



# **REQUEST FOR PROPOSALS**

**(deadline is extended till 14.12.2016, 12:00, local time)**

**Multidisciplinary approach to improve adherence of PLHIV to ART and TB among new, continuing and lost to follow up patients .**

Tajikistan



**United Nations Development Programme**

November, 2016

## Section 1. Letter of Invitation

Dushanbe, Tajikistan  
November 17, 2016

### **Multidisciplinary approach to improve adherence of PLHIV to ART and TB among new, continuing and lost to follow up patients**

Ref: 241-2016-RFP-UNDP-GF-HIV/AIDS\_extension

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form (Annex 5)
- Section 7 – Financial Proposal Form (Annex 6)
- Section 8 – General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme  
**[procurement.tj@undp.org](mailto:procurement.tj@undp.org)**  
Attention: Mr. Jan Harfst, Country Director

The letter should be received by UNDP no later than 14 December 2016, 12:00, local time. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,  
Mr. Jan Harfst

Country Director, UNDP Tajikistan

## Section 2: Instruction to Proposers.

### Definitions

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

responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencycdocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions

- and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

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

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

### **11. Amendment of Proposals**

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing

of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

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

### 13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### 14. Proposal Submission Form

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

### 15. Technical Proposal Format and Content

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

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

ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## **17. Currencies**

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **19. Joint Venture, Consortium or Association**



If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may

request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the

Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### 29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

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

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$

**Total Combined and Final Rating of the Proposal**

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

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

### **30. Clarification of Proposals**

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

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

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

### **31. Responsiveness of Proposal**

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

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

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

### **32. Nonconformities, Reparable Errors and Omissions**

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

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

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

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

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

## **F. AWARD OF CONTRACT**

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

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

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

#### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

#### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

#### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

#### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

#### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

#### **39. Vendor Protest**

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

## Instructions to Proposers

### DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP Global Fund HIV Control Project
2		Title of Services/Work:	Multidisciplinary approach to improve adherence of PLHIV to ART and TB among new, continuing and lost to follow up patients
3		Country / Region of Work Location:	<p>Proposed project should cover <b>GBAO, Khatlon oblasts and Rasht District</b>.</p> <ul style="list-style-type: none"> <li>✓ <b>LOT 1 - GBAO</b> (including Khorog, Shugnon, Ishqoshim, Rushon, Vanj, Darvoz);</li> <li>✓ <b>LOT 2 - Kulyab zone</b> (Kulyab, Farkhor, Vose, Danghara, Shurobod, Muminobod);</li> <li>✓ <b>LOT 3 - Kurgan-Tube zone</b> (Kurgan-Tube, J. Balkhi (Rumi), Yovon, Shahrituz, Bokhtar, Dusti (Jilikul), Khuroson, Norak);</li> <li>✓ <b>LOT 4 - Rasht District</b> (Rasht, Tojikobod, Nurobod, Roghun).</li> </ul> <p>One applicant is eligible to provide one application or separate applications for more than one lot.</p>
4	C.13	Language of the Proposal:	✓ Russian or English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	✓ Allowed by Lots
6	C.20	Conditions for Submitting Alternative Proposals	✓ Shall not be considered
7	C.22	A pre-proposal conference will be held on:	n/a
8	C.21	Period of Proposal Validity commencing on the submission date	✓ 90 days
9	B.9.5	Proposal Security	✓ Not Required



	C.15.4 b)																						
10	B.9.5	Acceptable forms of Proposal Security	N/A																				
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A																				
12		Advanced Payment upon signing of contract	<p>✓ Allowed</p> <table> <tr> <th>Outputs</th><th>Condition for Payment Release</th><th>Percentage</th><th>Timing</th></tr> <tr> <td>Upon signing of agreement</td><td>Submission of request for payment</td><td>25%</td><td>January-March 2017</td></tr> <tr> <td>Upon acceptance of program and financial report for 1<sup>st</sup> quarter of 2017</td><td>Submission of request for payment</td><td>25%</td><td>April-June 2017</td></tr> <tr> <td>Upon signing agreement for the extension for the 2<sup>nd</sup> half of the year 2017. Upon acceptance of program and financial report for 2<sup>nd</sup> quarter of 2017</td><td>Submission of request for payment</td><td>25%</td><td>July- Sep, 2017</td></tr> <tr> <td>Upon acceptance of program and financial report for 3<sup>rd</sup> quarter</td><td>Submission of request for payment</td><td>25%</td><td>Oct- Dec, 2017</td></tr> </table>	Outputs	Condition for Payment Release	Percentage	Timing	Upon signing of agreement	Submission of request for payment	25%	January-March 2017	Upon acceptance of program and financial report for 1 <sup>st</sup> quarter of 2017	Submission of request for payment	25%	April-June 2017	Upon signing agreement for the extension for the 2 <sup>nd</sup> half of the year 2017. Upon acceptance of program and financial report for 2 <sup>nd</sup> quarter of 2017	Submission of request for payment	25%	July- Sep, 2017	Upon acceptance of program and financial report for 3 <sup>rd</sup> quarter	Submission of request for payment	25%	Oct- Dec, 2017
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Upon acceptance of program and financial report for 3 <sup>rd</sup> quarter	Submission of request for payment	25%	Oct- Dec, 2017																				
13		Liquidated Damages	<p>✓ Will be imposed under the following conditions:</p> <p>Percentage of contract price per day of delay: 0.2%</p> <p>Max. no. of days of delay: 50</p> <p>After which UNDP may terminate the contract.</p>																				

14	F.37	Performance Security	✓ Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	✓ Tajik Somoni or USD
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>1</sup>	All requests for clarifications/questions should be sent to: Attention of Procurement Unit E-mail: <b>procurement.tj@undp.org</b>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	✓ Direct communication to prospective Proposers by email, and Posting on the website: <a href="http://www.undp.org">www.undp.org</a> link Procurement (under referenced procurement notice)
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Copies of the Proposals: (a) The Proposer shall prepare the Proposal in two parts: the Technical Proposal and the Financial Proposal. Below are number of copies to be submitted: (i) One hard copy marked "Original Technical Proposal" (ii) One copy of a CD read-only media of the "Technical Proposal" to be placed in inner envelope of "Original Technical Proposal" (iii) One hard copy marked "Original Financial Proposal" (iv) One copy of a CD read-only media of the "Financial Proposal" to be placed in inner envelope of "Original Financial Proposal" (b) In the event of any discrepancy between these copies, the hard copy marked "Original" shall govern.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Proposals should be submitted in the sealed envelope and deposited at the designated box at the entrance of the UNDP Office in Tajikistan at the following address: <b>39, Aini Street, Dushanbe, Tajikistan</b>
21	C.21 D.24	Deadline of Submission	Date and Time: <b>December 14, 2016 12:00 PM local time (+5 GMT)</b>

<sup>1</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 officially received.

