REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM

DATE: January 28, 2015

REFERENCE: SP3/RFP/2015/1

Dear Sir / Madam:

We kindly request you to submit your Proposal for “Hiring of NGOs for providing services for drug related HIV prevention, treatment and care to Afghan refugees in Kot Chandna, Mianwali refugee camps.”

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

Proposals may be submitted on or before 16 February 2015 via courier mail only to the address below:

Only technical proposals should be submitted in sealed envelopes. The technical proposal should not contain any pricing information whatsoever on the services offered. Please mention the name of applying NGO and the location you are applying for on the envelope. Only those organizations will be contacted for financial proposal who get 70% points in the technical proposal.

United Nations Office on Drugs and Crime
Plot 5-11, Diplomatic Enclave-II, G-4, Islamabad 44000, Pakistan
Mr. Abdul Rauf Babar, Procurement Officer
Phone: 051-2601461/62 Ext: 123, Fax: 051-2601461, E-mail: procurement.pk@unodc.org

Please use the attached format to write the technical proposal and attach annexures as required. The applicant NGO should be based in or should have an office in the city it is applying for. Attach the NGO registration certificate with the Government. The selected NGO will be required to submit an NOC/permission from Ministry of States and Frontier Regions (SAFRON), contract will only be awarded upon providing the SAFRON NOC.

Eligibility Criteria:
1. Five years since registration with the Government.
2. Submit registration certificate with the Government.
3. Provide proof of presence of the applicant NGO in the city it is applying for in this RFP.
4. Audit reports for the last two years should be submitted.
5. Proposals should be submitted by single NGO. Joint proposals (of more than one NGO) will not be considered.
Please submit two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be duly signed. The NGO should be based in or should have an office in the city it is applying for. Submit proof of presence of the applicant NGO in the city it is applying for in this RFP. Please submit the NGO registration certificate with the Government and audit reports for the last two years.

Proposal must be expressed in the **English**, and valid for a minimum period of **120 Days**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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,

[name of authorized staff]
[designation]
[date].
Annex 1

Description of Requirements

| Context of the Requirement | The primary goal of this project is to provide services for drug-related HIV prevention, treatment, and care to Afghan refugees in Kot Chandna, Mianwali refugee camps. The services include the establishment of drop-in-centre, outreach services, awareness raising activities on drug-related HIV prevention, syringe exchange services, voluntary and confidential counseling and testing, basic health care, STIs prevention education and syndromic management, condoms, education on safe practices, referral for advanced medical care, referral for drug abuse treatment, referral of HIV positive to care and support services. |
| Implementing Partner of UNDP | The hired NGO will be responsible for the provision of services for drug-related HIV prevention, treatment, and care to the Afghan refugees in the refugee camps and surrounding areas. |
| Brief Description of the Required Services | The hired NGO will be responsible for the provision of services for drug-related HIV prevention, treatment, and care to the Afghan refugees in the refugee camps and surrounding areas. |
| List and Description of Expected Outputs to be Delivered | A. Scope of work and expected outputs

1. Geographical Area
   1. Kot Chandna refugees camp, Mianwali

2. Target Group
   The target for each site is as follows:
   - The NGO has to deliver services to Afghan refugee injecting and non-injecting drug users in the refugee camps at the site
   - At least 1,650 (60+30+1200+60+300)* Afghan refugee drug users will access services by completion of the agreement.
   - 60 drug users will be tested for HIV, Hepatitis B/C
   - 30 drug users will be provided drug treatment each site
   - Primary health care will be provided to at least 1200 drug users

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1 A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.
3. **Staff (each site)**
   - Project Manager - one
   - Doctor – one
   - Psychologist – one
   - Outreach Workers - two
   - Driver/Social Mobilizer - one
   - Guard – one

4. **Provision of services**
   A Drop in Centre and outreach services for provision of comprehensive drug related HIV prevention services to Afghan refugee injecting/ non-injecting drug users.
   - Basic health care services
   - Counselling for HIV and psychosocial support
   - STI prevention, diagnosis and syndrome management
   - Condom provision
   - Sterile injecting equipment
   - VCCT services will be provided
   - Referral of HIV positive cases for care and support
   - Referral for CD4 counts and ARTs
   - Referral of clients for advanced medical services and for Hepatitis B and C treatment and care
   - Referral of five Afghan refugees injecting/non-injecting drug users for detoxification/ month/site
   - Follow-up with Afghan refugees injecting/ non-injecting drug users and their families to ensure care and support to the client suffering from HIV, Hepatitis B & C and those in recovery
   - Awareness raising in the community to address the stigma and discrimination directed at Afghan refugees injecting/ non-injecting drug users with drug abuse problems, and those suffering from HIV and other blood borne diseases.

