</p>
List and Description of Expected Outputs to be Delivered	<p>5. Key Deliverables</p> <ul style="list-style-type: none"> • Inception Report, including methodology and sampling procures, where required, draft data collection tools, quality assurance and risk management strategies, data sources, plan for data analysis, and detailed work plan and schedule. • Data collection report, regarding any primary data collection, including actions taken as a result of any issues arising during the course of data collection, entry, or analysis. • Draft baseline report(s) for comment and feedback. • Recommendations for appropriate indicators and methods for program monitoring during implementation. • Presentation for Stakeholder validation workshop, including on baseline methodology and findings. • Final baseline report, including addressing input from the validation workshop, UN participating UN agencies, the EU, and other government and CSO stakeholders. The report should be a minimum of 30 pages and a maximum of 40 pages in length, excluding annexes. • Cleaned-up datasets, and any coding used to evaluate the data. <p>6. Schedule</p> <p>The consulting firm or team of consultants are expected to commence as soon as practicable, for a total of up to 60 working days. Consultant firm or consultant team should provide an estimated timeline in their proposals for evaluation start, key deliverable, field work and data collection, and evaluation completion.</p> <p>7. Team Composition and Required Competencies</p> <p>The consulting firm or team of consultants must include a lead consultant and the following experience and competencies:</p> <ul style="list-style-type: none"> • Post-graduate qualification in relevant fields (such as evaluation or relevant social science or related field, including law, international relations, development studies, gender studies) with a strong expertise in gender and ending VAWC/HP. • At least seven years of proven experience in conducting qualitative and quantitative research.

	<ul style="list-style-type: none"> • Previous experiencing conducting KAPB surveys, baseline and/or prevalence study, government and justice sector capacity assessments, gender analysis, and participatory research. • Professional experience in the areas of gender, SGBV and/or Human Rights research. • Through knowledge of the Uganda context. • Demonstrated methodological and research skills. • Fluency in English required. Local language skills would be helpful. • Ability to write clearly and concisely in English. <p>8. Management and Implementation Arrangements</p> <p>The consultancy will be contracted by UNDP and report to United Nations Resident Coordinator's Office (UNRCO), principally the Spotlight Programme Coordinator and the UNRCO Monitoring and Evaluation Specialist. The Joint UN Team on Monitoring and Evaluation and the Spotlight Core Management Team will also act as the advisory group for the evaluation process.</p> <p>The EU/UN Spotlight Secretariat based in New York will also provide technical assistance and participate in the review and provide feedback of the inception report and the draft and final report.</p>
Person to Supervise the Work/Performance of the Service Provider	The consultancy will be contracted by UNDP and report to United Nations Resident Coordinator's Office (UNRCO), principally the Spotlight Programme Coordinator and the UNRCO Monitoring and Evaluation Specialist who shall be responsible for assuring the overall technical quality of the key deliverables.
Frequency of Reporting	Weekly
Progress Reporting Requirements	The consultancy will report to United Nations Resident Coordinator's Office (UNRCO)
Location of work	Kampala; United Nations Resident Coordinator's Office (UNRCO)
Expected duration of work	60 working days
Target start date	1st March 2019
Latest completion date	3rd May 2019
Travels Expected	As necessary to achieve the deliverables requested in this RFP.
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the offerors (transport, professional fees, communication, consumables, living allowances, etc.).
Implementation Schedule indicating	Required. To be included in the technical proposal.