22	D.23.2	Allowable Manner of Submitting Proposals	<ul style="list-style-type: none"> <li>✓ Courier/Hand Delivery</li> <li>✓ Electronic submission of Bid*.</li> </ul> <p>* Full set of PDF documents should be sent by email, see instructions below. However, the original Proposal security issued by reputable bank should be sent by post (e.g. DHL, UPS, Fedex etc.)</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<ul style="list-style-type: none"> <li>✓ Official Address for e-submission: <a href="mailto:elbids.tj@undp.org">elbids.tj@undp.org</a></li> <li>✓ Free from virus and corrupted files</li> <li>✓ Format: <b>PDF files only</b></li> <li>✓ Password must not be provided to UNDP</li> <li>✓ Max. File Size per transmission: <b>5 MB</b></li> <li>✓ No. of copies to be transmitted: <b>1</b></li> <li>✓ Mandatory subject of email: <b>see below instruction for details</b></li> <li>✓ Virus Scanning Software to be Used prior to transmission: <b>YES</b></li> <li>✓ Time Zone to be Recognized: <b>+5 GMT</b></li> <li>✓ Other conditions: <b>See below the instructions for electronic submissions</b></li> </ul> <p><b>INSTRUCTION FOR ELECTRONIC SUBMISSION</b></p> <p>The Proposer may choose to submit their proposals by e-mail to <a href="mailto:elbids.tj@undp.org">elbids.tj@undp.org</a>. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s). Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6 the entire Technical Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state: <i>“Technical proposal for the <b>241-2016-RFP-UNDP-GF/HIV-AIDS_extension</b> – Multidisciplinary approach to improve adherence of PLHIV to ART and TB among new, continuing and lost to follow up patients- DO NOT OPEN”</i>; and separate email <i>“Financial proposal for the <b>241-2016-RFP-UNDP-GF/HIV-AIDS_extension</b> – Multidisciplinary approach to improve adherence of PLHIV to ART and TB among new, continuing and lost to follow up patients- DO NOT OPEN”</i></p> <p>To secure your financial offer please <b>SET-UP A PASSWORD</b> for the Financial Proposal which will be requested as follows:</p>

			<ul style="list-style-type: none"> <li>The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</li> </ul> <p><b>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</b></p> <p><b>PLEASE NOTE. The passwords should be provided within two business days from the requested date. Failure to provide the password within specified period will serve as a ground for disqualification of the proposal.</b></p> <p>Proposers may send as many e-mails as needed, however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline.</p> <p>Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission. When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p><b>PLEASE NOTE: Any proposal sent to the private email addresses of any procurement staff will not be accepted.</b></p>
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable for public bid opening.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p>✓ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively</p> <p>The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals</p>

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<ul style="list-style-type: none"> <li>✓ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>✓ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> <li>✓ Certificates or resume of key personnel to be engaged and reflected in proposal (such as trainers, accountant, etc.)</li> </ul> <p>The organization must have a staff which allows implementing the project efficiently and in full:</p> <ul style="list-style-type: none"> <li>• Availability of staff with experience of working with PLHIV and key population on treatment adherence for at least 2 years</li> <li>• Availability of qualified personnel for project management (Manager / Director / Coordinator, Chief Accountant):</li> <li>• Coordinator: Experience in this or a similar position at least one year; Experience with MS Word computer program. MS Excel;</li> <li>• Accountant: Secondary special or university degree in accounting or related disciplines; Experience in the profession for at least 2 years; Ability to work with the program 1C; Experience with MS Word computer software, MS Excel.</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	✓ Any other documents deemed necessary to be presented to UNDP in support of their proposal.
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 1250+</i> )	N/A
29	C.15.2	Latest Expected date for commencement of Contract	January, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	12 months
31		UNDP will award the contract to:	<ul style="list-style-type: none"> <li>✓ One or more Service Providers, depending on the following factors: <ul style="list-style-type: none"> <li>✓ as indicated above (Location of work) the proposals submitted should fully cover all activities specified in one of the lots;</li> <li>✓ separate proposals should be received for each lot;</li> <li>✓ highest obtainable points per lot</li> </ul> </li> </ul>

32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Bidders should refer to the Summary of Technical Proposal Evaluation Form as well as the Detailed Technical Evaluation Forms (three forms) in the next page, which details the scoring criteria.</p> <p>Technical criteria:</p> <ul style="list-style-type: none"> <li>• At least 3 years of experience in implementation of activities to provide services on improving access to treatment for people living with HIV including the provision of psychosocial support services, legal support, referral services. Knowledge of the current situation on HIV and AIDS in the country;</li> <li>• Experience in the analysis and development of HIV prevention programs within last two years.</li> <li>• Experience of cooperation with relevant government agencies (eg, local Hukumat, Oblast and rayon health departments, AIDS centers, Centre for Healthy Lifestyles, Jamoat, Mahalla committees);</li> <li>• Experience in working with international organizations and donors, local non-governmental organizations in the field of HIV and AIDS prevention and the provision of services for PLHIV and key population, as well as experience working with non-governmental sector in the past two years;</li> <li>• The organization should operate in accordance with national and international financial management standards</li> </ul>
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> <li>✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>✓ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>✓ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> </ul>

			<ul style="list-style-type: none"> <li>✓ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>✓ Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
34		Conditions for Determining Contract Effectivity	✓ UNDP's receipt of Performance Bond
35		Other Information Related to the RFP <sup>2</sup>	www.undp.org link Procurement (procurement notices)

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

<b>Form 1</b> <b>Technical Proposal Evaluation</b>			<b>Points obtainable</b>
<b>Expertise of firm / organisation submitting proposal</b>			
1.1	Reputation of Organization and Staff / Credibility / Reliability		<b>30</b>
1.2	General Organizational Capability which is likely to affect implementation		<b>90</b>
	- Financial stability	20	
	- loose consortium, holding company or one firm	10	
	- age/size of the firm	20	
	- strength of project management support	10	
	- project financing capacity	20	
	- project management controls	10	
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks, which may affect project implementation, but properly done it offers a chance to access specialised skills.)		<b>15</b>

<sup>2</sup> Where the information is available in the web, a URL for the information may simply be provided.

1.4	Quality assurance procedures		25
1.5	Relevance of:		140
	Specialized Knowledge on HIV prevention, care and treatment context including integrated services	40	
	Experience on Similar Programme / Projects	20	
	Work for UNDP/ major multilateral/ or bilateral programmes	10	
	Experience working with MOH Tajikistan and National AIDS Centre	30	
	Experience of working within partnership network	40	
TOTAL Part 1:			300
Form 2 Technical Proposal Evaluation			Points obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		30
2.2	Have the important aspects of the task been addressed in sufficient detail?		25
2.3	Are the different components of the project adequately weighted relative to one another?		20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?		55
2.5	Is the conceptual framework adopted appropriate for the task?		65
2.6	Is the scope of task well defined and does it correspond to the TOR?		120
2.6.1	Appropriateness to the setting in Tajikistan	20	
2.6.2	Capacity skills development component (training, on-the-job-practice)	35	
2.6.3	Practical strategies and approach to HIV prevention, care and treatment training	35	
2.6.4	Supervision and monitoring aspect in the course of project implementation	30	
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		85
TOTAL Part 2:			400
Form 3 Technical Proposal Evaluation			Points obtainable
Management Structure and Key Personnel			
3.1	Task Manager		140
		Sub-Score	
	General Qualification	120	



