



REQUEST FOR PROPOSAL (RFP)

Ref. no. BRH21/2015

Date: 25 November 2015

Dear Sir / Madam:

We kindly request you to submit your Proposal for services to conduct the mid-term review of the project "Access and Delivery Partnership".

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

Proposals may be submitted on or before **Sunday, December 20, 2015** via email or courier mail to the address below:

**United Nations Development Programme
Bangkok Regional Hub
Rajdamnern Nok Avenue, Pranakorn
Bangkok 10200
Thailand**

Somlak Supkongyu, Procurement and Administrative Services Manager
Rcb.procurement.th@undp.org

Your Proposal must be expressed in the English language, and valid for a minimum period of 60 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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Somlak Supkongyu

Procurement and Administrative Service Manager

Description of Requirements

Context of the Requirement	<i>Mid-term review of the project "Access and Delivery Partnership"</i>
Implementing Partner of UNDP	PATH and the Special Programme for Research and Training on Tropical Diseases (TDR).
Brief Description of the Required Services ¹	<p>The assignment relates to the proposed mid-term review (MTR) of the ADP five-year project cycle. The MTR will assess the ADP's progress towards the achievement of the project objectives, as specified in the Project Document, and evaluate early signs of project success or failure with the goal of identifying the necessary changes to be made in order to set the project on-track to achieve its intended results. The MTR will also review the project's strategy and its risks to sustainability.</p> <p>Please refer to detailed TOR for further details.</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. MTR inception report 2. First draft MTR report 3. Second draft MTR report 4. Final MTR report
Person to Supervise the Work/Performance of the Service Provider	<i>Programme Advisor, HIV, Health and Development Team, UNDP BRH</i>
Frequency of Reporting	<i>At least once every 2 weeks</i>
Progress Reporting Requirements	<i>Discussion over skype and/or email</i>
Location of work	<input checked="" type="checkbox"/> Exact Address/es (Multiple locations in Accra (Ghana), Dar es Salaam (Tanzania), Jakarta (Indonesia), Bangkok (Thailand), Geneva (Switzerland), New York (USA) and Seattle (USA)) <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	Approximately 53 consultancy days
Target start date	4 January 2016
Latest completion date	30 April 2016

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

Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s								
	Bangkok (Thailand)	6 days	Field visits for data collection	January								
	Jakarta (Indonesia)	6 days	Field visits for data collection	February								
	Geneva (Switzerland),	3 days	Field visits for data collection	February								
	Seattle (USA)	3 days	Field visits for data collection	February								
	New York (USA)	3 days	Field visits for data collection	February								
	Accra (Ghana)	6 days	Field visits for data collection	March								
	Dar es Salaam (Tanzania)	6 days	Field visits for data collection	March								
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required											
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required											
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency											
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes											
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted											
Payment Terms	<table border="1"> <tr> <td>Outputs</td> <td>Percentage</td> <td>Timing</td> <td>Condition for Payment Release</td> </tr> <tr> <td>MTR inception report</td> <td>30</td> <td>22 January 2016</td> <td>Within thirty (30) days from the date of meeting the following conditions:</td> </tr> </table>	Outputs	Percentage	Timing	Condition for Payment Release	MTR inception report	30	22 January 2016	Within thirty (30) days from the date of meeting the following conditions:			
Outputs	Percentage	Timing	Condition for Payment Release									
MTR inception report	30	22 January 2016	Within thirty (30) days from the date of meeting the following conditions:									

	First draft MTR report	20	18 March 2016	a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Second draft MTR report	10	8 April 2016	
	Final MTR report	40	29 April 2016	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Advisor, Access and Delivery Partnership, HIV, Health and Development Team, UNDP BRH			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 50% <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider			
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR			
Contact Person for Inquiries (Written inquiries only)	Somlak Supkongyu Rcb.procurement.th@undp.org 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.			

