



REQUEST FOR APPLICATIONS (RFP)

To: Qualified Firms and CSOs	DATE 4 th March 2020
	REFERENCE: UNDP-RFP/UGA20/004 Request for Proposals (RFPs) from consultancy Firm or CSO to Develop and operationalize Internal Accountability Mechanisms and Performance Management Systems for effective prevention and response programming of Violence Against Women and Children and Harmful Practices (VAW/VAC/HP) in selected MDAs.

Dear Sir / Madam:

We kindly request you to submit a proposal to implement Grants for addressing violence against Women and Girls under the Spotlight Initiative.

Please be guided by the form attached hereto as Annex 3, in preparing your Proposal.

Proposals may be submitted by hand on or before **19th March 2020 at 5.00 pm** to the below address:

Email: tenders.kampala@undp.org

Technical and Financial proposals **MUST BE submitted as two different files and must be password protected.**

Each submission MUST clearly indicate the RFP Reference number i.e. "**RFP_ UNDP-RFP/UGA20/004**" clearly indicating the name of the Proposer,

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Alexander Muhwezi
Procurement Analyst

Description of Requirements

Context of the Requirement	<p>Violence against women and children are seen as persistence forms of the human rights violations globally. These pose a threat to the achievement of SDGs and Vision 2040 for Uganda.</p> <p>In efforts to address this, European Union (EU) has partnered and funded UN agencies, government, Civil society, Private Sector and other stakeholders, to implement the multiyear Spotlight Initiative to Eliminate Violence Against Women and Girls (VAWG), including Sexual and Gender Based Violence (SGVB) and Harmful Practices (HP). The Spotlight Initiative aims to address the prevalent problem of increased violence against women and girls and harmful practices. The programme has six pillars of i) Enhanced legislative and policy framework; ii) Strengthened institutions; iii) Prevention and social norm change; iv) Quality survivor services and ending impunity for VAWG, including SGBV and HP; v) Improved data availability and capacities; and vi) Strengthened women's movement and civil society engagement.</p> <p>The Spotlight Initiative takes on whole of UN, whole of government and whole of society approach to address VAW and VAC. It involves UN agencies including the Resident Coordinator's Office, UN Women, UNFPA, UNICEF, UNDP, UNHCR, IOM, OHCHR, and Pulse Lab'; Selected Ministries, Departments and Agencies (MDAs); District Local Governments (DLGs) Firm /CSOs; Private Sector and Academia. The selected MDAs include: Ministry of Gender, Labour and Social Development; Ministry of Justice and JLOS Secretariat; Ministry of Local Government; Judiciary; Uganda Human Rights Commission; Office of the Prime Minister; Ministry of Trade, Industry and Cooperatives; Ministry of ICT and National Guidance; Ministry of Energy and Mineral Development; Kampala City Council Authority (KCCA) and Ministry of Public Service. The selected DLGs are: Arua, Amudat, Kampala, Kasese, Kitgum, Kyegegwa, Tororo;</p> <p>Under spotlight, UNDP is mandated to strengthen institutional capacities at National and subnational level to plan, budget and deliver evidence based programmes that prevent and will Eliminate Violence Against Women and Girls (VAWG), Sexual and Reproductive Health Rights (SRHR) and eliminate Harmful Practices (HP)</p>
Implementing Partner	UNDP
Responsible Parties for UNDP	Ministry of Gender, Labour and Social Development; Ministry of Local Government; Ministry of Public Service;
Brief Description of the Required Services	<p>Request for Quotations (RFPs) for consultancy Firm or CSOs to</p> <p>Develop and operationalize Internal Accountability Mechanisms and Performance Management Systems for effective prevention and response programming of Violence Against Women and Children and Harmful Practices (VAW/VAC/HP) in selected MDAs.</p> <p>Detailed in ToRs – Annex 2</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Inception report 2. Draft report 3. Final report
Person (s) to Supervise the Work/Performance of the Service Provider	UNDP (Team Leader for Institutional Effectiveness Programme).
Frequency of Reporting	Quarterly and regularly in accordance to deliverables timeframes
Progress Reporting Requirements	Electronic and hard copies highlighting progress in accordance to UNDP reporting format
Location of work	6 selected project districts
Expected duration of work	1.5 months and 4 months
Target start date	06 April 2020
Latest completion date	30 August 2020