	Suitability for the Project			
	International Experience	25		
	Training Experience	20		
	Professional Experience in the area of specialization and membership to partners network	45		
	Knowledge of the region (Central Asian countries)	30		
	Language Qualifications (ability to deal with Russian and English)		20	
	<b>Sub-Total:</b>		<b>140</b>	
3.2	<b>Senior Project staff</b>			<b>120</b>
			Sub-Score	
	General Qualification		100	
	Suitability for the Project			
	- International Experience	15		
	- Training Experience	15		
	- Professional Experience in the area of specialization	45		
	- Knowledge of the region	25		
	- Language Qualifications		20	
			<b>120</b>	
3.3	<b>Administrative/Junior Project Staff</b>			<b>40</b>
			Sub-Score	
	General Qualification		30	
	Suitability for the Project			
	- International Experience	5		
	- Training Experience	5		
	- Professional Experience in the area of specialisation	10		
	- Knowledge of the region	10		
	- Language Qualification		10	
			<b>40</b>	
	<b>TOTAL Part 3:</b>			<b>300</b>

## Section 3: Terms of Reference (TOR)<sup>3</sup>

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**A. Name of the project:** “Multidisciplinary approach to improve adherence of PLHIV to ART and TB among new, continuing and lost to follow up patients”

### ***B. Project Description***

United Nations Development Programme (hereinafter UNDP) in the Republic of Tajikistan, under implementation of the New Funding Mechanism grant of the Global Fund to Fight AIDS, TB and Malaria, calls for a proposal towards scaling up ART enrolment and retention among PLHIV and key populations by public organizations, including alliances and coalitions (hereinafter Bidder) for implementation of a project aimed to provide services under Module 5 *Treatment, care and support* and Module 7 *Tuberculosis and HIV*.

This activity will be implemented within the framework of UNDP programme “Strengthening the supportive environment and scaling up prevention, treatment and care to contain HIV epidemic in the Republic of Tajikistan”

### **Background:**

As of January 1<sup>st</sup>, 2016, there are 7709 HIV cases have been registered in Tajikistan. Since beginning of ARV treatment in the country, the coverage of this treatment has been growing and as of July 1<sup>st</sup> 2016, more than 3521 people living with HIV are getting ARV treatment. But in spite of that, as of now, as per Republican AIDS Center almost 300 ART patients interrupted the treatment. In providing ART for people living with HIV, the AIDS centers’ specialists and their key partners are facing a number of problems and obstacles that hamper achievement of the National HIV and AIDS Program goal and objectives, in particular, increase the coverage of ARV care and treatment, improve access for PLHIV to HIV services in remote areas where the people in need are not able to get ART drugs.

Taking the situation into account, it is necessary to increase and improve the adherence to HIV care and treatment among existing, new and interrupted ART patients.

**Main Objective:** To achieve universal access to HIV services as well as prevention, treatment, care and support that enables people to live fulfilling life.

**The Project Implementation Period** – 12 months (January – December 2017)

### **Targeted districts:**

GBAO (187), Khatlon (992), Rash District including Tojikobod, Nurobod, Rogun (35) and penitentiary system (104). The selection of rayons should be based on a survey and analyses of the project environment and on national statistical data presenting low adherence to ART and/or scale of PLWH and TB patients.

### ***C. Scope of Services, Expected Outputs and Target Completion***

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<sup>3</sup> This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

By the end of 2017 based on the main project objective, it is required to carry out and accomplish the below activities:

*(Number and order of the modules and activities are specified in accordance with the NFM Project Document)*

### **MODULE 5: TREATMENT, CARE AND SUPPORT**

Activities under this module aim at scaling up ART, patient enrollment and retention among eligible PLHIV. Also, the project will focus on capacity of the health service delivery, promote patient centered care and treatment; improve referral of PLHIV and key populations to access lifesaving ARV therapy. Further, the project will keep improving the pre-ART care such as regular CD4 follow-up, adherence to ART.

#### **Intervention 5.3 Treatment adherence**

Long-term adherence of ART patients will be improved through establishment of self-support groups at ART health facilities and weekly sessions on ART clinic adherence. The treatment adherence will be monitored through developed tools as well as good coordination between CSOs and AIDS centers.

#### **Activities**

- 5.3.1. (126) Conduct weekly clinic based ART adherence sessions for PLHIV on ART from key populations
- 5.3.2. (126) Establish and support self-support groups at each ART health facilities (monthly sessions at CSO/ health facility)
- 5.3.3. (116) Develop and endorse tools for adherence monitoring and train relevant CSO an AIDS centers staff
- 5.3.4. Develop tools and conduct assessment among PLHIV to identify the factors and reasons for poor adherence to ART. Based on results and findings to develop recommendations and suggest actions for improvement.

#### ***Deliverables:***

- # of weekly clinic-based ART adherence sessions for PLHIV on ART conducted;
- # of self-support groups at each ART health facilities established;
- # of monthly sessions conducted at CSOs and/or health facilities;
- # of home visits to dropped out patients;
- # of tools for monitoring of treatment adherence developed and endorsed by RAC;
- # of staff from AIDS Centers and CSO are trained and using standardized tools for adherence monitoring;

#### **Intervention 5.5: Counselling and psychological support**

Psychosocial interventions are integral part of the treatment and care services. Most PLHW are PWID or representatives of key population groups and vulnerable groups that require psychosocial support to facilitate adherence to lifelong treatment. The activity will support counseling on treatment adherence, legal support and referral to other social services. Intervention under this activity will make available grants to local CSOs for provision of counselling and psychosocial support and achievement of interrelated outputs specified in given TOR. The CSOs will be an active player amongst other partner in

implementation of activities directed to support in treatment restoration, strengthening adherence and monitoring and other activities related treatment adherence and out-patient care components of the TOR. User service guide will be developed and disseminated among key populations. This guide will support PLHIV to clearly get acknowledged on available medical, social and other benefits and services within the active legislation therefore this guide will include information about patients' rights relating to access to medical and social protection service and contact information of existing services in country. In turn, service providers will assess the specific needs of the clients by means of developed checklist/job-aid. Besides, social workers will be capacitated on client management, referral and social accompany / or escort to other medical facilities.

### **Activities**

5.5.1. (126) Support CSOs to provide counseling services on social issues to the key populations and PLHIV

5.5.2. (128) Develop user service guide, which includes information about patients' rights relating to access to medical and social protection service and contact information of existing services.

5.5.3. (129) Develop checklist/job-aid for service providers to assess the specific needs of the client

5.5.4. (130) Train 60 social worker on client management and social accompanying

### ***Deliverables:***

- # of social workers trained on client management;
- # of counseling services on social issues to key populations and PLHIV provided by CSOs;
- # of user service guide which includes information about patients' rights relating to access to medical and social protection service and contact information of existing services developed and disseminated to key populations.
- # of checklist/job-aid for service providers to assess the specific needs of the client developed

### **Intervention 5.6: Out-patient care**

The activity will support integrated care and treatment service by establishing 5 integrated ART and care centers (centers of excellence), and improve referral system. These centers of excellence will serve as a model of effective integration of comprehensive HIV care, which also serves as a reference to other ART sites. The special appointment system for patients under ART will be established and CSOs will be actively engaged in supporting referral, adherence and restoring lost follow up patients. The appointment system must be developed jointly with AIDS centers and ensure that patients receive alarms/warning notifications about next time appointments. The system should not duplicate the existing system used by AIDS centers and ensure improvement of the existing system. Also, patient reporting system on pre-ART and those receiving ART and other service OST, NSEP TB, and OIs treatment at AIDS centers will be strengthened, especially among key populations (including social escort of key populations by peers / social workers; operational follow up by AIDS center, actively using community-based organizations to facilitate the linkage of relevant medical health facilities)

### **Activities**

5.6.4. Establish appointment system for ART patients.

5.6.5. (134) Support CSOs to support adherence and tracing lost follow up.

