



REQUEST FOR PROPOSAL (RFP)

To: Qualified Companies/Firms/Institutions	DATE: September 10 2020
	REFERENCE: - UNDP-RFP-UGA20/013

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Psychosocial Counselling Services**, please be guided by the form attached hereto as Annex 3, in preparing your Proposal.

Proposals may be submitted on or before September 25th 2020 at **17:00 hrs kampala time** to the address below. No submissions will be accepted thereafter.

Technical and Financial proposals must be separately sealed in individual envelopes (marked “Technical Proposal” or “Financial Proposal”, each containing one original copy marked as such, one copy and a digital copy in a CD/USB drive) and both envelopes contained in one larger envelope clearly marked “Psychosocial Counselling Services” and indicating the name of the offer or. Proposals must be hand delivered to the address below:

Email: tenders.kampala@undp.org

Proposals submitted by email must not exceed 35MB and must be password protected.

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

UNDP
Procurement
10th September, 2020

Description of Requirements

Context of the Requirement	<p>BACKGROUND</p> <p>UN Cares, the UN's work place programme on HIV/AIDS is designed to reduce the impact of HIV in the UN workplace by supporting "universal access" to a comprehensive range of benefits for all personnel and their families, known as the UN Cares 10 Minimum Standards. In Uganda, it promotes issues of wellbeing and wellness through fitness, access to quality care (in collaboration with the UN Clinic) and awareness/sensitization while keeping the UN work place environment free of stigma around HIV/AIDS.</p> <p>In recognition of the critical situation under which staff work, the UNCT called for an expanded and more wholistic approach to addressing staff wellness and wellbeing. Premised on the fundamental mandate of UN Cares, through the UN Resident Coordinator, the UN Wellness Committee (inter-agency and responsible to the UNCT), bringing an expanded approach the UN Cares mandate, was established under the leadership of WHO. Others include the Un Cares itself, UN Clinic, UNDSS, RCO, the UN Staff Associations and representation from every UN agency resident in Uganda. The committee's mandate includes:</p> <ol style="list-style-type: none"> 1. Facilitating and overseeing timely staff access to quality care 2. Promote staff Health through advocacy of wellness activities, regular field outreaches for spot checks, Health education, vaccinations etc. <p><u>Overall objective:</u></p> <p>The overall objective of the assignment is to support the UN Clinic in the provision of psychosocial counselling and stress management services to UN staff and their families.</p> <p><u>The specific objectives</u></p> <ol style="list-style-type: none"> 1. Assess clients, utilizing the relevant assessment tools qualified by the World Health Organization and the United Nations Medical Services; 2. Provide individual or couples, group and family counselling services to staff as necessary based upon the recommendations of the United Nations Clinic; 3. Facilitate staff parenting support groups; 4. Recommend personalized treatment plans for necessary staff for WHO and UN Clinic considerations 5. Provide relevant reports, and other progress reports, as needed; 6. Ensure the timely and thorough documentation of cases in line with the WHO and the UN Clinic procedures. This includes maintenance of updated case files for all clients on caseload; 7. Participate, as part of a multi-disciplinary team, in case-conferences, staffing and consultations; 8. Provide outreach counselling sessions for field-based staff as necessary at request of UN Clinic; 9. Provide crisis intervention and follow up support as necessary at request of UN Clinic; 10. Develop creative interventions based on needs presented by clients and approved by WHO and UN Clinic;
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	<p>11. Develop counselling materials and contents in line with the requirements of the United Nations Clinic, and conduct required first line training of trainers for designated staff as recommended by the UN Clinic and WHO;</p> <p>12. Perform any other related duties as assigned from time to time by WHO and the UN Clinic.</p>
Implementing Partner of UNDP	UNCARE
Brief Description of the Required Services	<p>SCOPE OF WORK Expected Outputs and Deliverables</p> <p>As part of a 3 years LTA, in collaboration with WHO and UN Clinic, plan and conduct stress counselling and management outreaches for staff as part of UN Wellness activities and as referred by the UN Doctor.</p> <p>The LTA holder works under the direct supervision of the UN Doctor guided by the terms of the LTA, the TOR and an approved Annual Work Plan (AWP) jointly reviewed by the UN Wellness Group on an annual basis. However, between July and December 2021, based on the UN Clinic outreach activities, the LTA holder shall conduct at least 5 joint staff counselling sessions targeting at least 30 UN staff per session.</p> <p>Expected Outputs:</p> <ol style="list-style-type: none"> 1. Detailed quarterly work plan and monthly updates to the UN Wellness Group; 2. Case assessments and progress reports; 3. Accurate and up-to-date case history records; 4. Reports on a case by case basis.
List and Description of Expected Outputs to be Delivered	<p>Deliverables</p> <ol style="list-style-type: none"> 1. Assess clients, utilizing the relevant assessment tools qualified by the World Health Organization and the United Nations Medical Services; 2. Provide individual or couples, group and family counselling services to staff as necessary based upon the recommendations of the United Nations Clinic; 3. Facilitate staff parenting support groups; 4. Recommend personalized treatment plans for necessary staff for WHO and UN Clinic considerations 5. Provide relevant reports, and other progress reports, as needed; 6. Ensure the timely and thorough documentation of cases in line with the WHO and the UN Clinic procedures. This includes maintenance of updated case files for all clients on caseload; 7. Participate, as part of a multi-disciplinary team, in case-conferences, staffing and consultations; 8. Provide outreach counselling sessions for field-based staff as necessary at request of UN Clinic; 9. Provide crisis intervention and follow up support as necessary at request of UN Clinic; 10. Develop creative interventions based on needs presented by clients and approved by WHO and UN Clinic; 11. Develop counselling materials and contents in line with the requirements of the United Nations Clinic, and conduct required first line training of trainers for designated staff as recommended by the UN Clinic and WHO; 12. Perform any other related duties as assigned from time to time by WHO and the UN Clinic.

