



REQUEST FOR PROPOSAL (RFP)

TO: Interested Organizations/Firms	Date: 12 August 2009
	REFERENCE: RFP/UNDP/PRU/020/2009 Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria

Dear Sir/Madam

UNDP Indonesia's mission is to be an agent for change in the human and social development of Indonesia. We aim to be a bridge between Indonesia and all donors as well as a trusted partner to all stakeholders. We work in four key areas of development: Governance Reforms, Pro-Poor Policy Reforms, Conflict Prevention and Recovery, and Environment Management, with the overarching aim of reducing poverty in Indonesia. Besides the four priority areas, UNDP Indonesia is also engaged in a variety of crosscutting initiatives focused on HIV/AIDS, gender equality, and information and technology for development.

1. We hereby solicit your proposal for provision of services for “**Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria**”, as per the enclosed Terms of Reference (TOR – Annex IV).
2. To enable you to submit a proposal, attached are:

General information:

- Memo to Bidders (Annex I)
- Instructions to Bidders (Annex II)
- General Conditions of Contract (Annex III)
- Terms of Reference (TOR) (Annex IV)
- Advance Security Form (Annex V)

Forms and Formats:

- RFP Acknowledgement Form (Attachment I)
- Technical Proposal Format (Attachment II)
- Price Schedule Format (Attachment III)
- Vendor's Registration Form (Attachment IV)

3. If you request additional information, please send it to address/e-mail below **in writing**:

Contact Person: Karla Dalimunthe
Address: UNDP, Menara Thamrin, 8th Floor,
Jl. M.H. Thamrin Kav 3, Jakarta 10250
Telephone: 021-314 1308 ext: 835
Fax: 021-314 5251
E-Mail: karla.dalimunthe@undp.org and cc: to
bakhtiyor.khamraev@undp.org

If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal

4. Submission of Offers

Your offer comprising a technical proposal and financial proposal, **in separate sealed envelopes**, should reach the address below via courier/hand delivery **on or before Thursday, 27 August 2009 [Jakarta Local Time]**. Late offers shall be rejected. Please mark each envelope with the RFP number and project name, and send it to:

Address: UNDP, Menara Thamrin, 8th Floor
Jl. M.H. Thamrin Kav 3
Jakarta 10250
Attention: Procurement Unit

- marked with –
"RFP/UNDP/PRU/020/2009 - Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria"

LATE OFFERS WILL BE REJECTED.

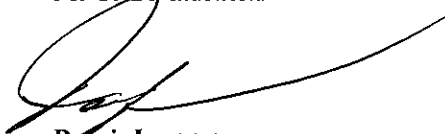
To facilitate the submission of both Technical and Financial proposals, **the submission duly stamped and signed can be done electronically in PDF format and sent to bids.id@undp.org**. Technical and Financial proposals should be sent as **separate** PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected. Proposals sent by fax will not be accepted.

To secure your financial offer please set-up a **password**, which will be used at a later stage once the evaluation of the technical proposal is complete. The Companies who achieve the minimum score will be requested to provide passwords.

Please be aware that bids or proposals emailed to UNDP will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline. Bidders can send as many emails as needed however, the size of each email should be less than 4 MB.

- If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Any queries should be submitted in writing to the contact person noted in point 3 above.
- Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment, including through provision of supplementary information.

Sincerely,
For UNDP Indonesia



Dennis Lazarus
Deputy Resident Representative/
Operations

ANNEX I

MEMO TO BIDDERS

EXAMPLES OF BID REJECTION

Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Request for Proposals contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why proposals are rejected by UNDP. Bidders are urged to read this before submission and to check their proposal conforms to each of these points and the instructions as noted in the bidding documents.

- The proposal is handed in after the deadline for submission, either by hand or electronically. Note that there is a time gap for email submission and emailed proposals sent just before the deadline may arrive after the deadline and be rejected
- Proposals not submitted to correct physical or electronic address. Note that the address for proposal submission is different to the address for bid questions
- In a request for proposals, technical and financial information is contained in one envelope
- The proposal not signed as per the instructions in the RFP
- Not all sufficient documents have been provided
- Documents provided are not in English. Documents such as the registration of the organisation or financial information about the organisation may be submitted in Bahasa Indonesia but it is necessary that there be translations of the documents attached as well
- Documents provided do not directly address each point of the evaluation criteria.
- Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR
- Proposals do not offer goods or services which have been specifically requested by UNDP in the Terms of Reference
- Failure to enclose the signed acknowledgement letter
- The bidder failed to consult the UNDP website five (5) days before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal
- The bidder failed to read the minutes of the bidders conference and to include the relevant points in their proposal

The above examples illustrate some errors which may be made by bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

ANNEX II
INSTRUCTIONS TO BIDDERS

Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria

RFP/UNDP/PRU/020/2009

A. INTRODUCTION

1. General

Purpose of RFP: This document provides information on how to prepare proposals and apply for required services for the “Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria”.