5.6.7. (136) Strengthen patient reporting system of the referral system of the PLHIV pre-ART and those receiving ART and other service OST, NSEP TB, and OIs treatment at AIDS centers.

5.6.8. Strengthening continuation of HIV treatment and care started in ANC/ID hospitals/TB hospitals/ prison health, etc. in particular for key populations (incl. social accompanying for key populations by peers/ social workers; operational follow up by AIDS center, actively using community-based organizations to facilitate the linkage)

*Deliverables:*

- # of established appointment system for ART patients;
- # of PLHIV lost to follow up restored to treatment;
- # of PLHIV on pre-ART and those receiving ART referred to other services – OST, NSEP, TB, OI treatment;
- # of key populations and PLHIV continue ART in ANC, ID hospitals, TB hospitals, and penitentiary system by involvement of CSOs.
  - # of prisoners who continue ART after release from prison;
  - # of PWID and / or HIV-infected people who continue ART in penitentiary systems

**MODULE 7: TUBERCULOSIS AND HIV**

It is intended to further strengthen the referral system and integration of HIV and TB services through phased plan, enforcement of HIV/TB treatment protocols adherence, provision of HCT to TB patients and timely diagnostics of TB among PLHIV.

**Intervention 7.1: TB/HIV collaborative interventions**

This activity will support the coordinative work of TB and HIV services at all levels through the following interventions: provision of HIV tests for TB patients; training of health workers and CSOs' representatives on HCT and TB/HIV coinfection management and adherence support; integration of TB diagnosis and treatment at the selected AIDS centers.

*Activities*

7.1.4. (142) Train CSOs on HTC and TB/HIV co-infection adherence support;

7.1.7. (143) Strengthen TB/HIV referral system through development of job aid, checklists and referral forms and guidelines;

*Deliverables:*

- # of CSOs staff trained on HCT and TB/HIV co-infection adherence support;
- # of job aid, checklists and referral forms and guidelines are developed;
- # of TB/HIV co-infected patients supported / counselled to continue ART.

**KEY OUTPUTS and PROJECT INDICATORS (to be completed and reported by the end of December 2017)**

- 100% of PLHIV on ART in targeted districts are provided consultations on HIV care and treatment and adherence to ART;
- At least 90% of patients with interrupted ART are restored to treatment;

- 100% of PWID living with HIV on pre-ART and those receiving ART referred to other services – OST, NSEP, TB, OI treatment;
- None of the restored patients repetitively dropped out of treatment;
- 100% of TB patients covered with project referred and tested for HIV and know their status;
- 100% of TB/HIV co-infected patients supported/counseled to continue ART;
- Not less than 60 of social workers trained on client management;
- Duration of restored patients on treatment
- # of key populations and PWID continued ART in other medical facilities (prison, TB, ID hospitals, etc.);
- # of self-support groups at each ART health facilities established;
- # of PLHIV covered by sessions on treatment adherence by self-support groups;
- # of weekly clinic-based ART adherence sessions for PLHIV on ART conducted;
- # of monthly sessions conducted at CSOs and/or health facilities;
- # of home visits to dropped out patients;
- # of counseling services on social issues to key populations and PLHIV provided by CSOs;
- # of key populations and PLHIV continue ART in ANC, ID hospitals, TB hospitals, and penitentiary system by involvement of CSOs;
- # of prisoners who continue ART after release from prison;
- # of PWID and / or HIV-infected people who continue ART in penitentiary systems;
- # of CSOs staff trained on HCT and TB/HIV co-infection adherence support;
- Appointment system for ART patients established in every ART health facility in collaboration with ART clinics
- User service guide developed about patients' rights with contacts information to access alternative services
- Capacity of CSOs on client management, TB and HIV treatment adherence support, HCT is strengthened

#### **Equipment, materials and assets:**

- ❖ Organization, Coalition, network or alliance must submit the list of disposables/materials required to carry out activities planned within given project (syringes, condoms, disinfecting agents, STIs drugs and etc.) with indication of preferred technical specifications. Disposable/materials will be procured by UNDP, final technical specification will be based on results of focus groups discussions and other studies aimed to find out target groups' preferences. Materials will be handed over to conduct project activities and on the basis of list submitted by the coalition, network or alliance. Expenses for the procurement of materials should not be included in the budget proposal.
- ❖ IEC materials (booklets, posters, brochures, guidelines and other printed materials) will be also supplied by UNDP. Contractor might also use IEC materials provided by other organizations or develop

and use own materials to be agreed with sub-national or national AIDS center or the Republic Center for Healthy-Life Style. Expenses for the procurement of materials should not be included in the budget proposal.

- ❖ Implementing partner (contractor) has the right to submit a proposal for supply of any other equipment and furniture to be used for implementing project activities. Once and in case if proposal is approved all required equipment and furniture will be procured by UNDP and handed over to the Contractor for the effective project period. Expenses for the procurement of equipment and furniture should not be included in the budget proposal.

#### **Requirements for M & E of project related activities:**

- ❖ Project must be aimed in achieving such **expected outputs** like achieving required coverage of the target group by project services, as well as improving knowledge of the target group upon project completion.
- ❖ Particular attention shall be paid to the interest of the target group in implementation of the proposed project proposal, for instance involvement of the target group representatives in implementation of some activities.

#### **Reporting requirements:**

- ❖ Coalition, network or alliance will be obliged to submit to UNDP periodical delivery (progress) and final reports on outputs, achievements and goals in accordance with the Work Plan.

Coalition, network or alliance will be obliged to submit to UNDP reports in a format acceptable by UNDP within the 15 (fifteen) days following each of the timeframe indicated by the Contract. Quarterly report shall reflect (i) financial activities during reporting period and indicators from the date when coalition, network or alliance started to implement activities to the date covering reporting period, and (ii) narrative of the achieved progress in the course of carried out activities and achieved results and goals. Coalition, network or alliance will be obliged to provide justifications in the report about all and any discrepancies among the planned and actually achieved results during the reporting period.

## Section 4: Proposal Submission Form<sup>4</sup>

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[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

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<sup>4</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

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### Proposer Information Form<sup>5</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>5</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

# Joint Venture Partner Information Form (if Registered)<sup>6</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>6</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## **Section 6: Technical Proposal Form (See the Annex 5)**

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## **Section 7: Financial Proposal Form (see the Annex 6)**

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## Section 8:

### STANDARD TERMS AND CONDITIONS

Whereas:

(i) The United Nations Development Programme (“UNDP”) has been selected as an Implementing Partner of the project in the Host Country indicated in Block 1 of the face sheet of this Agreement, with the name and number indicated in Block 2 and Block 3 of the face sheet of this Agreement (the “Project”). The Project is described in the project document attached as Annex 1 to this Agreement (the “Project Document”);

(ii) UNDP has entered into a Grant Agreement with The Global Fund to Fight AIDS, Tuberculosis, and Malaria (the “Global Fund”), with the number and date indicated in Block 4 of the face sheet of this Agreement and attached as Annex 2 to this Agreement (the “Grant Agreement”), to implement the Project in the Host Country as a Principal Recipient;

(iii) In accordance with the Grant Agreement, UNDP as a Principal Recipient may provide funding to other entities to carry out activities contemplated under the Project as Sub-recipients;

(iv) The Sub-recipient indicated in Block 8 of the face sheet of this Agreement is a Public Organization .....