Travels Expected	To the target districts of Amudat, Tororo, Arua, Kitgum, Kyegegwa;Kasese or as necessary to achieve the deliverables requested in this RFQ.																	
Special Security Requirements	N/A																	
Facilities to be Provided by UNDP	<input checked="" type="checkbox"/> Others Access to progress reports, project documents, and other information relevant to assignment All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the firm (transport, professional fees, software, hardware, communication, consumables, etc.)																	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required. To be included in the technical proposal.																	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Technical proposals must identify who in the organization would be taking the role of Team Leader and specify the roles of the different staff proposed.																	
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (UGX)																	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																	
Payment Terms	<table><tr><th>Outputs</th><th>Percentage</th><th>Timing (as detailed in Table F)</th><th>Condition for Payment Release</th></tr><tr><td>Inception Report</td><td>30%</td><td>13th April 2020</td><td rowspan="3">Submission of acceptable concept note; submission of draft reports and final</td></tr><tr><td>Draft report</td><td>40%</td><td></td></tr><tr><td>Final report</td><td>30%</td><td></td></tr></table>				Outputs	Percentage	Timing (as detailed in Table F)	Condition for Payment Release	Inception Report	30%	13 th April 2020	Submission of acceptable concept note; submission of draft reports and final	Draft report	40%		Final report	30%	
Outputs	Percentage	Timing (as detailed in Table F)	Condition for Payment Release															
Inception Report	30%	13 th April 2020	Submission of acceptable concept note; submission of draft reports and final															
Draft report	40%																	
Final report	30%																	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical reports will be submitted to UNDP (Team Leader for Institutional Effectiveness Programme)																	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																	
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																	
Criteria for the Assessment of Proposal	Technical Proposal (70%) <ul style="list-style-type: none">• Expertise of the Firm (30 points)• Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40 point)• Management Structure and Qualification of Key Personnel (30 points) Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the																	

	proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> 4 or more Consultancy Firm /CSOs, depending on the following factors: <ul style="list-style-type: none"> • Reputation of the consultancy firm in undertaking the proposed activities • Experience in executing
Annexes to this RFP	<ul style="list-style-type: none"> • Detailed TOR (Annex 2) • Form for Submission of Proposal (Annex 3) • Evaluation Criteria Annex 4 • General Terms and Conditions / Special Conditions (Annex 5)
Contact Person for Inquiries (Written inquiries only) ¹	<p>tenders.kampala@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>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 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". The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p>

¹This contact person and address is officially designated by If inquiries are sent to other person/s or address/es, even if they are ... staff, shall have no obligation to respond nor can ... confirm that the query was received.



Terms of Reference

Develop and operationalize Internal Accountability Mechanisms and Performance Management Systems for effective prevention and response programming of Violence Against Women and Children and Harmful Practices (VAW/VAC/HP) in selected MDAs.

Location:	Kampala, Uganda
Application deadline:	19 March 2020
Type of Contract:	Consultancy services
Post Level:	Local
Language Required:	English
Starting Date:	06 April 2020
Duration of Contract:	1.5 months and 4 months

I. Introduction

Violence against women and children are seen as persistence forms of the human rights violations globally. These pose a threat to the achievement of SDGs and Vision 2040 for Uganda.

In efforts to address this, European Union (EU) has partnered and funded UN agencies, government, Civil society, Private Sector and other stakeholders, to implement the multiyear Spotlight Initiative to Eliminate Violence Against Women and Girls (VAWG), including Sexual and Gender Based Violence (SGVB) and Harmful Practices (HP). The Spotlight Initiative aims to address the prevalent problem of increased violence against women and girls and harmful practices. The programme has six pillars of i) Enhanced legislative and policy framework; ii) Strengthened institutions; iii) Prevention and social norm change; iv) Quality survivor services and ending impunity for VAWG, including SGBV and HP; v) Improved data availability and capacities; and vi) Strengthened women's movement and civil society engagement.

The Spotlight Initiative takes on whole of UN, whole of government and whole of society approach to address VAW and VAC. It involves UN agencies including the Resident Coordinator's Office, UN Women, UNFPA, UNICEF, UNDP, UNHCR, IOM, OHCHR, and Pulse Lab'; Selected Ministries, Departments and Agencies (MDAs); District Local Governments (DLGs) Firm /CSOs; Private Sector and Academia. The selected MDAs include: Ministry of Gender, Labour and Social Development; Ministry of Justice and JLOS Secretariat; Ministry of Local Government; Judiciary; Uganda Human Rights Commission; Office of the Prime Minister; Ministry of Trade, Industry and Cooperatives; Ministry of ICT and National Guidance; Ministry of Energy and Mineral Development; Kampala City Council Authority (KCCA) and Ministry of Public Service. The selected DLGs are: Arua, Amudat, Kampala, Kasese, Kitgum, Kyegegwa, Tororo;

Under spotlight, UNDP is mandated to strengthen institutional capacities at National and subnational level to plan, budget and deliver evidence based programmes that prevent and will Eliminate Violence Against Women and Girls (VAWG), Sexual and Reproductive Health Rights (SRHR) and eliminate Harmful Practices (HP).