2. Cost of proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal, UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

3. Contents of solicitation documents

Bids must be in lots or for the whole requirement. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives seven (7) days prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be posted on the UNDP Indonesia procurement website www.undp.or.id/procurement.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.

Prospective bidders are therefore advised to regularly check the UNDP Indonesia website www.undp.or.id/procurement for amendments.

All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

6. Language of the proposal

The Proposals prepared by the Bidder and all correspondence and documents relating to the Proposal exchanged by the Bidder and UNDP shall be written in the English language. Any printed literature

furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- RFP Acknowledgement Form (Attachment I)
- Technical Proposal, completed in accordance with Attachment II,
- Price Schedule, completed in accordance with Attachment III; and
- Vendor's Registration Form (Attachment IV)

8. Technical Proposal Format

The Bidder shall structure the technical part of its Proposal according to the format in Attachment II to this RFP. The Technical Proposal will be evaluated against the criteria detailed in Clause 21 of this Instruction assisted by the following information:

(a) **Capacity and Experience of Organization / Firm**

This section should describe the organizational unit(s) that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. This section should also provide orientation to the organisation/firm including the year and state/country of incorporation and a brief description of the Bidder's present activities (focusing on services related to the Proposal). The Bidder should describe its experience in similar projects.

(b) **Proposed Approach**

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

(c) **Personnel**

CVs for key personnel should be attached.

The technical proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information that the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Price Schedule

The Bidder shall include an appropriate Price Schedule, an example of which is contained in these Solicitation Documents (Attachment III), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US Dollars or Indonesian Rupiah. The currency should be specified.

11. Period of validity of proposals

Proposals shall remain valid for **one hundred twenty (120) days** after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Bidder shall prepare **2 (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 signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by a written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

Payments will be made directly by UNDP to the selected Firm after acceptance of the invoices submitted by the Firm, based on benchmarks and agreed deliverables in the contract and technical/price proposal submitted by the organization.

D. SUBMISSION OF PROPOSALS

14. Sealing and marking of proposals

The Bidder shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –
UNDP, Menara Thamrin, 8th Floor
Jl. M.H. Thamrin Kav 3
Jakarta 10250
Attention: Procurement Unit (Karla Dalimunthe)
- marked with –

RFP No.	: RFP /UNDP/PRU/020/2009
Subject	: “Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria”

(b) Both inner envelopes shall indicate the name and address of the proposer, and clearly marked:

- “**Technical Proposal**” and shall contain the documents with the information stipulated in paragraph 8 above. The technical proposal shall not contain any pricing information.
- “**Financial Proposal**” and shall contain the total fixed-price quotation with the information stipulated in paragraph 9 above.

If the two inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by UNDP at the address specified in Para 4 of the cover letter.

UNDP may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents, in which case all rights and obligations of UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by UNDP after the deadline for submission of proposals, will be rejected.

17. Modification and withdrawal of Proposals

The Bidder may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline prescribed for submission of Proposals.

The Bidder’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.
No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

E. OPENING AND EVALUATION OF PROPOSALS

18. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the Head of the UNDP Procurement Unit.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. UNDP's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only proposal which reach a minimum 70 points (70% x 100 technical evaluation score) will be reviewed for price.

Technical Evaluation

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Bidders may additionally be requested to provide a presentation to UNDP on the proposed services.