(v) UNDP and the Sub-recipient have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development; and

(vi) UNDP and the Sub-recipient agree that activities contemplated herein shall be carried out without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability, or any other circumstances.

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, UNDP and the Sub-recipient (together referred to as the “Parties” or, individually, a “Party”) have entered into this Agreement.

#### **Article I. Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) “Agreement” means this Agreement, including the face sheet, the Standard Terms and Conditions, and all annexes indicated on the face sheet, as well as any other documents agreed upon between the Parties to be an integral part of this Agreement. The provisions of the face sheet and the Standard Terms and Conditions shall take precedence over any annex or document;

(b) “CCM” means the Country Coordinating Mechanism of the Host Country, which includes representatives of the Government of the Host Country, civil society, multilateral institutions and people living with, or affected by AIDS, tuberculosis and malaria, and which coordinates the submission of proposals to the Global Fund and oversees the implementation of activities financed by the Global Fund;

(c) “Force majeure” means an act of nature, invasion or other acts of a similar kind or force which were unforeseen under the prevailing situation in the Host Country upon signature of this Agreement;

- (d) “Global Fund” means The Global Fund to Fight AIDS, Tuberculosis and Malaria, a foundation established under the laws of Switzerland;
- (e) “Grant Agreement” is defined in Recital (ii) above;
- (f) “Income” means the interest on the SR Funds and all revenue derived from the purchase, use or sale of SR Resources procured with the SR Funds, or from the revenues generated from SR Activities, including, but not limited to, social marketing activities;
- (g) “LFA” means an entity that acts as a local fund agent for the Global Fund in the Host Country;
- (h) “Parties” (or, individually, a “Party”) means UNDP and/or the Sub-recipient;
- (i) “Project” means the activities implemented by UNDP under the Project Document and the Grant Agreement;
- (j) “Project Document” means a document that describes the Project activities implemented by UNDP and is attached as Annex 1 to this Agreement;
- (k) “Sub-recipient ” or “SR” means an entity indicated in Block 8 of the face sheet of this Agreement, as described in recital (iv) above;
- (l) “Sub-sub-recipient” is defined in Article XXVI, paragraph 1;
- (m) “SR Activities” means the activities to be carried out by the Sub-recipient and described in the Work Plan in support of the Project;
- (n) “SR Activities Starting Date” and “SR Activities Ending Date” are defined in Article III, paragraph 1;
- (o) “SR Bank Account” is defined in Article VIII, paragraph 3;
- (p) “SR Funds” means the funds disbursed by UNDP to the Sub-recipient under this Agreement, or expended by UNDP as direct payment for SR Resources, the maximum amount of which is indicated in Block 7 of the face sheet of this Agreement. See also Article VIII(1), below;
- (q) “SR Personnel” is defined in Article V, paragraph 1;
- (r) “SR Records” is defined in Article X, paragraph 1;
- (s) “SR Resources” is defined in Article VII, paragraph 1;
- (t) “UNDP” means the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations;
- (u) “Work Plan” means a description of SR Activities to be completed and deliverables and performance targets to be achieved for by the Sub-recipient, with corresponding time frames and budget deemed necessary to accomplish the objectives of the Project, and attached as Annex 3 to this Agreement.

## **Article II. Objective and Scope**

1. The Sub-recipient shall carry out SR Activities and achieve the deliverables and performance targets set forth in the Work Plan with due diligence and efficiency, and in accordance with this Agreement.
2. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the overall goals of the Project.

## **Article III. Duration of this Agreement**

1. This Agreement shall commence on the date indicated in Block 5 of the face sheet of this Agreement (the “SR Activities Starting Date”) and shall expire on the date indicated in Block 6 of the face sheet of this Agreement (the “SR Activities Ending Date”). The provisions of this Agreement that are necessary to permit an orderly settlement of accounts between the Parties shall survive the SR Activities Ending Date or termination of this Agreement pursuant to Article XVI, below.

2. The Sub-recipient shall not expend any SR Funds after completion of SR Activities, the SR Activities Ending Date or a notice of suspension or termination pursuant to Article XVI, below, without agreement in writing from UNDP. In the event that the Sub-recipient expends funds in connection with SR Activities without such written agreement from UNDP, it shall do so at its own expense.

#### **Article IV. General Responsibilities of the Parties; Contacts**

1. The Parties agree to implement their respective responsibilities in accordance with the terms and conditions of this Agreement, and to carry out SR Activities in accordance with applicable UNDP policies and procedures.

2. The Parties shall communicate regularly with respect to SR Activities and shall consult as circumstances arise that may affect the successful completion of SR Activities or the achievement of deliverables and performance targets set forth in the Work Plan, with a view to reviewing the Work Plan.

3. All notices and other communications in regards to this Agreement shall be sent to the contact persons indicated in Block 9 (for the Sub-recipient) and Block 10 (for UNDP) of the face sheet of this Agreement.

4. The UNDP Contact Person indicated in Block 10 of the face sheet of this Agreement shall act as the principal channel for communication with the CCM regarding SR Activities, unless otherwise agreed in writing between the Parties.

5. The Parties shall provide each other mutual assistance in obtaining any licenses and/or permits required by domestic laws, where appropriate and necessary for the completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Parties shall also collaborate in the preparation of any reports, statements or disclosures that are requested by the Global Fund or required under domestic laws.

6. The Sub-recipient shall ensure that it complies with all relevant domestic and international laws, including, but not limited to, labor and taxation laws.

7. The Parties shall cooperate in any public relations or publicity exercises, when UNDP deems these appropriate or useful.

8. The Sub-recipient shall not use the name and emblem of the United Nations or UNDP, or the trademark or name of the Global Fund, unless it receives prior written consent of the UNDP Contact Person indicated in Block 10 of the face sheet of this Agreement.

#### **Article V. SR Personnel**

1. The Sub-recipient shall be fully responsible and liable for all services, including SR Activities, performed by its employees, agents, contractors, consultants or Sub-sub-recipients (“SR Personnel”).

2. The Parties agree and acknowledge that:

(a) SR Personnel are not and shall not be considered in any respect as being the employees or agents of UNDP; and

(b) UNDP does not have or accept any liability for claims arising out of SR Activities, or any claims for death, bodily injury, disability, and/or damage to property or other hazards that may be suffered by SR Personnel as a result of their services pertaining to SR Activities.

3. At all times during the term of this Agreement, the Sub-recipient shall maintain adequate medical



and life insurance for SR Personnel, as well as insurance coverage for service-related illness, injury, disability or death.

4. The Sub-recipient shall ensure that SR Personnel meet the highest standards of qualification and technical and professional competence necessary for the completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Sub-recipient shall further ensure that decisions on engagement of SR Personnel shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, disability, or other similar factors.

#### **Article VI. Terms and Obligations of SR Personnel**

The Sub-recipient agrees and shall ensure that SR Personnel performing SR Activities under this Agreement:

(a) shall not seek nor accept instructions regarding SR Activities from any Government, including the Government of the Host Country, or other authority external to UNDP;

(b) shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;

(c) shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article XXVIII, below; and

(d) shall comply with the provisions of, and not engage in any practices identified in, Article XXV below.