Other Information [p/s. specify]	
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Terms of Reference (ToR)

A. Project Title

Mid-term review of the project “Access and Delivery Partnership” (ADP)

B. Project Description

UNDP is a founding cosponsor of the Joint UN Programme on HIV/AIDS (UNAIDS), a partner of the Global Fund to Fight AIDS, Tuberculosis and Malaria, and a co-sponsor of several other international health partnerships. UNDP’s work on HIV, health and development leverages the organization’s core strengths and mandates in human development, governance and capacity development to complement the efforts of specialist health-focused UN agencies. UNDP delivers three types of support to countries in HIV, health and development.

First, UNDP helps countries to mainstream attention to HIV and health into action on gender, poverty and the broader effort to achieve and sustain the Millennium Development Goals. For example, UNDP works with countries to understand the social and economic factors that play a crucial role in driving health and disease, and to respond to such dynamics with appropriate policies and programmes outside the health sector. UNDP also promotes specific action on the needs and rights of women and girls as they relate to HIV.

Second, UNDP works with partners to address the interactions between governance, human rights and health responses. Sometimes this is done through focused or specialized programmes, such as promoting attention to the role of legal environments (law and access to justice) in facilitating stronger HIV responses, including the use of flexibilities in intellectual property and human rights law to lower the cost of drugs and diagnostics and to increase access to HIV-related treatment. UNDP also works to empower and include people living with HIV and marginalized populations who are disproportionately affected by HIV - also known as key populations - such as sex workers, men who have sex with men, transgender people. Beyond these focused efforts, UNDP plays a key role in ensuring attention to HIV and health within broader governance and rights initiatives, including support to district and municipal action on MDGs, strengthening of national human rights institutions and increasing access to justice for marginalized populations.

Third, as a trusted, long-term partner with extensive operational experience, UNDP supports countries in effective implementation of complex, multilateral and multi-sectoral health projects, while simultaneously investing in capacity development so that national and local partners can assume these responsibilities over time. The UNDP/Global Fund partnership is an important part of this work, facilitating access to resources for action on MDG 6 by countries that face constraints in directly receiving and managing such funding. UNDP partners with countries in crisis/post-crisis situations, those with weak institutional capacity or governance challenges, and countries under sanctions. When requested, UNDP acts as interim Principal Recipient in these settings, working with national partners and the Global Fund to improve management, implementation and oversight of Global Fund grants, while simultaneously developing national capacity for governments or local entities to be able to assume the Principal Recipient role over time.

Finally, UNDP helps countries to mainstream attention to HIV and health into action on gender, poverty and the broader effort to achieve and sustain the Millennium Development Goals. For example, UNDP promotes specific action on the needs and rights of women and girls as they relate to HIV. UNDP also works with countries to understand the social and economic factors that play a crucial role in driving health and disease, and to respond to such dynamics with appropriate policies and programmes outside the health sector. In addition, within the MDGs, “MDG 8.E” specifically addresses the sector gap in R&D funding for new global health technologies for global disease and their availability: “In cooperation with pharmaceutical companies, provide access to affordable essential drugs in developing countries”. In response to MDG 8.E, UNDP is working with the Global Health Innovative Technology Fund (GHIT) on the project: *GHIT: Research and Development (R&D) of New Global Health Technologies for TB, Malaria, NTDs and other Diseases for Patients and Citizens of Low and Middle Income Countries (LMICs)*. Under this project, GHIT will fund partnerships between the Japanese research organizations and international entities for the development of new global health technologies for TB, Malaria, NTDs and other diseases for patients and citizens of LMICs.

A related project is the *Building Capacity for Access and Delivery of New Global Health Technologies for Tuberculosis (TB), Malaria, Neglected Tropical Diseases (NTDs), and other Diseases in Low and Middle Income Countries (LMICs)*. This project – abbreviated as “Access and Delivery Partnership” (ADP) – is a multi-agency collaboration between UNDP, WHO/TDR and PATH, which seeks to build capacity in low and middle-income countries to enhance these countries’ abilities to access and deliver new health technologies for addressing Tuberculosis, Malaria and Neglected Tropical Diseases (NTDs). The basic premise of the ADP is that access to, and delivery of, new health technologies is a multi-faceted and complex issue, which requires an integrated and coherent approach for its effective implementation.