	<p>Duration of the Work 3 years</p> <p>Duty Station Kampala with travels to West Nile, Western, Eastern and Northern Uganda</p> <p>Qualifications of the Successful Contractor</p> <p>Profile of the Consultancy Firm</p> <p>The firm must have at least 2 years of experience in professional counseling, psychosocial and therapeutic support to corporate institutions.</p> <p>Profile of the Experts</p> <p>However the above, the institution must maintain professional expert with the following qualifications:</p> <ul style="list-style-type: none"> • Advanced University Degree in Psychology, Social Work, Public Health and other related field. • At least 5 years of professional experience on issues of stress management, violence against children (provision of services for child victims of abuse, case management, or referral). • At least 3 years of documented experience in developing, facilitating/delivering interactive/participatory training sessions in the area of stress management, family and parenting, child abuse, violence against children, including sexual violence, psychosocial and legal counseling, etc. Documented experience in conducting TOT. • Excellent skills in presenting complex technical information in an easily comprehensible way. • Adaptability and flexibility in working within complex and dynamic environment. • Ability to deliver high quality products in a timely manner. • Fluency in English.
Person to Supervise the Work/Performance of the Service Provider	Dr. Simon Emuron UN Clinic Physician
Frequency of Reporting	As per milestone
Progress Reporting Requirements	<ol style="list-style-type: none"> 1. Detailed quarterly work plan and monthly updates to the UN Wellness Group; 2. Case assessments and progress reports; 3. Accurate and up-to-date case history records; 4. Reports on a case by case basis.
Location of work	Kampala
Expected duration of work	3 years LTA, renewable for additional 2 years based on performance and availability of resources
Estimated start date	1 st November 2020

Latest completion date	3 years
Travels Expected	Kampala with travels to West Nile, Western, Eastern and Northern Uganda
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Field related costs
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required. To be included in the technical proposal.
Names and curriculum vitae of individuals who will be involved in completing the services	Required. Technical proposals must identify who in the company shall be taking the roles of Team Leader, Senior Expert etc
Currency of Proposal	Uganda Shillings only
Value Added Tax on Price Proposal	Must be inclusive of VAT where applicable and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	90 Days
Partial Quotes	Not permitted
Payment Terms	<p>100% Upon completion of work</p> <p>Condition for Payment Releases: Within thirty (30) days from the date of meeting the following conditions:</p> <ul style="list-style-type: none"> a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the deliverables; and b) Receipt of original invoice from the Company.
Person(s) to review/inspect/ approve outputs/complete d services and authorize the	Dr. Simon Emuron UN Clinic Physician

