



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM UNDP Georgia 9 Ertistavi Street, 0179, UN House, Tbilisi, Georgia	DATE: September 14, 2020
	REFERENCE: UNDP 1 Project: 00063928 BDP/HIV/AIDS 2012-2013 Global Period : Jan-Oct (2020) Output: 00120354 Europe&Central Asia HIV Health

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the quality assurance in designing an intervention using Behavioural Insights to Address Low Uptake of HIV Testing in Georgia.**

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

Pre-Proposal Conference will be held via Zoom on Friday, 18th of September at 15.00 (Tbilisi time)

Interested proposers may join the conference at:

Georgia: +995322473988,,94720886622# or +995706777954,,94720886622#

Meeting URL: <https://undp.zoom.us/j/94720886622?from=msft>

Meeting ID: 947 2088 6622

Password: 367084

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link:

<https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

password: why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English language, and valid for a minimum period of **90 days**.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. **Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files. NOTE: File Name should contain only Latin characters (no Cyrillic or other alphabets).**

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with

the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Khatuna Sandroshvili, Innovation Specialist
14 September 2020

Description of Requirements

Context of the Requirement	<p>In light of the growing HIV epidemics in the country, with the heterosexual way of transmission on increase, with concentrated epidemics among MSM, there is a risk that epidemic could worsen because of growing number of new cases among key populations, especially MSM, including youth and young key populations (YKPs). Young people, especially young key populations (YKPs), are particularly vulnerable to HIV, due to the lack of access to SRH services, information and stigma /discrimination. The social challenges, such as poverty, high unemployment rate among youth, especially among YKP, including ex-detainees, makes them even more vulnerable and prone to high-risk behaviour, manifested in increased trend of prevalence of STI and HIV, absence of reproductive control, social isolation, violence and etc. Only 11 % of young people aged 15-24 have comprehensive knowledge about HIV prevention, in this age group only 33 % knows place where to get tested for HIV and 60% have discriminatory attitudes towards people living with HIV (MICS 2018)</p>		
Implementing Partner of UNDP	UNDP in partnership with UNFPA		
Brief Description of the Required Services	<p>The overall objective of the assignment is to provide quality assurance in designing a Randomised Control Trial (RCT). The RCT is aimed at identifying ways to overcome barriers for increased HIV testing uptake among youth, including YKP.</p> <p>Behaviourally informed intervention will form an integral component of a comprehensive HIV/AIDS prevention, care and support program which can increase knowledge about the target population behaviour and nudge essential attitude change to reduce stigma and discrimination and increase demand for service uptake.</p>		
List and Description of Expected Outputs to be Delivered	Deliverable(s)	Deadline	
	Written recommendations to verify the suggested scope of the intervention, developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team) based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP as per deliverable table above.	Mid November 2020	
	Final Report reflecting the results of the quality assurance and review of the designed behavioural intervention for	Early December 2020	

	<p>increased HIV testing uptake among YKP based on the step 1 of this assignment, including the evaluation matrix/methodology</p> <p>Confirmation of the Ethical Clearance obtained:</p>	
Person to Supervise the Work/Performance of the Service Provider	The team of consultants will work under the direct supervision of the project implementation team in Georgia represented by UNDP Innovation Specialist and Behavioural Specialist and UNFPA Programme Analyst/HIV	
Frequency of Reporting	<i>Weekly coordination calls and monthly reports</i>	
Progress Reporting Requirements	N/A	
Location of work	<input checked="" type="checkbox"/> At Contractor's Location	
Expected duration of work	Up to 3 months	
Target start date	15 October 2020	
Latest completion date	7 December 2020	
Travels Expected	Not expected;	
Special Security Requirements	N/A	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars Payment to local companies will be made in Georgian Lari according to UN official exchange rate at the date of payment	
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted	

Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Written recommendations to verify the suggested scope of the intervention, developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team) based on the findings of the micro-narratives report; as well as finding from the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP as per deliverable table above.	40%	Mid November 2020	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Final Report reflecting the results of the quality assurance and review of the designed behavioural intervention for increased HIV testing uptake among YKP based on the step 1 of this assignment, including the evaluation matrix/methodology Confirmation of the Ethical Clearance obtained:	60%	Early December 2020	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The team of consultants will work under the direct supervision of the project implementation team in Georgia represented by UNDP Innovation Specialist and Behavioural Specialist and UNFPA Programme Analyst/HIV			
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) where the minimum passing score of technical proposal is 70%. Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5. <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	<u>Technical Proposal (70%)</u> <input type="checkbox"/> Expertise of the Firm 30% <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40% <input type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <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.			