#### **Article VII. SR Resources; Procurement**

1. The Sub-recipient, in consultation with UNDP, will develop the specifications and/or terms of reference for the goods, including equipment, supplies and vehicles, and services indicated in the Work Plan (the "SR Resources"). After review and approval of such specifications and/or terms of reference, UNDP shall procure the SR Resources in accordance with UNDP regulations, rules and procedures,<sup>7</sup> and make all payments for the SR Resources directly with SR Funds to the selected contractor pursuant to a contract or contracts with the said contractor.

2. To the extent that the Sub-recipient has been authorized in the Work Plan directly to procure any SR Resources, the Sub-recipient shall ensure that the award of contracts and the placement of orders will accord to the principles of highest quality, economy and efficiency, and will be based on an assessment of competitive quotations, bids or proposals, unless UNDP agrees otherwise in writing. In undertaking any procurement of SR Resources, the Sub-recipient shall also ensure that it complies with the provisions of Article XXV of this Agreement. Where UNDP is required by the Work Plan to make direct payments to the selected contractor for the SR resources, such payments shall be made with SR Funds.

3. The SR Resources furnished or financed with SR Funds by UNDP under this Agreement shall remain the property of UNDP and shall be identified by the Sub-recipient as the property of UNDP, unless otherwise agreed in writing by UNDP.

4. UNDP shall use its best efforts to assist the Sub-recipient in clearing all SR Resources through customs at places of entry into the areas where SR Activities are to take place.

5. During the term of this Agreement, all SR Resources shall be used only for the purposes of carrying out SR Activities and in accordance with this Agreement. The Sub-recipient shall be responsible for their proper custody, maintenance and care. The Sub-recipient shall maintain complete and accurate records of all SR Resources and shall regularly verify the inventory thereof. The Sub-recipient shall provide UNDP a verified list of the inventory of SR Resources in such form as UNDP may request. The Sub-recipient shall

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<sup>7</sup> See notably "UNDP Operation Manual for Projects Financed by The Global Fund to Fight AIDS, Tuberculosis and Malaria," and the "Management Implementation Toolkit: Working with Global Fund Sub-recipients."

purchase and maintain appropriate insurance for the SR Resources in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.<sup>8</sup>

6. The SR Resources shall be returned to UNDP within one (1) month following completion of SR Activities, the SR Activities Ending Date or termination of this Agreement, whichever is earlier, unless otherwise agreed in writing by UNDP.

7. In the event that any of the SR Resources is damaged, stolen, lost or otherwise forfeited, the Sub-recipient shall provide UNDP with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to such damage, loss or forfeiture, and shall reimburse UNDP for any value lost immediately upon request by UNDP.

8. All intellectual property rights deriving from SR Activities shall vest in UNDP.

### **Article VIII. Financial Arrangements**

1. In accordance with the budget contained in the Work Plan, UNDP has allocated and may make available to the Sub-recipient, or may expend through direct payments, funds up to the maximum amount indicated in Block 7 of the face sheet of this Agreement ("SR Funds").

2. *Where required by the Work Plan, the first 42nd endeavour indicated in Block 7a of the face sheet of this Agreement will be advanced by UNDP to the Sub-recipient following signature of this Agreement, or paid directly to the Sub-recipient's contractors.<sup>9</sup> The second and subsequent 42nd endeavours will be advanced by UNDP to the Sub-recipient on a quarterly basis, or paid directly to the Sub-recipient's contractors, subject to:*

- a) prior disbursement of the relevant funds by the Global Fund to UNDP;*
- b) delivery by the Sub-recipient to UNDP of the financial report and other documentation as indicated in Article XI, below;*
- c) satisfaction of UNDP regarding the management and use of SR Funds and SR Resources;*
- d) satisfaction of UNDP regarding the performance of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan within the timeframes indicated therein and in accordance with this Agreement;*
- e) acceptance by UNDP of the Sub-recipient's request for disbursement; and*
- f) where applicable, acceptance by UNDP of the Sub-recipient's request for direct payment, including appropriate supporting documentation.*

3. The Sub-recipient shall open and maintain a separate bank account indicated in Block 11 of the face sheet of this Agreement into which the SR Funds provided by UNDP may be disbursed (the "SR Bank Account"), unless otherwise agreed by UNDP in writing. All payments to the Sub-recipient shall be made by UNDP to the SR Bank Account.

4. The Sub-recipient acknowledges that the disbursement of SR Funds is subject to the disbursement of Project funds by the Global Fund to UNDP under the Grant Agreement and that the amount of SR Funds contemplated under this Agreement could be reduced or eliminated if such Project funds are not received from the Global Fund. The Sub-recipient also acknowledges that SR Activities that are the subject of this

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<sup>8</sup> The Country Office must ensure that insurance is agreed upon and that the insurance is actually obtained.

<sup>9</sup> **Please note that advance payments must comply with UNDP policies and procedures. The Comptroller has authorized advance payments to civil society organizations of up to four months of program expenditures without a bank guarantee if it is not possible to obtain one. Any advances above this amount must be cleared by the Comptroller.** The Country Office is responsible for doing a financial capacity assessment of the Sub-recipient prior to issuing an advance payment. If the sub-recipient does not have the capacity to handle an advance payment, then it should not be issued. In some cases, weak financial capacity can be addressed through smaller advance payments, more frequent reporting periods, activity based disbursements, and/or direct payments.

Agreement are part of the Project funded by the Global Fund under the Grant Agreement. As part of its responsibility to implement and oversee the Project, it may be necessary for UNDP, in consultation with the CCM and subject to the approval of the Global Fund, to modify SR Activities.

5. SR Funds and all Income shall be used solely for the purposes of SR Activities and in accordance with this Agreement. The Sub-recipient shall not commit or expend SR Funds in variance of more than ten (10) percent of any budget line item indicated in the Work Plan, unless approved in advance and in writing by UNDP. The Sub-recipient shall indicate any expected variations in its quarterly reports delivered to UNDP pursuant to Article XI, below. In any event, the Sub-recipient shall not commit or expend SR Funds in excess of the total amount indicated in Block 7 of the face sheet of this Agreement.

6. Unless otherwise agreed in writing by UNDP, the Sub-recipient shall return all unspent SR Funds (where applicable) and Income to UNDP within one (1) month of completion of SR Activities, the SR Activities Ending Date or termination of this Agreement, whichever is earlier.

7. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other costs not indicated in the Work Plan, unless UNDP has agreed to such payment in writing prior to the expenditure by the Sub-recipient.

8. In the event that the Sub-recipient disburses or uses SR Funds in violation of the terms and conditions of this Agreement, notwithstanding the availability to, or exercise by UNDP of any other remedies under this Agreement, the Sub-recipient shall refund the SR Funds to UNDP not later than fifteen (15) days after the Sub-recipient receives a written request for a refund from UNDP.

9. The right to a refund provided for in paragraph 8 of this Article VIII shall continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement. Prior approval of a disbursement by UNDP or the Global Fund does not limit UNDP's right to a refund in the event that the original disbursement to the Sub-recipient was contrary to the terms and conditions of this Agreement.

#### **Article IX. Anti-Terrorism**

The Sub-recipient agrees to undertake all reasonable efforts to ensure that none of the SR Funds and SR Resources is used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all contracts or agreements with Sub-sub-recipients entered into under this Agreement, as contemplated in Article XXVII below.

