



## REQUEST FOR PROPOSAL (RFP)

<b>RFP/UNDP/BPPS/2016/NCD</b>	DATE: June 22, 2016
	REFERENCE: 88696/6

Dear Sir / Madam:

We kindly request you to submit your Proposal **To support UNDP's work on addressing the social determinants of health and HIV.**

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

Proposals may be submitted on or before **Sunday, July 10, 2016** and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
**304 East 45th Street, FF-10th floor. New York, NY 10017**  
**Attention: HIV Health and Development Group, BPPS**  
**hhd@undp.org**

Your Proposal must be expressed in the **English language**, and valid for a minimum period of 90 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

**Team Leader**

**Health and Innovative Financing Cluster, HHD BPPS  
6/22/2016**

## Description of Requirements

Context of the Requirement	To support UNDP's work on addressing the social determinants of health and HIV
	<p><b>Background</b></p> <p>The United Nations Development Programme (UNDP) is the UN's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 170 countries and territories, working with governments and people on their own solutions to global and national development challenges to help empower lives and build resilient nations.</p> <p>The Bureau for Policy and Programme Support (BPPS) has the responsibility for developing all relevant policy and guidance to support the results of UNDP's Strategic Plan. BPPS's staff provides technical advice to Country Offices; advocates for UNDP corporate messages, represents UNDP at multi-stakeholder fora including public-private dialogues, government and civil society dialogues, South-South and Triangular cooperation initiatives, and engages in UN inter-agency coordination in specific thematic areas. BPPS assists UNDP and partners to achieve higher quality development results through an integrated approach that links results based management and performance monitoring with more effective and new ways of working. BPPS supports UNDP and partners to be more innovative, knowledge and data driven including in its programme support efforts.</p> <p>BPPS supports UNDP's 2014-2017 Strategic Plan, focusing on 7 outcomes including strengthening institutions to progressively deliver universal access to basic services (outcome 3). The HIV, Health, and Sustainable Development Team, within BPPS, is helping to contribute towards this outcome, through the implementation of its HIV Health and Development Strategy 2016-2021.</p> <p><b>Responding to the threat of non-communicable diseases</b></p> <p>Building on its experience in HIV and leveraging its core competencies in governance, poverty reduction and gender, UNDP is contributing to the prevention and control of non-communicable diseases (NCDs). NCDs are one of the most serious global health and development challenges of the 21<sup>st</sup> century. Tobacco use is a key modifiable risk factor for a host of NCDs, including cardiovascular disease, diabetes, various cancers and chronic respiratory disease. The 2011 Political Declaration on the Prevention and Control of Noncommunicable Diseases requests the agencies, funds and programmes of the UN system to support multisectoral responses to NCDs. The UN Secretary General's Ad Hoc Inter-Agency Task Force on Tobacco Control explicitly requests UNDP to incorporate Article 5 of the World Health Organization Framework Convention on Tobacco Control (WHO FCTC) in its convening and coordinating role of the UN system at country level. The report also requests UNDP to incorporate Article 5 under its governance programming. Moreover, UNDP is a</p>

	<p>key member of the UN Inter-Agency Task Force on NCDs (UN IATF on NCDs), (formed pursuant to ECOSOC resolution E/RES/2013/12) and co-convenes work under Objective 2 of the Task Force’s Division of tasks and responsibilities (strengthening national capacity, leadership, governance, multisectoral action and partnerships to accelerate country responses for the prevention and control of NCDs).</p> <p>The 2030 Agenda for Sustainable Development recognizes NCDs as a priority issue for sustainable development. The SDGs include two specific targets on NCDs: one on reducing premature mortality from NCDs and the other on strengthening implementation of the WHO FCTC in all countries. The depth and breadth of the SDGs will place increased demand on countries to identify synergies and efficiencies in health and development financing, including with respect to NCDs and HIV. UNDP supports countries to implement the SDGs, including through identifying innovative solutions for financing health and development.</p> <p>Under the leadership of the WHO more than 190 countries agreed in 2011 on global mechanisms to reduce the avoidable NCD burden including a Global action plan for the prevention and control of NCDs 2013-2020. This plan aims to reduce the number of premature deaths from NCDs by 25% by 2025 through nine voluntary global targets. The plan offers a menu of “best buy” or cost-effective, high-impact interventions for meeting the nine voluntary global targets. In 2015, countries began to set national targets and measure progress on the 2010 baselines reported in the 2014 Global Status Report on NCDs. The UN General Assembly will convene a third high-level meeting on NCDs in 2018 to take stock of national progress in attaining the voluntary global targets by 2025.</p> <p><b>Rationale of the Request for Proposals:</b></p> <p>Avoidable illness and premature death from NCDs constitutes one of the major challenges for development in the 21st century. In the 2011 UN Political Declaration and 2014 UN Outcome Document on NCDs, governments committed themselves to reducing risk factors for NCDs (tobacco use, harmful use of alcohol, physical inactivity and unhealthy diet). This requires engagement of all stakeholders across government, NGOs, civil society and the private sector; policy coherence; and mutual accountability of different spheres of public policy making that have a bearing on NCDs.</p> <p>Significantly increased investments are necessary to meet the NCD-related Sustainable Development Goal targets. These investments will need to rely primarily on domestic public finance. WHO has identified ‘best buy’ interventions that will achieve the three goals of increasing financing for NCD interventions, growing the national economy and reducing the disease burden. From a return-on-investment perspective, prevention must remain the cornerstone of any national response to NCDs.</p> <p>The UN has been asked to assist countries in quantifying the costs – to the health sector and the economy at large – and the benefits of scaled up action.<sup>1</sup> The ability of governments – especially ministries of health – to make a</p>
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<sup>1</sup> WHO FCTC Decision COP6/17 requested UNDP and WHO to help countries make the business case for investments in tobacco control.