5. **Drug abuse & HIV Prevention (Drugs and HIV awareness activities)**
   - Twelve drug and HIV awareness programmes will be carried out in schools (boys & girls)/community (men & women)
   - Three hundred T-shirts with drug and HIV prevention messages will be made and distributed among youth (boys & girls);
Four hundred brochures & two hundred posters of drug and HIV prevention will be developed and distributed in refugees camp.

**Establishment of treatment data collection & reporting system**

- The implementing organizations will maintain the registration database of Afghan refugees injecting/ non-injecting drug users who receive services at their site.
- Standard reporting systems/formats should be maintained especially with respect to qualitative data to be congruent with internationally accepted definitions.

**NGO contribution**

- The implementing organizations will establish linkages with public sector facilities for referrals.
- The implementing organizations will support community networks and group meetings.
- Community support networks and group meetings.
- Vehicles/ mobile unit will be arranged by the NGO.
- Provide support staff.

**Reporting Criteria**

- The NGO will also provide monthly progress report to UNODC, the Narcotics Control Division and Provincial HIV/AIDS Control Programme.

<table>
<thead>
<tr>
<th>Person to Supervise the Work/Performance of the Service Provider</th>
<th>Programme Officer, UNODC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of Reporting</td>
<td>Monthly basis</td>
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<tr>
<td>Progress Reporting Requirements</td>
<td></td>
</tr>
<tr>
<td>Location of work</td>
<td>☒ Exact Address/es Kot Chandna, Mianwali</td>
</tr>
<tr>
<td>Expected duration of work</td>
<td>Initially Six months. Upon successful completion of the project and satisfactory report and subject to the availability of funds, the duration may be extended.</td>
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<tr>
<td>Target start date</td>
<td>Tentative dates 1st March - 31 August 2015</td>
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<td>Latest completion date</td>
<td></td>
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<tr>
<td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td>
<td>☒ Required</td>
</tr>
<tr>
<td>Names and curriculum vitae of individuals who will be involved in completing the services</td>
<td>☒ Required</td>
</tr>
<tr>
<td>Currency of Proposal</td>
<td>☒ Local Currency. (Pak Rupees)</td>
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<tr>
<td>Value Added Tax on Price Proposal</td>
<td>☒ Local Currency. (Pak Rupees)</td>
</tr>
<tr>
<td>Validity Period of Proposals (Counting for the last day of submission of quotes)</td>
<td>☒ 120 days</td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Partial Quotes</td>
<td>Not permitted</td>
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<tr>
<td>Payment Terms</td>
<td></td>
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<tr>
<td>Outputs</td>
<td>Percentage</td>
</tr>
<tr>
<td>Signing of Contract</td>
<td>20%</td>
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<tr>
<td>40% of target achieved &amp; services provided for drugs and HIV provided including</td>
<td>30%</td>
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2 VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

3 UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.
<table>
<thead>
<tr>
<th>Description</th>
<th>Progress</th>
<th>Date</th>
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<tbody>
<tr>
<td>testing, drug treatment, VCCT and primary health care</td>
<td>80%</td>
<td>July 2015</td>
</tr>
<tr>
<td>80% of target achieved &amp; services provided for drugs and HIV provided</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>including testing, drug treatment, VCCT and primary health care</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Completion of all activities and acceptance of final report</td>
<td>20%</td>
<td>August 2015</td>
</tr>
<tr>
<td>Person(s) to review/inspect/approve outputs/completed services and</td>
<td>HIV Advisor, Project Officer, UNODC</td>
<td></td>
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<tr>
<td>authorize the disbursement of payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Contract to be Signed</td>
<td>☑️ Contract for Professional Services</td>
<td></td>
</tr>
<tr>
<td>□ Long-Term Agreement (if LTA will be signed, specify the document that</td>
<td>□ Other Type of Contract [pls. specify]</td>
<td></td>
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<tr>
<td>will trigger the call-off. E.g., PO, etc.)</td>
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</tbody>
</table>
Criteria for Contract Award

- □ Lowest Price Quote among technically responsive offers
- □ X Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
- □ X Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.