Technical Evaluation Criteria

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	General Organisational Capability which is likely to affect implementation: - Is the proposed project management approach and Project Management Unit structure in line with the ToR and effective for carrying out the scope of work. - A proven record of good financial management which seen from the Bidder's Financial Statement/Balance sheet and international donor-funded with similar projects	3					
		2					

1.2	Extent to which any work would be subcontracted. If yes, is the selection process for the sub-contractor efficient and will it result in effective and timely implementation of the specific activity	5					
1.3	Reputation/credibility of Organisation and Staff (Competence / Reliability) and whether the organisation have a history that could be harmful to the project (Litigation and Arbitration History), e.g. involved with corruption case or terrorist organization as well as convicted of other wrongdoings.	5					
1.4	Quality assurance procedures, warranty	5					
1.5	Relevance of: - Experience in Management Issues: Financial, M&E, Procurement and Logistics - Experience on Similar Programme / Projects - Experience on Projects related to GFATM - Work for UNDP/ major multilateral/ or bilateral programmes	10					
Total Part 1		30					
Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Is the methodology and approach in line with the requirements of the TOR?	10					
2.2	How clear is the Bidders' Reporting plan? Does the Bidder understand UNDP's reporting requirements (as stated in the Terms of Reference)?	10					
2.3	Does the approach utilize research software and other tools to obtain fast and easy to comprehend data analysis?	10					
Total Part 2		30					
Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	Senior Experts (2 or more)						
	Sub-Score	20					
	General Qualification						
	Suitability for the Project						
	- Experience working in international projects	2					
	- Training Experience in research methods	4					

	- Professional Experience in facilitation of participatory rapid assessment		8						
	- Knowledge of Global Fund		2						
	- Language Qualifications		4						
	Reading and writing skills in English and Bahasa Indonesia								
3.2	Junior Experts (2 or more)								
		Sub-Score	14						
	General Qualification								
	Suitability for the Project								
	- Training Experience in research methods		2						
	- Professional Experience in facilitation of participatory rapid assessment		8						
	- Knowledge of Global Fund		2						
	- Language Qualifications		2						
	English and Bahasa Indonesia								
3.3	Data Entry Staff (2 or more)								
		Sub-Score	6						
	General Qualification								
	Suitability for the Project		2						
	- Experience in data entry		2						
	- Language Qualification		2						
	Bahasa Indonesia								
	Total Part 3		40						
	TOTAL 1 + 2 + 3		100						

In each of 3.1, 3.2 and 3.3, the final points score will be based on the average of the scores of the staff put forward for each independent category.

Price Evaluation

Price proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

The price schedule will be scored on the basis of overall costs for the delivery of the services. The lowest price proposal will be awarded points in accordance with the following formula: $F_s = 100 \times F_l / F_c$, in which F_s is the financial score, F_l is the lowest price, and F_c is the price of the proposal under consideration.

F. AWARD OF CONTRACT

22. Award criteria, award of contract

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for UNDP's action.

UNDP reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any Bidders in any combination, as it may deem appropriate without prior written acceptance of the Bidders.

Prior to expiration of the period of proposal validity, UNDP will award the contract to the qualified Bidder whose Proposal after being evaluated achieved the highest combined score of technical and price as per below:

The weights given to the technical and financial proposals are: T= 0.7, F=0.3

The highest score will be calculated by formula: $HS = Ts \times 0.7 + Fs \times 0.3$

(HS= Highest Score, Ts= Technical Score, Fs = Financial Score)

23. UNDP's right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in unit prices or other terms and conditions up to 25% of proposed cost.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to UNDP.

25. Advance Payment:

In case if the successful Bidder requests an advance payment of more than USD 30,000, the successful Bidder will be requested to provide a Bank Guarantee for an advance payment as per attached **Annex V** (Advance Security Form).

26. Pre-financing of Activities:

In the absence of a bank guarantee, the successful Bidder may be requested to pre-finance activities for the period until UNDP confirms acceptance of agreed services and pays as per contract.

27. Audits and investigations:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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.

28. Anti-terrorism:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and

that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [http://www.un.org/Docs/sc/committees/ 1267/ 1267ListEng.htm](http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm). This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

29. Security:

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- a) 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;
- b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- c) 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 in paragraph a) above.

<u>ANNEX III</u> GENERAL CONDITIONS OF CONTRACT
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1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. 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 its 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 subcontractors 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:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of

UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph

of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 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 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. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

ANNEX IV
TERMS OF REFERENCE

Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria

RFP/UNDP/PRU/020/2009

I. Background

The Indonesian Government is committed to reducing the medical and social impact of AIDS/HIV, Tuberculosis (TB) and Malaria (ATM). To effectively respond to these significant public health challenges, the Government's concerted efforts are augmented by international funding and support through both multilateral and bilateral donors.