breakdown and timing of activities/sub-activities									
Names and curriculum vitae of individuals who will be involved in completing the services	Required. Technical proposals must identify who in the company shall be taking the roles of Team Leader, Senior Expert, and other support staff.								
Currency of Proposal	Uganda Shillings and United States Dollars only								
Value Added Tax on Price Proposal ²	Must be inclusive of VAT and other applicable indirect taxes								
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	120 days								
Partial Quotes	Not permitted								
Payment Terms ³	<p>Price proposal and schedule of payment:</p> <p>The contract will be lump sum with three payments as broken down below, upon successful delivery of the expected products from this consultancy as cleared by the UNRCO and UNDP Uganda Country Office.</p> <p>The deliverable and budget percentages</p> <table border="1"> <thead> <tr> <th>Deliverable</th><th>Percentage payment</th></tr> </thead> <tbody> <tr> <td>1. Submission and approval of the inception report</td><td>20% of the total cost upon</td></tr> <tr> <td>2. Submission and approval of the first draft</td><td>30% of the total cost</td></tr> <tr> <td>3. Submission of the final report</td><td>50% of the total cost</td></tr> </tbody> </table> <p>Condition for Payment Releases: Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the deliverables; and Receipt of original invoice from the Company.</p>	Deliverable	Percentage payment	1. Submission and approval of the inception report	20% of the total cost upon	2. Submission and approval of the first draft	30% of the total cost	3. Submission of the final report	50% of the total cost
Deliverable	Percentage payment								
1. Submission and approval of the inception report	20% of the total cost upon								
2. Submission and approval of the first draft	30% of the total cost								
3. Submission of the final report	50% of the total cost								
Person(s) to review/inspect/ approve outputs/completed services and authorize	Spotlight Programme Coordinator and the UNRCO Monitoring and Evaluation Specialist.								

the disbursement of payment	
Type of Contract to be Signed	Contract for Professional Services
Criteria for Contract Award	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>Full acceptance of the UNDP Contract General Terms and Conditions (GTC).</p> <p>Non- acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
criteria for the Assessment of Proposal	Check evaluation criteria attached below
UNDP will award the contract to:	One and only Service Provider
Annexes to this RFP ⁴	<ul style="list-style-type: none"> • Detailed Terms of Reference (Annex 2) • Form for Submission of Technical and Financial Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4)
Contact Person for Inquiries (Written inquiries only) ⁵	<p>Ms. Allen Namale; Procurement Officer Emails: alexander.muhwezi@undp.org and cc to :allen.namale@undp.org</p> <p>No clarifications will be accepted later than 7th February 2019 17:00 hrs. Responses to such clarifications will be posted at the UNDP Procurement Notice website: http://procurement.notices.undp.org/ and ungm.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>This contact persons and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.</p>
Additional Information	<p>A brief methodology on the approach and implementation of the assignment. Consultant/firm qualification, team composition, and references</p> <ul style="list-style-type: none"> ○ Personal CVs of key personnel involved in the assignment ○ Highlight experience with similar projects ○ Work references, including contact details (name, title, email, phone)

Documentation/information needed to ascertain legality of firm	<p>Company Legal Requirements:</p> <ul style="list-style-type: none"> • Valid and certified Certificate of Incorporation for the Company • Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number) • Tax Clearance Certificate issued by URA or relevant authorities • Valid Trading License (where applicable) • Recently issued Bank Statement (should be issued for the last 6 months) or Audited Books of accounts for last 2 years. • Full and accurate physical, postal, telephone and email address of the firm • Articles and Memorandum of Association
Other Information <i>[pls. specify]</i>	<p>Attach signed CVs for key personnel and statements of undertaking confirming availability for the assignment</p>
Joint Venture, Consortium or Association	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>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.</p>

TECHNICAL EVALUATION CRITERIA

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 specialized skills.)	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience in executing similar projects - Experience in Gender based violence - UNDP/UN/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	Team Leader	300
		Sub-Score
	General Qualification-Post-graduate qualification in relevant fields (such as evaluation or relevant social science or related field, including law, international relations, development studies, gender studies) with a strong expertise in gender and ending VAWC/HP.	120
	Suitability for the Project	
	- International Experience	10
	<ul style="list-style-type: none">At least seven years of proven experience in conducting qualitative and quantitative research.Previous experiencing conducting KAPB surveys, baseline and/or prevalence study, government and justice sector capacity assessments, gender analysis, and participatory research.Professional experience in the areas of gender, SGBV and/or Human Rights research.Demonstrated methodological and research skills.	65
	Thorough knowledge of the Uganda context.	25
	- Language Qualifications- Ability to write clearly and concisely in English	20
		240
3.4	Support Staff (2)	
		Sub-Score
	General Qualification	20
	Suitability for the Project	
	- International Experience	5
	- Community participation/ mobilization. Communication skills	25

	- Language Qualification		10	
			60	
	<i>Total Part 2</i>			300

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

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

[insert: Location]
[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

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

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
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				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract

or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be

delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general

principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the

Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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