#### **Article X. Maintenance of Books and Records**

1. The Sub-recipient shall keep accurate and current books and records, and other documents (the "SR Records") in respect of all expenditures incurred with SR Funds, reflecting that all such expenditures are in accordance with the Work Plan. The Sub-recipient shall maintain supporting documentation for each disbursement, including original invoices, bills, and receipts. The Sub-recipient shall promptly disclose to UNDP any Income arising from SR Activities, which shall be reflected in a revised Work Plan as accrued income.

2. Upon the SR Activities Ending Date or termination of this Agreement, or upon completion of SR Activities, whichever is earlier, the Sub-recipient shall maintain the SR Records for a period of at least seven (7) years, unless the Parties agree otherwise.

#### **Article XI. Reporting Requirements**

1. The Sub-recipient shall provide UNDP with periodic reports on the progress and completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. At a minimum, the Sub-recipient agrees to provide the reports set forth in this Article XI.

2. The Sub-recipient shall provide UNDP with a report in the form and substance acceptable to UNDP within fifteen (15) days after the end of each of the periods indicated in paragraph 4 below (“Quarterly Report”). The Quarterly Reports shall reflect: (i) the financial activity during the quarter in question and cumulatively from the beginning of SR Activities until the end of the reporting period, and (ii) a description of progress toward completion of SR Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Sub-recipient shall explain in the report any variation between the planned and actual performance of SR Activities and achievement of the deliverables and performance targets for the period in question indicated in the Work Plan.

3. The Sub-recipient shall include in the financial section of the Quarterly Reports: (i) a list of expenses incurred by the Sub-recipient in connection with SR Activities over the quarter in accordance with the categories indicated in the Work Plan; (ii) any Income accrued during the quarter in question and cumulatively from the beginning of SR Activities until the end of the reporting period; (iii) where applicable, reasons for the variance between the approved budget and actual expenses during the quarter, and (iv) a request for *disbursement/reimbursement* of SR Funds and (v) a reconciliation of the outstanding advances and foreign currency exchange loss or gain

4. The Quarterly Reports shall cover the following time periods and shall be due on the following dates:

<u>Period Covered By Report</u>	<u>Report Due Date</u>
January 1 - March 31	April 15, 2017
April 1 - June 30	July 15, 2017
July 1 – September 30	October 15, 2017
October 1 – December 31	January 15, 2018

5. The Sub-recipient shall not accept refunds from suppliers of SR Resources procured by UNDP. The Sub-recipient shall report to UNDP any offer of such a refund. In the event that the Sub-recipient receives a refund for SR Resources that the Sub-recipient procured directly, it shall report such a refund in the financial section of the Quarterly Report as a reduction of disbursements in the category to which it relates.

6. In addition to the Quarterly Reports, the Sub-recipient shall provide to UNDP:

(a) on a quarterly basis, a copy of the monthly statements issued by the bank in which the SR Bank Account is held;

(b) upon request from UNDP, any supporting documents to the Quarterly Reports and SR Bank Account statements; and

© not later than 30 January of each year, an annual financial and programmatic report in the form and substance acceptable to UNDP, covering the preceding fiscal year.

7. Not later than two (2) months after the completion of SR Activities, the SR Activities Ending Date or the termination of this Agreement, whichever is earlier, the Sub-recipient shall provide to UNDP a final report on SR Activities and include a final financial report on the use of SR Funds, as well as an inventory of SR Resources.

8. The Sub-recipient also agrees to provide, compile and make available to UNDP any other record, document or information, verbal or written, which UNDP may reasonably request with respect to the SR Funds, SR Resources, and SR Activities more generally.

## **Article XII. Tax Exemptions**

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 Sub-recipient

shall immediately consult with UNDP to determine a mutually acceptable solution.

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

#### **Article XIII. Audit Requirements**

1. UNDP shall arrange for an audit of the Sub-recipient's expenditure statements in accordance with UNDP audit procedures. The cost of the audit will be charged to the "audit" budget line.

2. Notwithstanding the above, each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of two (2) years following completion of SR Activities, the SR Activities Ending Date or prior termination of this Agreement, whichever is earlier. UNDP shall be entitled to a refund from the Sub-recipient for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

3. The Sub-recipient acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Agreement or the award thereof, the obligations performed under this Agreement, and the operations of the Sub-recipient generally relating to performance of this Agreement. The right of UNDP to conduct an investigation and the Sub-recipient's obligation to comply with such an investigation shall not lapse upon completion of SR Activities, the SR Activities Ending Date or prior termination of this Agreement, whichever is earlier.

4. The Sub-recipient shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Sub-Recipient's obligation to make available SR Personnel and any relevant documentation, and to grant to UNDP access to the Sub-recipient's premises, for such purposes at reasonable times and on reasonable conditions. The Sub-recipient shall require its agents, including, but not limited to, the Sub-recipient's attorneys, accountants or other advisers, reasonably to cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **Article XIV. Responsibility for Claims**

1. The Sub-recipient shall 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 Sub-recipient's responsibilities under this Agreement, or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Sub-recipient or SR Personnel.

2. The Sub-recipient shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the Sub-recipient or SR Personnel.

3. The Sub-recipient shall be responsible for, and deal with all claims brought against it by SR Personnel.

#### **Article XV. Security**

1. The responsibility for the safety and security of the Sub-recipient, SR Personnel and property, as well as for UNDP's property in the Sub-recipient's custody, rests with the Sub-recipient.

2. The Sub-recipient shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into

account the security situation in the Host Country; and

(b) assume all risks and liabilities related to the Sub-recipient's security, and the full implementation of the security plan.

3. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this Agreement. Notwithstanding the foregoing, the Sub-recipient shall remain solely responsible for the security of SR Personnel and for UNDP's property in its custody as set forth in paragraph 1 of this Article XV.

#### **Article XVI. Suspension and Early Termination**

1. The Parties recognize that the successful completion of SR Activities and accomplishment of their purposes, as well as the achievement of deliverables and performance targets set forth in the Work Plan, are of paramount importance, and that UNDP therefore may find it necessary to terminate the Agreement, or to modify SR Activities, should circumstances arise that interfere or threaten to interfere with the aforementioned objectives.

2. UNDP shall consult with the Sub-recipient if, in the judgment of UNDP, any circumstances referred to in paragraph 1 of this Article XVI arise. The Sub-recipient shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Sub-recipient, where such circumstances are attributable to it or are within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Agreement on the beneficiaries of SR Activities.

3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Agreement by written notice to the Sub-recipient, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2 of this Article XVI. UNDP may indicate to the Sub-recipient the conditions under which it is prepared to authorize SR Activities by the Sub-recipient to resume.

4. If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNDP has given notice of suspension to the Sub-recipient, UNDP may, by written notice at any time thereafter during the continuation of such cause terminate this Agreement and contract another entity as appropriate. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.

5. The Sub-recipient may terminate this Agreement in cases where a condition has arisen that impedes the Sub-recipient from successfully fulfilling its responsibilities under this Agreement, by providing UNDP with written notice of its intention to terminate this Agreement. Such notice must be provided by the Sub-recipient: (i) at least thirty (30) days prior to the effective date of termination if the SR Activities Ending Date is within six (6) months; or (ii) at least sixty (60) days prior to the effective date of termination if the SR Activities Ending Date is more six (6) months after the effective date of termination.

6. The Sub-recipient may terminate this Agreement after consultations have been held between the Sub-recipient and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

7. Upon receipt of a notice of termination by either Party under this Article, the Parties shall take immediate steps to terminate SR Activities in a prompt and orderly manner, so as to minimize losses and further expenditures. The Sub-recipient shall undertake no forward commitments and shall return to UNDP, within one (1) month, all unspent SR Funds (where applicable) and Income, all SR Resources, and any other property provided by UNDP, unless UNDP agrees otherwise in writing.