	<p>compelling, evidence-informed advocacy case for NCD investments is crucial for reversing the trend of more and younger people falling ill, living with chronic and debilitating conditions and dying of NCDs.</p> <p>Even when the economic case for increased investment is clear, there are still political and economic barriers to action. The UNDP/WHO missions will assess the options presented by the institutional and political economy context, and map a route to achieving the recommended policy change.</p> <p><b>Context:</b> To transform this commitment to action, UNDP and WHO are scaling up technical assistance to low and middle income countries. To this end, the two agencies have agreed on a Global Joint Programme to Mobilize Country Action on NCDs ('Joint Programme'), the objective of which is to support countries in fulfilling their national commitments to implement health-in-all-policies, whole-of-government and whole-of-society approaches to prevent and control noncommunicable diseases (NCDs). Within this programme UNDP acts as the Administrative Agent and WHO as the Convening Agent.</p> <p>The Joint Programme will focus on:</p> <ol style="list-style-type: none"> <li>1. Helping countries develop their own investment cases for financing NCD interventions;</li> <li>2. Creating and strengthening national and local governance architectures for NCDs;</li> <li>3. Strengthened municipal action on NCDs;</li> <li>4. Integration of NCDs into broader national SDG frameworks; and</li> <li>5. Improved scores on the WHO Progress Monitoring Report.</li> </ol> <p>Sharing best practices in governance among countries will be an important element of the Joint Programme's roll out.</p>
Implementing Partner of UNDP	<p>Together, WHO and UNDP provide a unique force to help countries build solutions for NCDs beyond the health sector. WHO has a track record in providing technical assistance to the health sector in mapping the NCD epidemic, setting national targets for NCDs, developing multisectoral NCD policies and plans, reducing risk factors, and enabling health systems responses.</p> <p>UNDP specializes in governance and has the ability to foster coordination beyond the health sector and act on the social determinants of health. UNDP is also the custodian of the UN Resident Coordinator system, which promotes in-country inter-agency collaboration and accountability.</p>
Brief Description of the Required Services <sup>2</sup>	<p>The objective of this Request for Proposal (RFP) is to provide technical assistance for the health economist capacity component, for the completion of 3 NCD prevention and control investment cases within the UNDP/WHO Joint Programme on Catalyzing Multisectoral Action for NCDs.</p>

<sup>2</sup> 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.

	<p><b>Activities:</b></p> <p>Each mission encompasses the core following elements</p> <ol style="list-style-type: none"> <li>1. Meet with key stakeholders and sectors to discuss the purpose of the investment case, seek their inputs and ultimately secure the endorsement of the case.</li> <li>2. Support the costing of the national plan of action as necessary.</li> <li>3. Work with a local team (composition defined below) to develop preliminary estimates for the investment case.</li> <li>4. Support the materials and content of the briefing of the hosting government on how to use, adapt and update the NCD investment case.</li> </ol>
List and Description of Expected Outputs to be Delivered	<p><b>Outputs</b></p> <ol style="list-style-type: none"> <li>1. Three countries will have a tailored, compelling and clear case outlining the economic benefits of strengthening the national NCD response to the NCD-related Sustainable Development Goal targets, utilizing context-specific policy options.</li> <li>2. Three countries will have an agreed road map for assessing and agreeing and priority recommendations and actions arising from the investment cases.</li> </ol> <p><b>Deliverables</b></p> <ol style="list-style-type: none"> <li>1. An excel model (utilizing the WHO One Health tool) handed over to the Government that includes the calculations used in the investment case which can continue to be edited by the country team (using locally contextual data to the greatest extent possible).</li> <li>2. An overall slide deck or other advocacy materials to be used for communicating the business case to other policymakers, informed by an institutional context analysis exercise (a discrete output beyond the scope of this consultancy).</li> <li>3. Strategy for dissemination, advocacy and socialization of the findings of the business case, tailored to both the Government and the UN Country Team.</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	Team Leader, Health Innovative Financing, HIV Health and Development Group, Bureau for Policy Programme Support, UNDP.
Frequency of Reporting	monthly
Progress Reporting Requirements	Narrative report on completion of each investment case supported. Financial reporting quarterly.
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	6 months
Target start date	18 July 2016
Latest completion date	10 July 2016