Hence the focus of the ADP on strengthening national capacities for developing a coherent policy and legal environment that enables governments to build effective and sustainable health governance structures. The development of a policy and legal environment and governance structures that can effectively address the various intersections between public health, socio-economic development, and industrial and fiscal, policies, should be seen as integral to ensure sustainable access to, and delivery of, affordable medicines and other health technologies.

The Project Document for the ADP Phase 2 (2014-2018) sets out the ADP’s global project outcome, as follows: “By 2018, improve life chances and livelihood opportunities in LMICs through enhanced Government commitment to the MDGs, institutional support for achieving the MDGs and empowered community engagement in the achievement of the MDGs with a special focus on MDG8.E: In cooperation with pharmaceutical companies, provide access to affordable essential drugs in developing countries”. This outcome is consistent with Outcome 3 of the UNDP Strategic Plan: “Countries have strengthened institutions to progressively deliver universal access to basic services”; and more specifically, Output 3.3: “National institutions, systems and policies strengthened for equitable, accountable and effective delivery of HIV and related services”.

In this context, the ADP Project Document has identified seven project outputs across the value chain that covers the policy and legal environment, disease control and regulatory systems, sustainable financing and commercialization of health technologies, and procurement and supply chain management. This approach is premised on the need for capacity building to address the inter-linked and related areas that will impact on access to and delivery of new health technologies for TB, malaria and NTDs. ADP project activities are developed and implemented, in line with the seven project outputs; which will in turn

collectively contribute towards the achievement of the global project outcome and the UNDP Strategic Plan.

The assignment relates to the proposed mid-term review (MTR) of the ADP five-year project cycle. The MTR will assess the ADP's progress towards the achievement of the project objectives, as specified in the Project Document, and evaluate early signs of project success or failure with the goal of identifying the necessary changes to be made in order to set the project on-track to achieve its intended results. The MTR will also review the project's strategy and its risks to sustainability.

The resulting MTR report is intended to be a learning document for the ADP project team, which seeks to engender an understanding of what works and what does not; and ways to address challenges encountered, in the implementation of the ADP. The MTR report may also provide useful lessons for the broader UNDP, national government partners and the donor.

C. Scope of Services, Expected Outputs and Target Completion

The MTR comes at a significant point in the ADP project cycle, as the ADP project partners have articulated the ADP Theory of Change and re-defined the project targets and indicators within a comprehensive monitoring and evaluation plan (M&E Plan). Both the Theory of Change and M&E Plan have been developed by the ADP project partners on the basis of the experience and lessons from ADP's implementation process thus far.

The MTR is intended as an external evaluation, by which an external party assesses the implementation progress of the ADP against its aims and objectives, as stated in the project document and as elaborated in the TOC and M&E Plan. Given that outcomes are, by definition, the work of a number of entities, attribution of change(s) to the ADP (in terms of establishing a causal linkage between an intervention and an observed result) is difficult, and in many cases, not practically feasible. The assessment will include an examination of the project document, the TOC and M&E Plan; identify the achievements with respect to the proposed deliverables over the period being evaluated on the basis of the baseline information presented in the results framework; and identify the strategies and actions undertaken at country, regional and continental levels, to understand the project's contributions to the change.

In this context, the MTR will focus on the following elements:

1. ADP Theory of Change² and M&E Plan:
 - Assess the relevance of the ADP Theory of Change and M&E Plan, in the context of the ADP project outputs and global outcome, and their alignment with UNDP Strategic Plan Outcome 3.
 - Assess the progress of ADP implementation in relation to the targets and indicators in the M&E Plan.
2. Implementation process:
 - Review the ADP's process of implementation since inception, with a view to identifying the successes and challenges in the process, including the ways in which project activities across

² <http://adphealth.org/approach/The-ADP-Theory-of-Change/>

the range of issues covered under the seven project outputs can be better integrated and coordinated.

- Advise on the means to effectively integrate the ADP's strategic objectives of promoting national ownership, knowledge sharing and South-South cooperation.
- Assess and advise on the means of enhancing the inter-linkages between ADP and the GHIT Fund Project.
- Assess and advise on the how the implementation process can effectively meet UNDP's standard evaluation criteria relating to relevance, effectiveness, and sustainability, including the objectives of gender equality and knowledge sharing.