The Global Funds fight against AIDS, TB and Malaria (GFATM) is a multilateral donor that between 2002 and 2008 has approved USD 319,130,900 to assist in scaling up the ATM response in Indonesia, however the total disbursement of funds is only USD 142,256,706. More recently, Indonesia received approval for an additional USD 338,184,316, therefore, the requirement to have grant management systems in place that ensure maximum grant absorption is increasingly pertinent.

The GFATM grants are performance based and therefore continually demand high levels of coordination within the grant recipients to produce the required standard of grant implementation. This means that the active participants, which include the Country Coordinating Mechanism (CCM), Principal Recipients (PRs), Secondary Recipients (SRs) and Sub-Secondary Recipients (SSRs), are each required to possess an ability to competently perform their individual roles to collectively achieve the objectives set forth by the National HIV/AIDS, Tuberculosis and Malaria prevention programs. This involves managing the GFATM funds in a transparent accountable manner, with sound management systems, prioritizing for spending and building sustainable delivery systems. The failure to absorb USD 177 million can be directly related to weak capacity to manage the grant.

PRs that successfully implement their Global Fund grants, as shown by periodic high ratings, can access more of their originally approved budget to continue their program. However, PRs demonstrating difficulty in implementing their GFATM grant can have funding restrictions introduced - a scenario that occurred in Indonesia during 2007 due to weak financial and general management systems.

In addition to other development partners, the United Nations Development Programme (UNDP) proposed to the CCM the provision of capacity development support to enable the PRs to resume their grant implementation activities. UNDP with AusAID, USAID, WHO, UNAIDS, UNICEF and KNCV embarked upon a successful 16 month capacity building project that assisted the CCM in removing the 21 time bound restrictions imposed by the Office of Inspector General. As a result, a more strategic effort by Program Management Units with assistance from development partners including UNDP produced a clear improvement in the ratings achieved by each disease component, which is a key indicator of grant implementation success.

Rationale

The principle aim of the RAPID CAPACITY SELF ASSESSMENT is to collaborate with the CCM and PRs to identify the key areas requiring capacity development support, knowledge of which will enable the production of tailored and efficacious support programs. These programs will aim to address the areas of human resources, procurement and supply chain management, monitoring and evaluation, financial management and systems. It is documented that such support from UNDP can

result in increased capacity of the CCM and PR to successfully implement current grants at all geographic levels, also to secure more funding in the future, whether by extension of current grants or from new donors.

For the CCM, the main benefits of the RAPID CAPACITY SELF ASSESSMENT revolve around assistance with self governance and with improving the oversight of the experienced and new PRs. Specifically, these include; (1) identifying improvement areas that will enhance the capacity and functioning of the CCM itself, and (2) providing a systematic and comprehensive method for monitoring the grant implementation progress of GFATM experienced PRs, and (3) to provide a baseline reference point for new PRs, to which future progress can be measured.

For the PRs, it is envisioned that they will have a strategic way to identify key components of their grant implementation program which could benefit from strengthening activities to ensure greater absorption of approved budget.

The Rapid Capacity Self Assessment for PRs and CCM has the following objectives:

1. To provide a systematic activity for measuring progress in management capacity and / or identifying areas of priority for strengthening among Global Fund PRs, SRs, SSRs including the CCM in Indonesia.
2. To facilitate the refining of assessment tools in four main areas of GF (Global Fund) grant program implementation by PRs.
3. To facilitate the PRs capacity to self assess their PMU, SRs and SSRs in four main areas of GF grant program implementation.
4. To facilitate the CCM to self assess using GF assessment tools and identify areas for strengthening.
5. To assist PRs and CCM in the analysis of data from the self assessment.
6. To assist the PRs and CCM in planning for capacity development strategies based on the results of the RAPID CAPACITY SELF ASSESSMENT.

II. Expected Outcomes of the Project

1. A deeper understanding of the strengths and weaknesses of PRs/SRs/SSRs and CCM
2. Facilitation of PRs and CCM in skill development through direct participation in the RAPID CAPACITY SELF ASSESSMENT, thus creating more ownership for the results and strategic action plans for future capacity development activities.
3. Improved communication and conducive environment within the respective PR /SR/SSR and CCM for implementation of GF grants thus increasing their ability to meet contractual targets.