disbursement of payment	
Type of Contract to be Signed	Contract for provision of consultancy Services
Criteria for Contract Award	<ul style="list-style-type: none"> - Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%. - Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%) – Maximum 1000 points</u></p> <ul style="list-style-type: none"> • Expertise of Firm / Organization submitting Proposal – 200 points • Proposed Work Plan and Approach – 600 points • Qualification of Key Personnel – 200 points <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	One or two Service Providers based on technical compliance and price
Annexes to this RFP	<ul style="list-style-type: none"> • Detailed Terms of Reference (Annex 2) • Form for Submission of Technical and Financial Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4)
Contact Person for Inquiries (Written inquiries only)	<p>Emails: tenders.kampala@undp.org clarifications will be accepted not later than 20th September, 2020 12:00 noon.</p> <p>Responses to such clarifications will be posted at the UNDP Procurement Notice website: http://procurement.notices.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> <p>This contact persons and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.</p>
Documentation/information needed to ascertain legality of firm	<p>Company Legal Requirements:</p> <ul style="list-style-type: none"> • Valid and certified Certificate of Incorporation as a Company in Uganda or equivalent • Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number) • Tax Clearance Certificate issued by URA or equivalent • Valid Trading License (where applicable) • Recently issued Bank Statement (should be issued for the last 6 months) • Full and accurate physical, postal, telephone and email address of the firm • Articles and Memorandum of Association

Other Information	<p>This RFP is to all qualified companies/organizations meeting the requirements under the “Documentation/information needed to ascertain legality of firm” in the section above.</p> <p>In the case that Joint Ventures, Consortiums or Associations are created the lead entity must be a Ugandan company/organization and meet the requirements stated below.</p>
Joint Venture, Consortium or Association	<p>If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:</p> <ul style="list-style-type: none"> a) Submit another proposal, either in its own capacity; nor b) As a lead entity or a member entity for another joint venture submitting another Proposal. <p>The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.</p>

TECHNICAL EVALUATION CRITERIA

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%	200					
2.	Proposed Work Plan and Approach	50%	600					
3.	Personnel	20%	200					
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	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	160					
		200					

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? and does it correspond to the TOR?	100					

2.2	Have the important aspects of the task been addressed in sufficient detail?	100					
2.3	Is the conceptual framework adopted appropriate for the task?	200					
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	200					
		600					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Task Manager		100					
	Sub-Score							
	General Qualification		20					
	Suitability for the Project							
	- International Professional Experience in the area of specialization	60						
	- Knowledge of the region	20						
			80					
3.2	Senior Expert		100					
	Sub-Score							
	General Qualification		20					
	Suitability for the Project							
	- International Professional Experience in the area of specialization	60						
	- Knowledge of the region	20						
			80					
	Total Part 3		200					

Terms of Reference

TOR: Psychosocial Counselling LTA

Duration of LTA: 3 years, renewable for an additional 2 years

UN Staff Wellness, 2020

Theme: Work Life Balance

Slogan; Peace at Work + Peace at Home = Peace of Mind

1. Background

UN Cares, the UN's work place programme on HIV/AIDS is designed to reduce the impact of HIV in the UN workplace by supporting "universal access" to a comprehensive range of benefits for all personnel and their families, known as the UN Cares 10 Minimum Standards. In Uganda, it promotes issues of wellbeing and wellness through fitness, access to quality care (in collaboration with the UN Clinic) and awareness/sensitization while keeping the UN work place environment free of stigma around HIV/AIDS.

In recognition of the critical situation under which staff work, the UNCT called for an expanded and more holistic approach to addressing staff wellness and wellbeing. Premised on the fundamental mandate of UN Cares, through the UN Resident Coordinator, the UN Wellness Committee (inter-agency and responsible to the UNCT), bringing an expanded approach the UN Cares mandate, was established under the leadership of WHO. Others include the UN Cares itself, UN Clinic, UNDSS, RCO, the UN Staff Associations and representation from every UN agency resident in Uganda. The committee's mandate includes:

3. Facilitating and overseeing timely staff access to quality care
4. Promote staff Health through advocacy of wellness activities, regular field outreaches for spot checks, Health education, vaccinations etc.

2. Rationale

The demands of striking balance between work and life can be a major source of stress in an individual's life, leading to harmful effects on one's health and wellbeing. Everyone experiences stress in life on daily basis, however, excessive amounts of stress have the capacity to cause diminished performance in life, including home, work life and relationships; as well as the physical and psychological well-being of the individual.

There is a notable increased phenomenon in the UN and in other International humanitarian agencies of conflict between work role and family responsibility which has generated increased interest to find appropriate solutions. An employee gets entangled in between and consequently this generates into work stress. Work stress is majorly attributed to conflict within one's work role, work role ambiguity, and job overload and other workplace factors such as employee conflicts. Conversely, family-related stress for example, marital and parental conflict can interfere with work roles, subjecting an individual to excessive stress and mental health challenges.

Moreover, there is growing crisis in the marriage and family institution; characterized by, increasing marital separation and divorce, changing gender dynamics in family life, reduced parental guidance, diminishing roles of the extended family and increasing economic demands, all of which tend to exacerbate adversarial effects on job performance. Feelings of distraught, anger, anxiety, and other related emotions tend to dominate a person's life, affecting their job performance ultimately.