II. Situation analysis

Uganda is a signatory to various international and regional instruments that promote gender equality. These instruments recognize violence against women and children as a form of discrimination and oblige states to protect, respect and attain highest standards for Sexual and Reproductive Health Rights. These include: the 2030 Agenda for Sustainable Development; The Convention on Elimination of all Forms of Discrimination Against Women (CEDAW) - 1992; the Beijing Declaration and Platform for Action -1995; The Declaration on Elimination of Violence Against Women (DEVAW)-1993; Africa Agenda 2063; UN Security Council Resolution (UN SCR) 1325 on Women, Peace and Security; UN SCR 1820 on Sexual Violence in Situations of Armed Conflict; among others.

At the national level, government has put in place enabling laws, policies and institutions to promote gender equity and women empowerment and address GBV and VAC. These include: The Uganda Constitution (1995); The Uganda Vision 2040; National Development Plan II; Gender Policy 1997; National Policy on the Elimination of GBV (2016) and its Action Plan; The National Male Engagement Strategy (2017); Domestic Violence Act 2010; Prohibition of Female Genital Mutilation Act 2010; the amended Penal Code Act Cap 120; The Children's (Amended) Act 2016; The Child Policy and implementation plan; The Public Finance Management Act (2015), among others. Government also has several institutions that promote gender and aim to address issues of GBV. These include the Uganda Human Rights Commission; Ministry of Gender Labour and Social Development (MGLSD); Ministry of Justice and Constitutional Affairs; Uganda Law Reform Commission and Parliament, among others.

In addition to setting up the policies and institutions, capacity building interventions are in place in various institutions (universities, colleges, institutes) that offer trainings in gender, gender mainstreaming, budgeting, programming, among other courses. Some of the training institutions include: Judicial Training Institute, Nsamizi Institute for Social Development, Police Training School, Law Development Centre, Civil Service College, Uganda Management Institute.

III. Rationale

Uganda's good policy and regulatory frameworks and the existing efforts to build capacities are commended. However, these have not directly translated to addressing issues of Violence against Women and Girls, SRHR and HP. Evidence shows that 56% of women of 15-49 years still experience physical violence and 22% experienced sexual violence. The gender and equity budgeting reports show noticeable gaps in for MDAs and DLGs to integrate and prioritize issues of gender and equity in plans and budgets at both national and sub national levels. The 2018 EOC Report showed overall national compliance with Gender and Equity requirements for FY 2018/2019 was 55% in MDAs and 43% compliance in DLGs. The compliance statistics in the Spotlight target Districts indicate Arua with 55%; Amudat 37%; Kasese 25%; Kitgum 34%; Kyegegwa 60% and Tororo 55%.

The above scenario explains the low compliance to gender planning and budgeting with even low integration of VAWG/HP/SRHR in plans and budgets. It is also noted that there are challenges in public institutions' accountability systems to enable public officials to account for actions, decisions and policies that address VAW/VAC/HP in their functions. The Spotlight Initiative therefore intends to support government institutions to put in place internal accountability mechanisms and staff performance systems in order to address VAW/VAC and HP response in programming and in service delivery.

It is against this background that UNDP, together with Ministry of Public Service is calling for proposals from a competent Consultancy firm or CSO to i) develop, operationalize and provide training/mentoring on internal accountability mechanisms and performance management systems for effective VAW/VAC/HP prevention and response programming.

The interested Firm is expected to present technical proposals on how they will implement these activities under the different assignments below.

A. Consultancy Applications:

ASSIGNMENT 2.1: Support Ministry of Public Service to develop internal accountability mechanisms and performance management systems for effective VAW/VAC/HP prevention and response programming to selected MDAs to operationalize the systems. (MDAs-Ministry of Gender, Labour and Social Development; Ministry of Local Government; Uganda Police Force(UPF); Office of the Director of Public Prosecutions (ODPP); Judiciary and Ministry of Health).

Duration- 1.5 months

ASSIGNMENT Provide training and ongoing technical support/Mentoring for strategic managers in priority MDAs and DLGs on operationalizing internal accountability mechanisms.

Duration- 4 months

UNDP is now accepting applications from experienced Firms or CSOs to undertake the above-mentioned assignments. .

B. Eligibility:

Experience for; Assignments Review and Develop Accountability Mechanisms & Performance Management Systems and **Assignment** Provide Training and mentorship for MDAs and DLGs to operationalize the Internal Accountability Mechanisms and Performance Management Systems.