8. In the event of termination by either Party under this Article, UNDP shall reimburse the Sub-recipient only for the costs incurred to perform SR Activities in conformity with the terms and conditions of this

Agreement. Reimbursements to the Sub-recipient under the present paragraph, when added to the amounts previously remitted to it by UNDP in respect of SR Activities, shall not exceed the total amount of SR Funds.

9. In the event of transfer of the responsibilities of the Sub-recipient for SR Activities to another entity, the Sub-recipient shall cooperate with UNDP and the said other entity in the orderly transfer of such responsibilities.

#### **ARTICLE XVII. ADDITIONALITY**

The Sub-recipient recognizes that the Global Fund awarded the Project Funds on the condition that the Project Funds are in addition to the normal and expected resources that the Host Country normally receives or budgets from external or domestic sources. In the event such other resources are reduced to an extent that it appears that the Project Funds are being used to substitute for other resources, UNDP may terminate this Agreement upon request from the Global Fund.

#### **Article XVIII. Force Majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph ©, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of this Agreement by UNDP, in accordance with Article XVI, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven (7) days written notice of such termination.

2. In the event that this Agreement is terminated due to causes constituting *force majeure*, the provisions of Article XVI, paragraphs 8 and 9, above, shall apply.

#### **Article XIX. Dispute Settlement**

The Parties shall endeavour to settle amicably through direct negotiations any dispute, controversy or claim arising out of or relating to this Agreement, including breach and termination thereof. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules then obtaining. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

#### **Article XX. Privileges and Immunities**

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

#### **Article XXI. Child Labor**

1. The Sub-recipient represents and warrants that neither it, nor SR Personnel are 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.

2. Any breach of this representation and warranty shall entitle UNDP to terminate this Agreement immediately upon notice to the Sub-recipient, without any liability for termination charges, or any other liability of any kind of UNDP.

#### **Article XXII. Mines**

1. The Sub-recipient represents and warrants that neither it nor SR Personnel are 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.

2. Any breach of this representation and warranty shall entitle UNDP to terminate this Agreement immediately upon notice to the Sub-recipient, without any liability for termination charges or any other liability of any kind of UNDP.

#### **Article XXIII. Closure of SR Activities and/or the Project**

The Sub-recipient agrees to cooperate with UNDP in providing to the Global Fund upon request all the information and documents required under the grant closure policies and procedures of the Global Fund. This information may include, but is not limited to:

- (a) a description and budget for activities needed to be carried out in order to close the SR Activities in an orderly and responsible manner;
- (b) a list of all health products procured with SR Funds by the Sub-recipient that are not likely to be consumed before the SR Activities Ending Date and a plan for the use, transfer and/or disposal of such items;
- (c) a list of all SR Resources procured by the Sub-recipient using SR Funds; and
- (d) an estimated cash statement as of the SR Activities Ending Date. Such cash statement shall include all interest, foreign exchange gains, tax refunds and revenue from any social marketing activities earned from SR Activities and SR Funds.

#### **Article XXIV. Conflicts of Interest; Anti-Corruption**

1. The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the Sub-recipient shall maintain standards of conflict that govern the performance of SR Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

2. The Sub-recipient and persons affiliated with the Sub-recipient, including SR Personnel, shall not engage in the following practices:

- (a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by the SR Funds, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- (b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- (c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- (d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- (e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the Sub-recipient, designed to establish bid prices at artificial, non-competitive levels; or
- (f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.
- (g) [awarding a contract or contracts to a person or entity included in the UN Ineligibility List.](#)

3. If the Sub-recipient has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article XXV undertaken by anyone affiliated with the Sub-Recipient, the CCM, the LFA or the Global Fund, the Sub-recipient shall immediately disclose the existence of such practices to UNDP.

#### **Article XXV. Sub-sub-recipients**

1. From time to time, the Sub-recipient may, under this Agreement, provide SR Funds to other entities, or make direct payments to third parties on behalf of other entities, to carry out SR Activities ("Sub-sub-recipients"), provided that the Sub-Recipient:



- (a) assesses the capacity of each Sub-sub-recipient to carry out SR Activities that are being assigned to it and selects each Sub-sub-recipient based on the positive results of such an assessment in a transparent and documented manner;
- (b) obtains prior written approval and clearance of UNDP for each selected Sub-sub-recipient;
- (c) enters into an agreement with each approved Sub-sub-recipient subject to, and conforming with the provisions of this Agreement; and
- (d) maintains and complies with a system to monitor the performance of Sub-sub-recipients and assure regular reporting from them in accordance with this Agreement.

2. The Sub-recipient acknowledges and agrees that UNDP's approval and clearance pursuant to paragraph 1(b) of this Article XXVI, providing SR Funds to Sub-sub-recipients, or making payments on behalf of Sub-sub-recipients to carry out SR Activities does not relieve the Sub-recipient of its obligations and liabilities under this Agreement. The Sub-recipient is responsible for the acts and omissions of Sub-sub-recipients in relation to the Project as if they were the acts and omissions of the Sub-recipient.

#### **Article XXVI. Amendments**

This Agreement and/or its Annexes may be modified or amended only by written agreement between the Parties.

#### **Article XXVII. Confidentiality**

The Sub-recipient may not communicate at any time to any other person, Government or authority external to UNDP any information known to it by reason of its association with UNDP which has not been made public, except by prior written authorization of UNDP; nor shall the Sub-recipient at any time use such information to private advantage. These obligations do not lapse upon completion of SR Activities, the SR Ending Date or termination of this Agreement.

#### **Article XXVIII. Additional Provisions**

1. The Sub-recipient shall ensure that all insurance policies required to be purchased under this Agreement (except workers' compensation insurance) shall:

- (a) name UNDP as an additional insured party;
- (b) include a waiver of subrogation of the Sub-recipient's rights to the insurance carrier against UNDP; and
- (c) provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

2. The Sub-recipient shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article XXIX.

3. The Sub-recipient understands that UNDP is responsible for monitoring and evaluating SR Activities and the Project as a whole. The Sub-recipient agrees to cooperate with UNDP in such monitoring and evaluation and to perform every obligation set forth in a monitoring and evaluation plan to be agreed to by the Parties.

4. The Sub-recipient further understands that UNDP may conduct an independent evaluation of the Project, which may include SR Activities and which will focus on results, transparency, and substantive accountability. The Sub-recipient agrees to cooperate fully in the execution of such evaluation.

5. The Sub-recipient shall allow authorized representatives of UNDP, the Global Fund, and/or their designated agents, to visit its sites on an ad hoc basis, at the time and place designated by these entities. The purpose of such ad hoc site visits is to allow UNDP, the Global Fund, and/or their designated agents to oversee SR Activities, including the verification of data contained in reports on SR Activities, as well as to determine whether value for money has been obtained.

6. The Sub-recipient shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office, or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Agreement, or by reason of any other claim or demand against the Sub-recipient.
7. The Sub-recipient agrees to notify UNDP immediately upon receipt of any donor funds targeted towards any similar purposes and objectives as SR Activities and to provide UNDP all details thereof.
8. This Agreement is subject to the special terms and conditions specified in Annex 4.