For a longtime, commitment to staff wellbeing and capacity building has been focused more to health and medical care; with limited attention given to the emotional and social wellbeing of staff that are central to individuals' lives, on which their performance rotates.

What does Employee Wellbeing mean?

Employee well-being is simply defined as personal happiness or feeling good and living safely and healthily. This means not allowing work and personal related issue to undermine employees' basic purposes and needs in their lives and by extending the same to their families and loved ones

5. Scope of Work and Key Tasks

Under the **Theme “Work-Life-balance”**, promoting the **Slogan “Peace at Work + Peace at Home = Peace of Mind”**, the comprehensive scope of the consultancy shall include the following major tasks:

13. Assess clients, utilizing the relevant assessment tools qualified by the World Health Organization and the United Nations Medical Services;
14. Provide individual or couples, group and family counselling services to staff as necessary based upon the recommendations of the United Nations Clinic;
15. Facilitate staff parenting support groups;
16. Recommend personalized treatment plans for necessary staff for WHO and UN Clinic considerations
17. Provide relevant reports, and other progress reports, as needed;
18. Ensure the timely and thorough documentation of cases in line with the WHO and the UN Clinic procedures. This includes maintenance of updated case files for all clients on caseload;
19. Participate, as part of a multi-disciplinary team, in case-conferences, staffing and consultations;
20. Provide outreach counselling sessions for field-based staff as necessary at request of UN Clinic;
21. Provide crisis intervention and follow up support as necessary at request of UN Clinic;
22. Develop creative interventions based on needs presented by clients and approved by WHO and UN Clinic;
23. Develop counselling materials and contents in line with the requirements of the United Nations Clinic, and conduct required first line training of trainers for designated staff as recommended by the UN Clinic and WHO;
24. Perform any other related duties as assigned from time to time by WHO and the UN Clinic.

The minimum of expected products of the consultancy are:

5. Detailed quarterly work plan and monthly updates to the UN Wellness Group;
6. Case assessments and progress reports;
7. Accurate and up-to-date case history records;
8. Reports on a case by case basis.

Possible format and sequence of the training of trainers

Below is a suggested format and sequence of the ToT. The consultant to submit a detailed agenda for the ToT with explanation and justification of the various topics included and including:

1. Stress Case Management and Prevention
2. Identification, detection of stress
3. Different types of stress factors
4. Methods of correction (age-sensitive)
5. Family consultations and work with fathers (good parenting)
6. Psychological consultations (preparation of documentation on the psychological situation of the child victim, types of documentation)
7. Medical support/assistance
8. Work with PTSD
9. Legal support

Reporting and supervision: The consultant will report directly to the UN Medical Doctor with supervisory support provided by WHO

Qualification/level requirements

Applicants with the following experience are welcome to apply:

- Advanced University Degree in Psychology, Social Work, Public Health and other related field.
- At least 5 years of professional experience on issues of stress management, violence against children (provision of services for child victims of abuse, case management, or referral).
- At least 3 years of documented experience in developing, facilitating/delivering interactive/participatory training sessions in the area of stress management, family and parenting, child abuse, violence against children, including sexual violence, psychosocial and legal counseling, etc. Documented experience in conducting TOT.
- Excellent skills in presenting complex technical information in an easily comprehensible way.
- Adaptability and flexibility in working within complex and dynamic environment.
- Ability to deliver high quality products in a timely manner.
- Fluency in English.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)*[insert: **Location**].[insert: **Date**]To: [insert: **Name and Address of UNDP focal point**]

Dear Sir/Madam:

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

A. Qualifications of the firm

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *At least three similar publications designed by the firm with customers' reference letters that guarantee the production of such material*
- c) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- d) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- e) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- f) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- g) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
- h) *If Joint Venture/Consortium/Association – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, specifying the roles and responsibilities of each entity and identifying the lead entity.*

B. Proposed Methodology for the Completion of Services

¹This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

- a) A detailed methodology enumerating the approach to the assignment, different steps for undertaking assignment and a detailed plan for implementation of the assignment.*
- b) Design for the proposed catalogue containing 16 pages of text (in English) and images in the layout design + 4 covers.*
- c) Details of editorial set up, design/layout set up and technical man power in the design/publishing firm (This was already in the RFP we can ignore)*

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Communications				

2. Reproduction				
3. Others				
III. Other Related Costs				

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

[Designation]

[Date]

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

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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.