The firm or CSO will

- Review the existing internal accountability and performance management systems for the public officials in the selected MDAs
- Identify the nature and dimensions used for public service accountability and identify the gaps to address Gender focusing on VAW/VAC/HP and SRHR
- Develop mechanisms for accountability and performance management systems for effective prevention and response of VAW/VAC/HP prevention and response programming in public service
- Provide training and mentoring sessions for Strategic Managers in priority MDAs and 6 spotlight DLGs

Experience

i) Task Manager/Team Leader's experience

- 5 years' experience in implementing GBV related programmes, in particular those addressing VAW/VAC; HP and SRHR, among others
- 5 years' experience in developing accountability mechanisms and performance management systems for government institutions that address VAW/VAC/HP and SRHR issues.
- Experience in conducting training and mentorship for government in operationalizing accountability and performance management systems.
- Experience working with the government institutions is an asset.
- Ability to produce excellent written reports, easily understood by non-expert audiences.
- Fluency in English language – both oral and written.

ii) Senior Expert experience

- 5 years' experience in implementing Gender Based related programmes, in particular those addressing VAW/VAC; Gender Budgeting, among others
- 3 years' experience in review and/or development of accountability mechanisms and performance management systems for institutions to address gender issues with a focus on VAW/VAG/HP and SRHR issues.
- Experience in conducting training and mentorship for government institutions in GBV related areas.
- Experience working with government institutions would be an asset.
- Ability to produce excellent written reports, easily understood by non-expert audiences.
- Fluency in English language – both oral and written.

iii) Support staff experience

- General experience in supporting programmes that address GBV related issues
- 2 years' experience in supporting development of accountability mechanisms and performance management systems for institutions.
- Experience in supporting trainings of government institutions in GBV related areas.
- Report writing experience is an added advantage.
- Fluency in English language – both oral and written.

C. Selection Criteria

Refer to Annex 4

D. Institutional Arrangement

- i. The Firm or CSO will be directly supervised by the UNDP and Ministry of Public Service. The day to day supervision will be by UNDP
- ii. The Firm or CSO will at field level work closely with the relevant institution (Ministry of Public Service) and field officers for the day to day oversight and reporting;
- iii. The Firm or CSO will provide regular reports to UNDP on the progress of the assignment and in some cases as may be required, make frequent reports and briefs shall be provided by the Firm /CSOs;
- iv. The Firm or CSO is expected liaise with UNDP and UN agencies in the course of performing the work. The extent of participation of these collaborative entities during implementation will be solely for ensuring effective delivery of intended services and avoidance of duplication of efforts. The overall management of the contract will be handled by UNDP;
- v. The project will not provide any facility, support personnel, support service, or logistics to the Firm during implementation. It is expected that the consultancy Firm will use its personnel, services and logistics to deliver on the required services.

E. Duration of the Work

The intervention will be implemented in a period of 1.5 months to review the internal accountability mechanism and 4 months to conduct training and mentorship of MDAs and DLGs commencing immediately upon signature of contract.

The Firm/CSO is expected to adhere to the specified dates as the deliverables.

- Review the existing internal accountability and performance management systems for the public officials in the selected MDAs
- Identify the nature and dimensions used for public service accountability and identify the gaps to address Gender focusing on VAW/VAC/HP and SRHR
- Develop mechanisms for accountability and performance management systems for effective prevention and response of VAW/VAC/HP prevention and response programming in public service
- Provide training and mentoring sessions for Strategic Managers in priority MDAs and 6 spotlight DLGs

F. Deliverables and payment schedules for the Assignments

	Assignment & Duration	
Deliverable&%payment	Duration	Percent payment
Assignment 1		
Developing Internal Accountability mechanisms (1.5months)		
Inception Report	13 April 2020	30% payment
Draft report on the review of Accountability and performance management systems	17 th April 2020	40% payment
Final report on the review of Accountability and performance management systems Report including training a mentorship strategy	27 April 2020	30% payment
Validation of the report	1 st May	
Assignment 2		
Training and Mentorship on Internal accountability mechanisms and performance management systems (4 months)		
Inception report on the Training and mentoring of MDAs and DLGs on Accountability and performance mechanisms.	21 May 2020	30%
Roll out training and/or mentoring of MDAs and DLGs	N/A	
1 st progress report on the MDA and DLG training and mentoring 40%	5 June 2020	40%

2 nd progress report	5 July	0
Final report on training and mentorship of MDAs and DLGs on Accountability Systems and performance Management Systems	5 August 2020	30%
Partners	Ministry of Public Service	

Condition for Payment Release: Upon submission and approval of reports

G. Location of Work

Services shall be delivered to selected Spotlight 6 districts and MDAs (Ministry of Gender, Labour and Social Development; Ministry of Local Government; Uganda Police Force, Office of the Director of Public Prosecutions; Judiciary and Ministry of Health)

The Firm will be required to be physically present in the districts during implementation of activities.