	If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below as annex V), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ¹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Technical Evaluation Form (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<i>Khatuna Sandroshvili</i> <i>Innovation Specialist</i> <i>khatuna.sandroshvili@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	Pre-Proposal Conference will be held via Zoom on Friday, 18th of September at 15.00 (Tbilisi time) Interested proposers may join the conference at: Georgia: <u>+995322473988,,94720886622#</u> or <u>+995706777954,,94720886622#</u> Meeting URL: <u>https://undp.zoom.us/j/94720886622?from=msft</u> Meeting ID: 947 2088 6622 Password: 367084

¹ Where the information is available in the web, a URL for the information may simply be provided.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

1. **Profile** – describing the nature of business, field of expertise, licenses, certifications, accreditations; (minimum requirement)
2. **Business licenses**- Registration Papers, Tax Payment Certification, etc. (minimum requirement)
3. **Latest audited** Financial Statement evidencing financial turnover for the last 3 years, minimum required turnover is USD 100,000 per year, if any and/or – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; (minimum requirement)
4. **Bank letter or an online bank** statement providing detailed bank requisites (name of the account holder, the bank, the bank account ,SWFIT/IBAN) (minimum requirement);
5. **All information regarding** any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded
6. **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.
7. **Track Record** – list of clients for similar services as those required by UNDP for the past 3

² This 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

years at least, indicating description of contract scope, contract duration, contract value, contract references;

- 7.1. At least 2 letters of recommendations** from previous contract from previous contract providers in the quality assurance and design of a Randomised Control Trial (RCT) for policy development and implementation (**minimum requirement**);
- 7.2 Previous experience of obtaining ethics clearance for BI informed interventions from internationally recognized institution – provide a sample of IRB approval from previous projects; (**minimum requirement**)
- 7.3 At least 5 years of proven international experience in Behavioural Science study design and implementation of RCTs and other BI informed interventions for policy and public services evidenced by the list of respective projects/ initiatives implemented (**minimum requirement**)
- 7.4. Experience in applying BI informed interventions for health policy development and implementation at least in 1 project (**minimum requirement**);
- 7.5 Experience of engagement with local partners, data sources, networks in Georgia**
Written confirmation from at least 1 local partner on the existing or past partnerships in similar initiatives (**minimum requirement**);

(See details in Technical Evaluation Criteria (Form1))

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. (See details in Annex 4 - Terms of Reference and Technical Evaluation Criteria (Form 2))

C. Qualifications of Key Personnel

The Service Provider must provide:

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

The Service Provider team should include the following key experts with relevant experience:

Team Leader – Senior Expert:

- 1. Advanced degree in Development Economics, Statistics, Sociology/Psychology, Behavioural Science or other relevant field (**minimum requirement**)
- 2. At least 5 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; evidenced by the list projects implemented; (**minimum requirement**)
- 3. Experience of managing at least 5 projects involving behavioural insights for policy interventions; evidenced by the list projects managed (**minimum requirement**)

4. Experience of engagement in minimum 1 project involving working with people from different social and cultural background evidenced by the list of project(s); **(minimum requirement)**
5. Experience in applying BI informed interventions for health policy development and implementation at least in 1 project engagement evidenced by the list project(s) ; **(minimum requirement)**

Team Member - Expert:

1. Advanced degree in Development Economics, Statistics, Sociology/Psychology, Behavioural Science or other relevant field **(minimum requirement)**
2. At least 3 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; **(minimum requirement)**
3. Experience of conducting at least 3 projects involving behavioural insights for policy interventions **(minimum requirement)**
4. Experience of engagement in minimum 1 project involving working with people from different social and cultural background; **(minimum requirement)**
5. Experience in applying BI informed interventions for health policy development and implementation at least in 1 project engagement evidenced by the list project(s) ; **(minimum requirement)**

(See details in Technical Evaluation Criteria (Form 3))