3. Future planning and implementation:

- Make recommendations for effective and sustainable implementation of ADP activities and overall ADP programming, in accordance to the ADP Theory of Change and M&E Plan, and on how the project outputs and outcome can better contribute to UNDP Strategic Plan.

Based on guidelines on M&E (<http://web.undp.org/evaluation/guidance.shtml#handbook>) and standard global practices on reviewing projects/programmes and on consultation with the ADP project team (comprising UNDP, WHO/TDR and PATH staff members responsible for the implementation of ADP), the selected Service Provider will propose the methodology for the conduct of the MTR.

The methodology for the MTR is expected to entail a combination of desk review of all relevant project documents and knowledge products; interviews (through face-to-face, Skype and/or telephone communication) with ADP project team members, ADP Advisory Group members, government counterparts in focus countries, relevant UNDP Country Offices focal points, technical partners and other relevant national stakeholders.

It is anticipated that the Service Provider will interview approximately 10-12 stakeholders in each of the four ADP focus countries (Ghana, Tanzania, Indonesia and Thailand) and approximately 2-4 project team members in 4 cities (Seattle, New York, Geneva, Bangkok).

The ADP project team will provide all necessary documentation and support to enable and facilitate the work of the Service Provider.

The final MTR report should describe the full MTR approach taken and the rationale for the approach, making explicit the underlying assumptions, challenges, strengths and weaknesses about the methods and approach of the review.

The outputs/deliverables of the assignment are summarized in the table below:

Outputs	Due Date
1. MTR inception report, detailing the agreed understanding of what is being evaluated and why; and how each evaluation question will be answered, including proposed sources of data and data collection procedures and the proposed schedule of tasks, activities and deliverables.	22 January 2016
2. First draft MTR report, which includes all the elements detailed in section 3 and shared with ADP project team for	18 March 2016

review and feedback.	
3. Second draft MTR report, which incorporates all comments and inputs from previous draft.	8 April 2016
4. Final MTR report, which incorporates all comments and inputs made to previous drafts and approved by ADP project team.	29 April 2016

D. Institutional Arrangement

The Programme Advisor of the Access and Delivery Partnership will directly supervise the work of the Service Provider. The Service Provider is expected to provide an update of progress at least once every two weeks.

In the course of performing the MTR, the Service Provider is expected to meet key informants for the ADP, which comprise the ADP project team members, Advisory Group members, government partners within ADP focus countries and other relevant national/regional stakeholders. The interviews with all stakeholders should be done face-to-face, where possible, supplemented by skype or telephone communication for further information and/or clarification where necessary. The ADP project team will provide the list of the key informants and facilitate the communication with the Service Providers to arrange the meetings.

The Service Provider is responsible for arranging the necessary support personnel, travel and other logistics, facilities and equipment related to fieldwork and data collection, all of which should be included in the cost breakdown.

E. Duration of the Work

The assignment is expected to commence on 4 January 2016 and full completion and submission of all deliverables by 30 April 2016.

It is expected that the Service Provider (team of 2 experts – see section F) will take approximately **53 days** to complete the assignment. The selected Service Provider will prepare a detailed workplan and timeline for the MTR, based on consultations with the ADP project team.

Here is the suggested breakdown of consultancy days:

City	Days
Desk Review	5 days
Field visits to Jakarta (Indonesia), Accra (Ghana), Dar es Salaam (Tanzania) and Bangkok (Thailand)	24 days (approximately 6 days per city)
Field visits to Geneva (Switzerland), Seattle (USA) and New York (USA)	9 days (approximately 3 days per city)
Report writing	15 days
TOTAL	53 days

F. Location of Work

The assignment is home based but travel will be required to ADP focus countries (Indonesia, Ghana and Tanzania) to hold face-to-face interviews with country stakeholders; and to Geneva, Seattle, New York and Bangkok to interview ADP project team and Advisory Group members. The Service Provider is expected to be in Bangkok in January 2016 to meet with ADP project team members, country partners and Advisory Group members. See section E for more details of the estimated time spent at each location.

The Service Provider is expected to communicate regularly (at least once every two weeks) with the Programme Advisor to update and track the progress of the assignment.