Travels Expected	<p>Travel to countries is anticipated at up to two weeks per investment case. Payment of travel costs including tickets, lodging and terminal expenses will be done by the contractee and should be included in the financial proposal.</p> <table border="1" data-bbox="565 369 1409 594"> <thead> <tr> <th data-bbox="573 369 760 468">Destination/s</th><th data-bbox="768 369 1003 468">Estimated Duration</th><th data-bbox="1011 369 1247 468">Brief Description of Purpose of the Travel</th><th data-bbox="1255 369 1401 468">Target Date/s</th></tr> </thead> <tbody> <tr> <td data-bbox="573 468 760 531">Sub-Saharan Africa</td><td data-bbox="768 468 1003 531">2 weeks</td><td data-bbox="1011 468 1247 531">Case development</td><td data-bbox="1255 468 1401 531">TBD</td></tr> <tr> <td data-bbox="573 531 760 573">South Asia</td><td data-bbox="768 531 1003 573">2 weeks</td><td data-bbox="1011 531 1247 573">Case development</td><td data-bbox="1255 531 1401 573">TBD</td></tr> <tr> <td data-bbox="573 573 760 594">Latin America</td><td data-bbox="768 573 1003 594">2 weeks</td><td data-bbox="1011 573 1247 594">Case development</td><td data-bbox="1255 573 1401 594">TBD</td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Sub-Saharan Africa	2 weeks	Case development	TBD	South Asia	2 weeks	Case development	TBD	Latin America	2 weeks	Case development	TBD
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Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input checked="" type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>																
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not 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 <sup>3</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <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 type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially</p>																

<sup>3</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	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 <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>																				
Payment Terms <sup>4</sup>	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Agreed Methodology, Approach, Quality Assurance Plan and Implementation Plan</td><td>20% (but not more than \$30,000)</td><td>Upon Signing the Agreement</td><td rowspan="5">           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 outputs; and            b) Receipt of invoice from the Service Provider.         </td></tr> <tr> <td>Case report 1 (each report to contain an excel model, slide deck, advocacy strategy)</td><td>20%</td><td>Upon submission</td></tr> <tr> <td>Case report 2</td><td>20%</td><td>Upon submission</td></tr> <tr> <td>Case report 3</td><td>20%</td><td>Upon submission</td></tr> <tr> <td>Final summary report with lessons learned from the cases</td><td>20%</td><td>Upon submission</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Agreed Methodology, Approach, Quality Assurance Plan and Implementation Plan	20% (but not more than \$30,000)	Upon Signing the Agreement	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 outputs; and b) Receipt of invoice from the Service Provider.	Case report 1 (each report to contain an excel model, slide deck, advocacy strategy)	20%	Upon submission	Case report 2	20%	Upon submission	Case report 3	20%	Upon submission	Final summary report with lessons learned from the cases	20%	Upon submission
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Team Leader, Health Innovative Financing, HHD, UNDP																				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services																				

<sup>4</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.



	<input type="checkbox"/> Long-Term Agreement <sup>5</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <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	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input type="checkbox"/> Expertise of the Firm (40%)  Demonstrated relevant work experience in NCDs, HIV and/or health, especially in a development context:</p> <ul style="list-style-type: none"> <li>• Familiarity with and experience in global health, especially in NCDs, tobacco and HIV prevention.</li> <li>• Strong knowledge of the development dimensions of health.</li> <li>• Demonstrated competence and technical assistance in health economics, utilising tools as appropriate</li> <li>• Familiarity with national health and development planning processes an asset.</li> <li>• Familiarity with the sustainable development goals and targets</li> </ul> <p><input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (20%)</p> <ul style="list-style-type: none"> <li>• Proposed Methodology, Approach, Quality Assurance Plan and Implementation Plan – This section should demonstrate the response to the TOR by identifying the specific components proposed, how the outputs/ delivery shall be addressed, as specified; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted.</li> <li>• The proposal should demonstrate how the proposed methodology meets or exceeds the TOR, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable schedule, proposed indicators, means of verification and a quality assurance.</li> </ul> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 10%</p> <ul style="list-style-type: none"> <li>• Management Arrangement, Resources and Qualifications of Key Personnel – This section should include the comprehensive description of the management structure and information regarding required resources including curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas</li> </ul>

<sup>5</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<p>relevant to the TOR.</p> <p><b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i></p>
Annexes to this RFP <sup>6</sup>	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)<sup>7</sup></p> <p><input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i></p> <p><input type="checkbox"/> Others<sup>8</sup> <i>[pls. specify]</i></p>
Contact Person for Inquiries (Written inquiries only) <sup>9</sup>	<p>Attention: <a href="mailto:hhd@undp.org">hhd@undp.org</a> Procurement HHD, UNDP <a href="mailto:hhd@undp.org">hhd@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	

<sup>6</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>7</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>8</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>9</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>10</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>11</sup>)*

[insert: Location].

[insert: Date]

To: **Team Leader, Health Innovative Financing**

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, contract 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

*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:*

<sup>10</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>11</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- 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\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <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]:**

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

*[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.

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