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Written recommendations to verify the suggested scope of the intervention, developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team) based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP as per detailed outline in the TOR.	40%	
2	Final Report reflecting the results of the quality assurance and review of the designed behavioural intervention for increased HIV testing uptake among YKP based on the step 1 of this assignment, including the evaluation matrix/methodology Confirmation of the Ethical Clearance obtained:	60%	
	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	Daily Rate	Total Period of Engagement	Total Fees
I. Professional Fees			
a. Team Leader			
b. Expert			
II. Ethical Clearance (IRB)			
III. Other (please specify) **			

** UNDP strongly recommends companies to use days as a primary unit of time when providing respective calculations under the Cost Breakdown.*

***Under other related costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other related costs can be subject to UNDP review and approval*

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



GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

- 1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

- 2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
- 2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

- 3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.
- 3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

- 3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.
- 3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
- 3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
- 3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.
- 3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

- 4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
- 4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
- 4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.
- 4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.
- 4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.
- 4.2.1** The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
- 4.2.2** The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
- 4.2.3** The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. **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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

12.3 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.

12.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR

THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. 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:

17.1 The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,

17.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow

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

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1, 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. 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") and Article 34 ("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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

24.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

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

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In

addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

TERMS OF REFERENCES (TOR)

Reference: UNDP 1 Project: 00063928 BDP/HIV/AIDS 2012-2013 Global Period : Jan-Oct (2020)

Output: 00120354 Europe&Central Asia HIV Health

A. Project Title

Using Behavioural Insights to Address Low HIV Testing in Georgia

B. Project Description

1. Background

In light of the growing HIV epidemics in the country, with the heterosexual way of transmission on increase, with concentrated epidemics among MSM, there is a risk that epidemic could worsen because of growing number of new cases among key populations, especially MSM, including youth and young key populations (YKPs).

Young people, especially young key populations (YKPs), are particularly vulnerable to HIV, due to the lack of access to SRH services, information and stigma /discrimination. The social challenges, such as poverty, high unemployment rate among youth, especially among YKP, including ex-detainees, makes them even more vulnerable and prone to high-risk behaviour, manifested in increased trend of prevalence of STI and HIV, absence of reproductive control, social isolation, violence and etc. Only 11 % of young people aged 15-24 have comprehensive knowledge about HIV prevention, in this age group only 33 % knows place where to get tested for HIV and 60% have discriminatory attitudes towards people living with HIV (MICS 2018)

Despite the important positive developments achieved in HIV control, Georgia continues to face a number of serious challenges that need to be addressed through strengthening the health system, the application of patient-centred approaches with appropriate patient support, with adequate funding and strengthened governance. GFAMT is gradually downsizing the support and eventually exiting from the country, which makes maintenance of prevention interventions increasingly challenging.

The changing nature of the multitude of challenges to be addressed calls for diversifying approaches that tackle them, including new ways of research combining quantitative and qualitative parameters, allowing for in-depth analyses of root causes and translating the findings into actionable solutions for behaviour change. **More so that Georgia HIV/AIDS National Strategic Plan (NSP) 2019-2022⁴ proposes to develop and launch effective behaviour change communication and counselling services for all KP's, including YKP's⁵. Improvement of quality of VCT services provided might also contribute to scaling up testing services.**

UNFPA priorities are in line with other partner's efforts by being well positioned to lead the advocacy and provision of technical assistance within the framework of HIV JT relying on the complementary individual capacities from UN Agencies, (UNDP, UNICEF, WHO). The added value of UN is its multi-dimensional approach to the subject and collaborative efforts.

UN in Georgia has remained actively engaged in HIV policy and advocacy initiatives. UN is well-acknowledged to be the major agency promoting Human Rights, access to services, SRHR/GBV with focus on young people and vulnerable populations through partnership and in line with priorities of Government, CSOs and Academia.

2. CONTEXT

⁴ Main directions and activities proposed are fully aligned with strategy, as well as with UNAIDS 90-90-90 Strategy Action plan for the health sector response to HIV in the WHO European Region, Dublin Declaration on Partnership to fight HIV/AIDS in Europe and Central Asia and UN SDG 3.