III. Scope of Work

Methodology

The assessment tools developed in the four core functional areas from the Capacity Gap Assessment (CGA) 2007 will be reviewed, reused, and refined using input from the **selected research institution/contractor**, key UNDP and Principal Recipient (PR) staff. Other assessment tool resources to be reviewed include:

1. Global Fund Assessment Tools as used by the Local Financial Agent (LFA): Institutional and Programmatic Assessment Tool, Procurement and Supply Management Assessment Tool, Monitoring and Evaluation Assessment Tool, and Financial Management Systems Assessment Tool.
2. National AIDS Commission (NAC)'s Assessment tools
3. Country Coordinating Mechanism (CCM) Assessment tools

As a preliminary step, technical staff from UNDP will meet with the PRs and do a desk-top review of Global Fund feedback to the PR in the form of previous management letters and/or conditions precedent. This data will be summarized together with the PR and used as a framework for identifying where capacity strengthening is most needed. This will however, not limit the PR in

choosing to participate in either the RAPID CAPACITY SELF ASSESSMENT or capacity development activities in all four of the component areas.

The following areas will be assessed.

1. Human resources and training needs (cross sectional area which will be incorporated into the specific sections)

The key area requested for additional assessment and support would be the following – and adjusted by program component (AIDS, TB and Malaria):

- Role and responsibility
- Availability (% of time allocated for GF), turnover and capacity
- Trainings undertaken in GF program implementation and re-fresher courses needs

2. Procurement and Supply Chain Management

The assessment will focus on available skills in this area, existence of procedures, receipt, storage and distribution systems of medical and other stock. Most of these issues will be asked at the central level, with more of the supply chain management questions to be asked at all levels. The questions will be tailored to address the concerns raised by the office of inspectorate general and include questions which will focus on:

- Procurement policies/procedures and internal control measures Capacity of procurement staff
- Staff availability and time allocation
- Supply Chain Management of health and non-health products including inventory of goods.

3. Monitoring and Evaluation

There will be closed and open ended questions which will include monitoring of the program as a whole:

- Roles and responsibility
- Capacity of M&E staff and their training needs
- Reporting and data analysis
- Program results dissemination
- Monitoring and supervision visits

4. Financial Management and Systems

The assessment will focus on investigating the financial management capacity and audit, as well as the capacity training needs targeted to specific respondents:

- Capacity of Finance and Financial Monitoring staff
- Staff availability and time allocation
- Availability of financial guidelines and accounting procedures
- Internal control mechanisms
- Assets recording
- Audit

The RAPID CAPACITY SELF ASSESSMENT will be offered to the CCM, new and continuing PRs (NAC, MOH-AIDS, MOH-TB, MOH-Malaria, IPPA, Aisyiyah, PERDHAKI, and UI FKM) and targeted sampling of SR and SSRs.

	PRs	SRs	SSRs
1	AIDS MOH	12	68
2	TB - MOH	33	430
3	MALARIA MOH	17	128
4	NAC (KPA)	12	68
5	IPPA (PKBI)	12	36
6	AISYIYAH	23	-
7	PERDHAKI	10	48
8	UI FKM	1	-

* Numbers 1-3 are repeating PRs; 4-8 are new PRs

Based on the evaluation and experience of the CGA 2007, a smaller number of respondents are desired. Using targeted sampling, only selected SRs and SSRs will be assessed within repeating PRs. It is recommended that all new GFATM PRs use census sampling for SRs in order to establish baseline data. The **selected research institution/contractor** will give guidance to the repeating PRs regarding selection of SRs and SSRs; and the new PRs regarding selection of SSRs for assessment using criteria which is relevant for the PR request.

The assessment of the PR, SR and SSR will be done by the PR assessment team. SR's and SSR's are located in 33 provinces, therefore strategic targeted sampling is required. The PRs will self fund their assessment activities or receive UNDP or other donor support for this activity.

The assessment will be conducted through self-assessments using questionnaires, checklists, and through interviews. PRs will be able to choose which areas they would like to be assessed respecting that not all PRs will opt for the assessment in all four program components. Some PRs may choose to add questions related to technical areas outside the 4 core areas listed above.

PRs and CCM will be involved in training around use of the questionnaires, interviewing, data gathering and in interpreting data. The results of the RAPID CAPACITY SELF ASSESSMENT will be shared internally within the PR and related SR/ SSR and CCM. UNDP together with the **selected research institution/contractor** will assist the PR in analyzing the data and prioritizing their capacity development needs.