- The selected NGO will be required to submit an NOC/permission from Ministry of States and Frontier Regions (SAFRON). Contract will only be awarded upon submission of the SAFRON NOC.
- NGO registration certificate with the Government should also be submitted.

Criteria for the Assessment of Proposal

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm / Organisation submitting Proposal</td>
<td>20%</td>
<td>200</td>
<td>A B C D E</td>
</tr>
<tr>
<td>2. Proposed Work Plan and Approach</td>
<td>40%</td>
<td>400</td>
<td></td>
</tr>
<tr>
<td>3. Personnel/ Technical staff</td>
<td>10%</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>700</strong></td>
<td></td>
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</tbody>
</table>

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 / Organisation 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.

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form 1</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
</tbody>
</table>

Expertise of firm / organisation submitting proposal

<table>
<thead>
<tr>
<th>Sub Score</th>
<th>Relevance of:</th>
<th>1.1</th>
<th>Reputations of Organisation and Staff (Compeence / Reliability) 5 Years of establishment of the organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.2</th>
<th>General Organisational Capability which is likely to affect implementation (i.e. strength of project management support e.g. project financing capacity and project management controls) one year audit Report to be submitted</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>25</td>
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</table>

<table>
<thead>
<tr>
<th>1.3</th>
<th>Quality assurance procedures, warranty Organization should have HR Policy, Financial Policy, Hologram, Workplace policy, Gender Policy</th>
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<tbody>
<tr>
<td></td>
<td>25</td>
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</table>

<table>
<thead>
<tr>
<th>1.4</th>
<th>Relevance of: Specialised Knowledge, 3-5 years of working with drug related HIV prevention, 2 years working with refugees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>100</td>
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</tbody>
</table>


<table>
<thead>
<tr>
<th>Proposed Work Plan and Approach</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 To what degree does the Offeror understand the task?</td>
<td>50</td>
</tr>
<tr>
<td>2.2 Have the important aspects of the task been addressed in sufficient detail?</td>
<td>100</td>
</tr>
<tr>
<td>2.3 Are the different components of the project adequately weighted relative to one another?</td>
<td>50</td>
</tr>
<tr>
<td>2.4 Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?</td>
<td>30</td>
</tr>
<tr>
<td>2.5 Is the conceptual framework adopted appropriate for the task?</td>
<td>30</td>
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<tr>
<td></td>
<td>Question</td>
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<tr>
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<td>--------------------------------------------------------------------------</td>
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<tr>
<td>2.6</td>
<td>Is the scope of task well defined and does it correspond to the TOR?</td>
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<tr>
<td>2.7</td>
<td>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?</td>
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</tbody>
</table>

Total: 400

**Technical Proposal Evaluation Form 3**

<table>
<thead>
<tr>
<th>Personnel/Technical staff</th>
<th>Company / Other Entity</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<tr>
<td><strong>3.1</strong></td>
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<tr>
<td>Personnel/ Technical staff, Team Leader should hold preferable Doctor Degree or equivalent to Masters with drug related HIV prevention managerial experience of atleast 5 years Organization should have qualified Physiologists, doctors, outreach workers, data entry operators</td>
<td>25</td>
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<tr>
<td>- 5 years of National Experience</td>
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<td>20</td>
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<tr>
<td>-1 year of Training Experience in drug related HIV prevention</td>
<td></td>
<td>10</td>
<td></td>
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<tr>
<td>-3 years of Professional Experience in the area of specialisation</td>
<td></td>
<td>25</td>
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<tr>
<td>- Knowledge of the region</td>
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<td>10</td>
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<tr>
<td>- Language Qualifications Knowledge of English and Urdu is required and local languages is an advantage</td>
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<td>10</td>
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<tr>
<td>Total</td>
<td></td>
<td>100</td>
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<tr>
<td><strong>Financial Proposal (30%)</strong></td>
<td>To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP/UNODC.</td>
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</tbody>
</table>
| **UNDP will award the contract to:** | ☐ X One or more Service Providers, depending on the following factors:  
- Acceptance of proposal  
- Physical presence in the site |
| **Annexes to this RFP⁵** | ☐ Form for Submission of Proposal (Annex 2)  
☐ General Terms and Conditions / Special Conditions (Annex 3)⁶  
☐ Detailed TOR [optional if this form has been accomplished comprehensively]  
☐ Others⁷ [pls. specify] |
| **Contact Person for Inquiries (Written inquiries only)⁸** | Mr. Abdul Rauf Babar  
*Fax: 051-2601469*  
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 [pls. specify]** | |