⁵ <http://eeca.unfpa.org/en/publications/health-rights-and-well-being>

The opportunities for behavioural change in the population under the risk especially young people will be expanded based on the new research and informed service design, resulting in increased uptake of HIV services among youth. For the UNAIDS 90-90-90 Fast Track targets Georgia is well positioned for last two, but is behind for the first 90 target. By the end of 2017 only 53% of estimated PLHIV knew their status, while 75% of them were enrolled in ART and in 81% the VL suppression was achieved, **hence, it is important developing and launching effective Behaviour change communication initiative for increasing the demand and uptake of HIV testing among youth and key population.**

Measuring behaviour change requires pre and post intervention perception studies that have previously been tested in Georgia with regard to GBV within the framework of UNDP-led intervention. This pilot initiative, if successful, will have all the potential for nationwide scale up.

Within the frame of joint innovative initiative UNFPA with UNDP will be exploring key drivers/hindering factors for low uptake of HIV testing through Behavioural Insights (BI) prism. UNFPA and UNDP will jointly work on two main objectives: a) to ensure Stigma-free Healthcare Services for PLHIV, young people, including key populations, and b) to design a Randomized Control Trial (RCT) to identify barriers and ways of overcoming them for increased HIV testing uptake among youth and key populations.

3. Objectives of the Assignment

The overall objective of the assignment is to provide **quality assurance in designing a Randomised Control Trial (RCT). The RCT is aimed at identifying ways to overcome barriers for increased HIV testing uptake among youth, including YKP.**

Behaviourally informed intervention will form an integral component of a comprehensive HIV/AIDS prevention, care and support program which can increase knowledge about the target population behaviour and nudge essential attitude change to reduce stigma and discrimination and increase demand for service uptake.

Based on the findings of the micro-narratives research on the barriers to HIV testing, a perception study among youth and YKP and service providers to feed into the design of the behavioural intervention for identifying key behavioural barriers for low uptake of HIV testing, design an RCT to be implemented with the existing platform of actors (UNFPA and UNDP).

C. Scope of Services and Expected Outputs

1. Methodology

The contracted consultancy company/institution will work in close collaboration with UNDP/UNFPA Project team to provide quality assurance in designing of the behavioural intervention, including RCT according to the methodology developed by the consultancy company on behavioural interventions to ensure coherence in collaboration. The consultancy company/institution must take into account UNDP/UNFPA Monitoring and Evaluation Guidelines and relevant programmatic documents, which will be supplied to the consultant at the beginning of the assignment.

The consulting company's assignment will be divided into two parts:

1. **To verify the suggested scope of the intervention**, developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team)
 - a. Hold discussions with the local partners (UNDP , UNFPA, Tanadgoma, Service Providers, etc) to offer feedback on the project scope. (based on the ongoing work provided by UNDP Project team - UNDP Georgia Behavioural Specialist, Innovation Specialist, , etc)
 - b. To support and guide team in Georgia by reviewing and providing recommendations on the preliminary inputs developed by the local team, including:

- i. Specified model of intervention targeting youth and young key population;
 - ii. Specified service provider channels
 - iii. Specified list of institutions the intervention can build on
 - iv. Outline of service capacity gaps and design alternative solution until long-term technical solution is provided (i.e. longer term training of staff in effective communication, empathy, etc)
 - v. Proposed timeline and delivery model of the intervention by diverse partners and coordination mechanism;
 - vi. Advise on possible technological solutions based on the world-wide similar practices;
2. **To review and provide recommendations** in designing a behavioural intervention for increased HIV testing uptake among YKP based on the step 1 of this assignment, including the evaluation matrix/methodology.
- Focus on supporting local partners in developing and (to the extent possible) implementing a trial plan to test the behavioural intervention.
 - Guide them through completion of a Trial Checklist, which lays out key questions and steps to outlining the intervention, evaluation strategy, and plan for implementation.
 - Review the draft RCT design based developed by the local team and provide recommendations;
 - Review the updated design of the RCT before it is finalised by the local team.
 - Ensure support to the local team to obtain IRB clearance (ethical clearance).
 - Recommend next steps for RCT implementation in the next phase of the project, with concrete strategy for implementing the BCC initiative
 - Deliverables produced will feed into the overall joint initiative implemented by UNFPA/UNDP

2. Expected Outputs and Deliverables:

The contracted company is expected to produce the following deliverables:

Deliverable(s)	Deadline
<p>Written recommendations to verify the suggested scope of the intervention, developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team) based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP,</p> <p><u>Feedback and recommendations on:</u></p> <ul style="list-style-type: none"> - The project scope; - Specified model of intervention targeting targeting youth and young key population; - Specified service provider channels - Specified list of institutions the intervention can build on - Outline of service capacity gaps and design alternative solution until long-term technical solution is provided (i.e. longer term training of staff in effective communication, empathy, etc) - Proposed timeline and delivery model of the intervention by diverse partners and coordination mechanism; - Advise on possible technological solutions based on the world-wide similar practices; 	<p>Mid November 2020</p>
<p>Final Report reflecting the results of the quality assurance and review of the designed behavioural intervention for increased HIV testing uptake among</p>	<p>Early December 2020</p>

young people and key population, including young key population, based on the step 1 of this assignment, including the evaluation matrix/methodology

Confirmation of the Ethical Clearance obtained:

D. Institutional Arrangement

The team of consultants will work under the direct supervision of the project implementation team in Georgia represented by UNDP Innovation Specialist and Behavioural Specialist and UNFPA Programme Analyst/HIV, and in close collaboration of the UNDP Local Behavioural Expert.

E. Duration of Work

Duration of consultancy service is expected to start in early August- early December 2020.

F. Location of Work

Activities will be performed in Georgia as well as in the home country of the contracted company.

G. Performance Evaluation

Contractor's performance will be evaluated against timeliness, performance initiatives and innovation, communication, overall quality of the delivered products.

H. Financial Arrangements

Payments will be disbursed in two instalments, upon submission and approval of deliverables mentioned in the Section "Key expected deliverables" and certification by UNDP and UNFPA that the services have been satisfactorily performed. Financial payments will be made after received of good delivery.

Outputs	Percentage	Timing	Condition for Payment Release
Written recommendations to verify the suggested scope of the intervention , developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team) based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP as per deliverable table above.	40%	Mid November 2020	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Final Report reflecting the results of the quality assurance and review of the designed behavioural intervention for increased HIV testing uptake among young people and key population, including young key population based on the step 1 of this assignment, including the evaluation matrix/methodology	60%	Early December 2020	
Confirmation of the Ethical Clearance obtained:			

SCHEDULE OF PAYMENTS:

	Deliverables	Percentage of Total Price (<i>Weight for payment</i>)	Price (<i>Lump Sum, All Inclusive</i>)
1	Written recommendations to verify the suggested scope of the intervention , developed by the Georgia local team (involving UNDP Local Behavioural Expert and UNFPA/UNDP joint team) based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP as per deliverable table above.	40%	
2	Final Report reflecting the results of the quality assurance and review of the designed behavioural intervention for increased HIV testing uptake among young people and key population, including young key population based on the step 1 of this assignment, including the evaluation matrix/methodology Confirmation of the Ethical Clearance obtained:	60%	
	Total	100%	

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Qualifications of the Service Provider	30%	300
2.	Methodology and Process, its Appropriateness to the Condition and Timeliness of the Implementation Schedule	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

Technical Proposal Evaluation			Points obtainable
Form 1			
	Financial and organisational stability		100
1.1	Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (minimum requirement)	20	
1.2	Business licenses - Registration Papers, Tax Payment Certification, etc.(minimum requirement)	20	
1.3	Latest audited Financial Statement, if any and/or – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; evidencing the annual turnover of the organization for last 3 years more than USD 100,000.00 per year (minimum requirement)	10	
	Latest audited Financial Statement, if any and/or – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; evidencing the annual turnover of the organization for last 3 years more than USD 100,000.00 per year (5 point for every additional \$10,000.00, but no more than 20 points)	30	
1.4	Bank letter or an online bank statement providing detailed bank requisites (name of the account holder, the bank, the bank account, SWIFT/IBAN) (minimum requirement)	10	
1.5	All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. (minimum requirement)	10	
1.6	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. (minimum requirement)	10	
	Reputation of the Organization/Track Record		50
1.7	Track Record – list of clients for similar services as those required by UNDP for the past 3 years at least, indicating description of contract scope, contract duration, contract value, contract references; (minimum requirement)	20	
1.7.1	At least 2 letters of recommendations from previous contract providers in the quality assurance and the design of a Randomised Control Trial (RCT) for policy development and implementation (minimum requirement);	10	
1.7.2	More than 2 letters of recommendations from previous contract providers in the quality assurance and the design of a Randomised Control Trial (RCT) for policy development and implementation (5 point for every additional recommendation but no more than 10 points)	30	
	Previous experience of obtaining ethics clearance		20