The RAPID CAPACITY SELF ASSESSMENT will put high priority on safeguarding the specific details of assessment findings, and only general components across the PRs will be combined in the final reporting to CCM. PRs will be encouraged to disclose assessment findings to the CCM Oversight committee or to their respective donor to assist in the monitoring function of the CCM/donor. Care will be taken to keep information internal. This is done so that more of the PRs will opt to participate in this process. PR's/ CCM will be encouraged to be as objective as possible in administering the self assessment with the hope that findings will help them be more strategic about making actions plans for capacity development activities from PR down to SSR level.

In order to be efficient with time and resources, UNDP will facilitate a 2-day workshop for 5 member assessment teams from participating PRs and CCM. This will be organized in a common facility with simultaneous working groups so that resource persons from the **selected research institution/contractor** can access all teams. Development partners and members of CCM oversight committee may be observers to this process. During this workshop the expected output will be 1) PR/CCM specific selection of assessment tools, sample size, and a field assessment plan. 2) PRs and CCM trained in skills related to asking questions, documenting responses, and data tabulation.

A second workshop will take place after the data has been analyzed. This workshop will also take place with simultaneous working groups for one day. The output of this workshop will be 1) PRs/CCM facilitated in understanding assessment findings 2) PRs/CCM facilitated in making action plans based on identified needs

The workshops will be participatory with an emphasis on customizing the assessment to the specific needs and requests of the PRs and CCM. Facilitators, observers will be requested to safeguard results and findings so that this information is respected as owned by the respective PR/CCM.

Description of activities envisaged from the selected research institution/contractor

The following are the main activities requested from the **selected research institution/contractor**:

1. Review assessment tools mentioned above and make suggestions on tool refinement especially for ease in data tabulation and analysis.
2. With the objective of an internal self assessment from PR-SR-SSRs and among CCM, design a RAPID CAPACITY SELF ASSESSMENT protocol.
3. Design templates for data entry and analysis.
4. Provide the trainers and technical content for training for 55 persons from CCM, UNDP, PR, SRs in Jakarta for 2 days. Assist the PR in targeted sample selection of respondents from SR and SSR specific to the requested needs of the PR. Assist the PR /CCM in selecting relevant tools. All other aspects involved with this training activity (i.e. invitation, location, meeting package, participant's transportation, etc) will be organized by UNDP.
5. Provide guidelines and training on conducting a self assessment using the finalized assessment tools selected by the PR, skills in data collection, recording data, methods for forwarding results for data analysis, and strategies to safeguard confidentiality and increase objectivity from findings provided by respondents.
6. Provide guidance for field preparation including check lists, field management, and data collection formats for forwarding data for analysis
7. Provide telephone supervision and guidance on an "as needed basis" to PRs and/or UNDP during the RAPID CAPACITY SELF ASSESSMENT implementation over a period of two weeks.
8. Conduct data cleaning and compiling
9. Conduct Data analysis
10. Facilitate together with UNDP an internal results dissemination process within individual PRs and CCM.
11. Submit final report in English and Bahasa Indonesian to CCM oversight committee and UNDP. Final report should include complete set of finalized tools used by each PR and the CCM, description and evaluation of the RAPID CAPACITY SELF ASSESSMENT process, general findings across all PRs and CCM, and recommendations.
12. Prepare and present summary power point presentation of overall process and general findings for presentation to CCM - Oversight Committee.

IV. Expected outputs from the selected research institution/contractor

1. Refined and finalized assessment tools for RAPID CAPACITY SELF ASSESSMENT FOR PRs/SRs AND CCM
2. Trained personnel for conducting self assessment
3. Data Analysis of RAPID CAPACITY SELF ASSESSMENT results
4. Dissemination activities within respective PRs and CCM
5. Submission of Final Report written in English and Bahasa Indonesia to CCM, UNDP and Development Partners