Applications should be submitted in soft copy to UNDP Uganda by email to tenders.kampala@undp.org ; UNDP espouses equal participation of men and women; and women-led Firm is highly encouraged to apply. Please ensure that your project proposal is clear and concise, preferably between 08-10 pages, excluding the attachments. **Submissions must be not more than 30Mbs** in size; larger files can be submitted using the WeTransfer free online file sharing service.

For further details, please visit <http://procurement-notice.undp.org> to download the full project proposal template and kindly follow instructions. Deadline for submission of applications: **19th March, 2020**. Languages Required: English.

Applicants who do not receive feedback within 21 days from the closing date must consider their applications as unsuccessful.

H. Scope of Proposal Price and Schedule of Payments

- a) The contract price will be a fixed output-based price regardless of extension of duration;
- b) The potential contractor should submit an all-inclusive bid with detailed costing for professional fees, operational costs, and support personnel to be deployed, travel costs anticipated etc.
- c) Payment will be made by UNDP upon achievement of the corresponding milestones identified and outlined in this RFP (Data sheet) in accordance with an approved work plan and budget.

I. Recommended Presentation of Proposal

For purposes of generating a proposal whose contents present the required information, it is recommended that the offeror adopts the format in the format in annex 3.1 below

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL²*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)*

[insert: Location].

[insert: Date]

To:

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

The Service Provider must provide:

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

²This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL⁴*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)*

[insert: Location].

[insert: Date]

To:

Dear Sir/Madam:

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report	30%	
2			
3		40%	
4		30%	
5			
	Total	100%	

**This shall be the basis of the payment tranches as specified in section F (page 8)*

E. Cost Breakdown by Cost Component [This is only an Example] (This total must equal tables D above and for sub region specific where established or preferred)

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Leader				
Technical Expert				
Support staff 1				
Support staff 2				
Support staff 3				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
3. Reproduction				
4. Equipment Lease				
5. Others				
III. Other Related Costs				

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

⁴This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

[Designation]
[Date]



Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	340					
2.	Proposed Work Plan and Approach	50%	400					
3.	Personnel	20%	260					
	Total		1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history	15					

1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	85					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	15					
1.5	Quality assurance procedures, warranty	25					
1.6	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	160					
		340					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the task?	30						
2.2	Have the important aspects of the task been addressed in sufficient detail?	25						
2.3	Are the different components of the project adequately weighted relative to one another?	20						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55						
2.5	Is the conceptual framework adopted appropriate for the task?	65						
2.6	Is the scope of task well defined and does it correspond to the TOR?	120						
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85						
		400						

Technical Proposal Evaluation Form 3			Points Obtainable		Company / Other Entity				
					A	B	C	D	E
3	Task Manager		130						
1		Sub-Score							
	General Qualification	115							

	Suitability for the Project								
	-Experience (5yrs) in GBV related programmes, in particular those addressing VAW/VAC; HP and SRHR,	20							
	- developing accountability mechanisms and performance management systems for government institutions that address VAW/VAC/HP and SRHR	20							
	Professional Experience (5) in conducting training and mentorship for government in operationalizing accountability and performance management systems.	45							
	- Knowledge of government institutions and of the region (national and local)	30							
	- Language Qualifications		15						
			130						
3 2	Senior Expert			110					
			Sub-Score						
	General Qualification		95						
	Suitability for the Project								
	5 years' experience in implementing Gender Based related programmes, in particular those addressing VAW/VAC; Gender Budgeting	15							
	3 years' experience in review and/or development of accountability mechanisms and performance management systems for institutions to address gender issues with a focus on VAW/VAG/HP and SRHR issues	15							
	Experience in conducting training and mentorship for government institutions in GBV related areas.	45							
	Experience working with government institutions	20							
	- Language Qualifications		15						
			110						
3	Junior Expert/Support Staff			20					

3									
			Sub-Score						
General Qualification			15						
	Suitability for the Project								
	-Experience in supporting in supporting programmes that address GBV related issues	5							
	- Experience in supporting trainings of government institutions in GBV related areas		10						
	- Language Qualification		5						
			20						
Total Part 3				260					

General Terms and Conditions for Services**1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual

property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or

may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

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

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the

UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its

provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.