1.7.2	Previous experience of obtaining ethics clearance for conducting a BI informed interventions from internationally recognized institution. Provide a copy of IRB approval from the previous projects as a sample; (minimum requirement)	20	
	Relevance of Specialized Knowledge		85
1.7.3	At least 5 years of proven international experience in Behavioural Science study, design and implementation of RCTs and other BI informed interventions for policy and public services evidenced by the list of respective projects/ initiatives implemented (minimum requirement) ;	40	
1.7.4	Experience in applying BI informed interventions for health policy development and implementation at least in 1 project (minimum requirement) ;	20	
	Experience in applying BI informed interventions for health policy development and implementation more than in 1 project ; evidenced by the list of projects/initiatives implemented; (5 point for every additional recommendation but no more than 25 points)	45	
	Experience of engagement with local partners, data sources, networks in Georgia		45
1.7.5	Written confirmation from at least 1 local partner on the existing or past partnerships in similar initiatives (minimum requirement) .	20	
	Written confirmation from more than 1 local partner on the existing or past partnerships in similar initiatives (5 points for every additional partnership but no more than 25 points)	45	
	Total for the Expertise of Firm / Organization		300

Technical Proposal Evaluation Form 2		Sub-score	Points Obtainable
Proposed Methodology, Approach and Implementation Schedule			
2.1	To what degree does the Proposer understand the task?		60
	Full understanding of the task (minimum requirement)	50	
	Exceptional understanding of the task	60	
2.2	Is the methodological framework proposed appropriate for the task?		90
	Methodological framework is relevant to the task; (minimum requirement)	30	
	Methodological framework is explained in detail; (minimum requirement)	30	
	Quality Assurance mechanisms are described in detail (minimum requirement)	30	
2.3	Is the scope of task well defined and does it correspond to the TOR?		125
	The scope of proposed activities is described and corresponds to TOR	70	
	The scope of the activities is described, corresponds to TOR and provides detailed indicative outline of collaborative exercises, such as agenda, proposed composition of the participants, expected results;	125	
2.4	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		125
	Clear proposal with good logical and realistic planning (minimum requirement)	70	
	Very well defined proposal with sound, logical and realistic planning	125	
	Total of Methodology, Approach and Implementation Schedule		400

Technical Proposal Evaluation Form 3		Sub-Score	Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader		150
	General Qualification		
3.1.1	Advanced degree in Development Economics, Statistics, Sociology/Psychology, Behavioural Science or another relevant field (minimum requirement)	20	
3.1.2	At least 5 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; evidenced by the list projects implemented; (minimum requirement)	20	
	More than 5 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; evidenced by the list projects implemented(5 point for every additional year, but no more than 25 points)	45	
3.1.3	Experience of managing at least 5 projects involving behavioural insights for policy interventions; evidenced by the list projects managed (minimum requirement)	25	
3.1.4	Experience of engagement in minimum 1 project involving working with people from different social and cultural background; evidenced by the list of project (s) (minimum requirement)	20	
3.1.5	Experience in applying BI informed interventions for health policy development and implementation at least in 1 project engagement evidenced by the list project(s) ; (minimum requirement)	20	
	Experience in applying BI informed interventions for health policy development and implementation in more than 1 project; engagement evidenced by the list project(s) ; (5 point for every additional year, but no more than 20 points)	40	
3.2	Team Member		
	General Qualification		150
3.2.1	Advanced degree in Development Economics, Statistics, Sociology/Psychology, Behavioural Science or other relevant field (minimum requirement)	20	
3.2.2	At least 3 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; evidenced by the list projects (minimum requirement)	20	

	More than 3 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; evidenced by the list projects; (5 point for every additional year, but no more than 25 points)	45	
3.2.3	Experience of conducting at least 3 projects involving behavioural insights for policy interventions evidenced by the list of projects (minimum requirement)	25	
3.2.4	Experience of engagement in minimum 1 project involving working with people from different social and cultural background; evidenced by the list of project (s) (minimum requirement)	20	
3.2.5	Experience in applying BI informed interventions for health policy development and implementation at least in 1 project engagement; (minimum requirement)	20	
	Experience in applying BI informed interventions for health policy development and implementation in more than 1 project; engagement evidenced by the list project(s); (5 point for every additional year, but no more than 20 points)	40	
	Total for the Management Structure and Key Personnel		300