G. Qualifications of the Successful Service Provider at Various Levels

As the MTR is considered an independent evaluation, applications are solicited from highly-experienced academic institutions, research organizations and consultant firms that have significant experience in conducting project evaluations of similar scope and content in sub-Saharan Africa and South East Asia. In addition, the Service Provider will need to demonstrate:

- Understanding of issues related to public health and development (with particular reference to issues related to public health governance, infectious diseases, access to medicines and health systems strengthening)
- Knowledge of planning, design and implementation of M&E methods/systems;
- Strong analytical and communication skills, including ability to produce high quality practical advisory reports and knowledge products;
- Ability to work independently and produce high quality outputs in a timely manner, while understanding and anticipating the evolving client needs.

It is anticipated that at least 2 highly qualified evaluation experts will be needed to conduct the MTR; comprising one Team Leader and one Team Member. The Team Leader will provide overall guidance and leadership on the conduct of the MTR, while the Team Member will support the literature review, implementation of the MTR methodology, data collection and preparation of the deliverables.

The following minimum qualifications are required:

Team Leader:

- An advanced degree in public health, social sciences, development studies, public administration or related field;
- At least 10 years' working experience in programme/project management, monitoring and evaluation or design of public health and development related programmes;
- Demonstrated experience working with projects in Asia and Africa regions; and
- Recent project evaluation/review experiences within United Nations system, and particularly UNDP, within the same or similar field or area of work, will be considered a strong asset.

Team Member:

- An advanced degree in public health, social sciences, development studies, public administration or related field;

- At least 7 years' working experience in programme/project management, monitoring and evaluation or design of public health and development related programmes;
- Demonstrated experience working with projects in Asia and Africa regions; and
- Recent project evaluation/review experiences within United Nations system, and particularly UNDP, within the same or similar field or area of work, will be considered a strong asset.

In addition, for both the Team Leader and Team Member, the following functional/technical knowledge are required:

- Demonstrated understanding of issues related to public health and development (with particular reference to issues related to public health governance issues, access to medicines and health systems strengthening)
- Expertise in planning, design and implementation of M&E and results-based evaluation methodologies;
- Strong analytical and communication skills, including ability to produce high quality practical advisory reports and knowledge products;
- Ability to work independently and produce high quality outputs in a timely manner, while understanding and anticipating evolving client needs.

H. Scope of Proposal Price and Schedule of Payments

The contract price is a fixed output-based price regardless of extension of the herein specific duration. In the computation of contract price (Annex 2E), the Proposer must include cost components relating to professional fee, travel, living allowances, taxes, entry visas, communication expense and any other costs directly relating to the assignment.

Here is the proposed schedule of payment based on outputs:

Deliverables	Due Date
5. MTR inception report, detailing the agreed understanding of what is being evaluated and why; and how each evaluation question will be answered, including proposed sources of data and data collection procedures and the proposed schedule of tasks, activities and deliverables.	22 January 2016
6. First draft MTR report, which includes all the elements detailed in section 3 and shared with ADP project team for review and feedback.	18 March 2016
7. Second draft MTR report, which incorporates all comments and inputs from previous draft.	8 April 2016
8. Final MTR report, which incorporates all comments and inputs made to previous drafts and approved by ADP project team.	29 April 2016

I. Annexes to the TOR

Furthermore background information about the Access and Delivery Partnership project can be found on www.adphealth.org.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[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) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) *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

The Service Provider must describe how it will address/deliver the demands of the RFP. This entails providing a written description (maximum 4 pages) of the proposed methodology for the assignment, including the reporting conditions and quality assurance mechanisms that will be put in place.

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. **Qualifications of Key Personnel**

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	30%	
2	Deliverable 2	20%	
3	Deliverable 3	10%	
4	Deliverable 4	40%	
	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				
Daily applicable rate				
II. Out of Pocket Expenses				
A. Field Visit 1				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
B. Field Visti 2				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
C. Field Visit 3				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
D. Field Visit 4				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
E. Field Visit 5				

1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
F. Field Visit 6				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
G. Field Visit 7				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
Grand Total				

*[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.