V. Timeframe

	Activities	Oct 2009				Nov 2009			
		1	2	3	4	1	2	3	4
1	Review assessment tools	X							
2	Design an RCSA protocol	X							
3	Design templates for data entry and analysis	X	X	X					
4	Meets with UNDP to prepare for RCSA training workshop		X						
5	Provide trainers and technical content for 2 day workshop for PRs and CCM			X					
6	Provide telephone supervision and guidance on an "as needed basis" to PRs and/or UNDP during the RCSA				X	X			
7	Contractor receives data from participating PRs/CCM				X	X			
8	Conduct data cleaning and compiling						X		
9	Conduct Data analysis						X		
10	Meets with UNDP to prepare for result dissemination workshop						X		
11	Provides expert staff for internal dissemination activities within the PR and CCM through parallel workshop format							X	
12	Submit final written report								X
13	Give power point presentation to CCM Oversight committee								X

VI. Supervision and Reporting

The **selected research institution/contractor** will be under the monitoring of a designated UNDP staff member who will also oversee that technical queries are addressed. An UNDP team will be in place to assist in the logistics for the two workshops, assisting the PRs/CCM in carrying out their self assessment, and facilitation of other administrative tasks outside the contractual agreement with the **selected research institution/contractor**.

Additional reporting requirements of the **selected research institution/contractor** are as follows:

- An inception meeting between the **selected research institution/contractor** and UNDP to discuss and agree on a timetable, payment processes, planning for pre self assessment workshop, and format of final report.
- A coordination technical meeting between UNDP and the **selected research institution/contractor** prior to the result dissemination workshop.
- Submission of a final report by the end of the delivery period.

VII. Dissemination and Strategic Planning

As an activity together with results dissemination within the PRs and CCM, UNDP staff will facilitate the individual PRs and CCM to make action plans for follow-up capacity development activities.

VIII. Geographical Scope:

The activities of the **selected research institution/contractor** will be limited to the greater Jakarta area. All data gathering will be done directly by the PR/CCM assessment teams.

IX. Payment Schedule

Payment will be made upon completion of the follow deliverables at the designated percentage of the contracted fee.

	Action and Deliverables	Time Frame		Payment Schedule
Payment upon signing of Contract				20% of contract amount
Output 1: PRs and CCM Assessment teams prepared to conduct self assessment				
1	Reviews assessment tools	Oct 2009		20% of contract amount
2	Designs an RCSA protocol	Oct 2009		
3	Designs templates for RCSA data entry and analysis	Oct 2009		
4	Meets with UNDP to prepare for RCSA training workshop	Week II Oct 2009		
5	Provides trainers and technical content for 2 day workshop for PRs and CCM on RCSA through parallel workshop format	Week III Oct 2009		
Output 2: Data Analysis completed of results from Rapid Capacity Self Assessment of PRs/SRs and CCM				
1	Provides telephone guidance on an "as needed basis" to PRs/CCM in the field during 2 week data collection period	Week IV Oct Week I Nov 2009		20 % of contract amount
2	Receives data from participating PRs/CCM	Week IV Oct Week I Nov 2009		
3	Conducts data cleaning, compiling, and analysis	Week II Nov 2009		
4	Meets with UNDP to prepare for result dissemination workshop	Week II Nov 2009		
5	Provides expert staff for internal dissemination activities within the PR and CCM through parallel workshop format	Week III November 2009		
Output 3: Final Reports Submitted				
1	Submits two compilation documents in Bahasa Indonesia and English approved by UNDP and CCM Oversight Committee in written and electronic form	Week IV Nov 2009		40% of contract amount
2	Develops Power Point Presentation and approved by UNDP and CCM Oversight committee	Week IV Nov 2009		

X. Eligible Organizations

Eligible institutions should not have current contractual relationships (Global Fund or otherwise) with any of the Principal Recipients so as not to create a conflict of interest. Eligible Organizations should have experienced staff who understand the activities in the area of Program and Financial Management, Monitoring and Evaluation, Procurement and Logistics, and Human Resources. Experience with Global Fund not required but preferred. Due to the desire to train PR/CCM assessment teams through a parallel workshop process, a minimum of four (4) staff persons (combination of Senior and Junior Expert Staff) with the ability to facilitate/train in small and large groups is required.

ANNEX V
BANK GUARANTEE FOR ADVANCE PAYMENT

**Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and
Malaria**

RFP/UNDP/PRU/020/2009

Bank Guarantee for advance payment

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date _____ a contract [*contract title and No.*] with [*Name of the company*] hereinafter referred to as "the Contractor" whom has its headquarter in _____ at a total price of _____ US dollars (\$ _____), to execute [*Insert title of contract and brief description of works*].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

And according to this contract, UNDP is required to make an advance payment to the Contractor of _____ US\$, being ____ % of the total price.