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⁵ Where the information is available in the web, a URL for the information may simply be provided.  
⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.  
⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.  
⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

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

[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:

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

B. Proposed Methodology for the Completion of Services

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9 This serves as a guide to the Service Provider in preparing the Proposal.
10 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.

### C. Qualifications of Key Personnel

If 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*

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Kot Chandna, Mianwali</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches*

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

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Personnel Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Doctor</td>
<td></td>
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<tr>
<td>Psychologist</td>
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<tr>
<td>Outreach workers</td>
<td></td>
<td></td>
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<tr>
<td>Driver cum social mobilizer</td>
<td></td>
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<tr>
<td><strong>II. Out of Pocket Expenses</strong></td>
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</tr>
<tr>
<td>1. Travel Costs</td>
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<tr>
<td>2. Daily Allowance</td>
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<tr>
<td>3. Communications</td>
<td></td>
<td></td>
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<tr>
<td>4. Reproduction</td>
<td></td>
<td></td>
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(This format can be expanded to any number of pages you desire to write the proposal)

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<th>5. Equipment Lease</th>
<th>6. Others</th>
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**III. Other Related Costs**

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

[Designation]

[Date]

---

**FORMAT**

**TECHNICAL PROPOSAL**

1. **EXPERTISE OF THE ORGANIZATION**

1.1 Year of establishment of the organization (registration with the Government).

Staff of the organization (Attach CVs of some of the key NGO staff members).

Describe briefly few major projects implemented by the organization and financial donors of these projects.

1.2 General organizational capacity ie: strength of the project management support

Eg. Finance and project management capacity/staff (their qualifications/experience etc.).

Submit the latest one year audit report.

1.3 Does the organization have Human Resource policy, Financial policy, Workplace policy, Gender policy (attach copies).
1.4
Describe the experience working in drug use and HIV prevention.
Describe the experience working on drug related HIV prevention.
Describe experience working on drug related HIV prevention in refugees.

Is the organization physically present in the geographical area of the proposed project site? Any office/project in the same area? Please provide address/contact information of the office/project.

Describe the experience working with national/multinational organizations or multilateral/bilateral programmes.

2. PROPOSED WORKPLAN AND APPROACH
2.1
Background Information/Problem statement (Pl. provide relevant data/survey results and source of data on target group in the proposed location).

2.2
Detailed methodology. (Please describe the detailed methodology. Also clearly describe the approach, activities and sequence of events).

2.3
Conceptual framework.

Logical Framework.

Workplan.

(Attach annexure as required)

3. PERSONNEL/TECHNICAL STAFF
3.1
Personnel/technical staff (mention the proposed staff with their positions and attach the CVs of the proposed staff).
Annex 3

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles,
boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen’s compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the UNDP;
8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
11.3 At the request of the UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

13.2.1 any other party with the Discloser’s prior written consent; and,

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

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
13.2.2.2 any entity over which the Party exercises effective managerial control; or,  
13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to 
and without any waiver of the privileges and immunities of the United Nations, the Contractor will 
give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow 
the UNDP to have a reasonable opportunity to take protective measures or such other action as 
may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, 
resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient 
from a third party without restriction, is disclosed by the Discloser to a third party without any 
obligation of confidentiality, is previously known by the Recipient, or at any time is developed by 
the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the 
Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall 
remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force 
majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such 
ocurrence 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 
derunder 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.