Now therefore, this being stated, we, [*BANK NAME*] [*BANK BRANCH*], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising therefrom, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [*INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain in full effect from the date of the advance payment under the Contract until UNDP recovers full payment of the same amount from the Contractor.

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: _____
Name of Bank/ Financial
Institution: _____
Addressee: _____

ATTACHMENT I
RFP ACKNOWLEDGEMENT FORM

**Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB,
and Malaria**

RFP/UNDP/PRU/020/2009

To:
Bakhtiyor Khamraev, Procurement Specialist

UNDP
Menara Thamrin 8th floor
Jl. MH Thamrin
Jakarta 10250, Indonesia.
Tel: (021) 314 1308 Ext.: 186
Fax: (021) 315 0382, 314 5251

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Duly authorized to sign the Offer for and on behalf of _____ (entity name)

Signature/Stamp of entity/Date

Name of representative: _____

Address: _____

Telephone/Fax: _____

Note: This Acknowledgment Form shall be part of Technical Proposal.

ATTACHMENT II
TECHNICAL PROPOSAL FORMAT

Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria

RFP/UNDP/PRU/020/2009

Note: Technical Proposals not submitted in this format may be rejected. Price Schedule should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

Section 1: Experience of Organization/ Firm

1.1. Management Structure:

As part of their technical proposals, bidders must submit a Management Structure which includes the following detail:

1.1.1. Management Approach: Describe the overall management approach toward planning and implementing this activity, including any subcontracting and the selection process. Include an organization chart for the management of the project.

1.1.2. Personnel: Provide position descriptions for the posts to be employed for the project.

1.2. Organizational Capability:

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.2.1. Brief Description of Bidder: Provide a brief description of the organization / firm submitting the proposal, including type of the bidder related to its legal basis, the year and country of incorporation, types of activities undertaken, and approximate annual budget. Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in.

The legal document (Notarial Deed) and the latest Audited Financial Statement or Balance Sheet certified by Public Accountant and should be enclosed.

1.2.2. Litigation and Arbitration History: Include reference to any history of litigation and arbitration in which the organisation / firm has been involved.

1.2.3. Technical Quality Review Mechanisms: The methodology shall also include details of the bidder's internal technical and quality review mechanisms.

1.3. Experience of Organization / Firm:

The bidder shall provide details of recent corporate experience similar to those required for the present project. The information shall include a description of the exact role of the bidder in those projects and the names of the senior people responsible for the projects. The name and contact details of the client for those projects shall also be provided.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Reference Contact Details (Name, Phone, Email)
Etc.					
Etc.					

Section 2: Proposed Approach and Work Plan

2.1. Approach:

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

2.1.1. Approach to the Assignment: Please elaborate the tasks required as states in the TOR and the methodology for how the organization / firm will achieve the Terms of Reference of the project.

2.1.2. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to UNDP, including a reporting schedule.

2.2. Implementation Plan:

Kindly provide detailed implementation plan in weekly basis.

Section 3: Personnel

Please include CVs for key personnel (managerial and supervisor staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

In addition a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded without written approval of the UNDP.

Please use the format below, with each CV no more than one page in length.

Name:		
Position for this Assignment:		
Nationality:		
Contact information:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: Highlight experience in the region and on similar projects as well as knowledge of Global Fund.		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ funding organisation:	Job Title and Activities undertaken:
<i>e.g. June 2004-January 2005</i>	<i>Local Government Development Programme, World Bank</i>	<i>Facilitator: Study on Illegal Import of Goods Containing Ozone Depleting Substances in Indonesia</i>
<i>Etc.</i>		
References:	<i>(Name/Title/Organization/Contact Information – Phone; Email)</i>	
Declaration:		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract.		
Signature _____		

ATTACHMENT III
PRICE SCHEDULE

Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria

RFP/UNDP/PRU/020/2009

1. The Price Schedule must provide a detailed cost breakdown for each item and submit it along with the project budget sheet.
2. The components comprising the total price must provide sufficient detail to allow UNDP to determine compliance of offer with specifications as per Scope of Work and Technical Specifications of this RFP.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.
4. The format shown on the following page shall be used as a model in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
5. In case of discrepancy between unit price and total price, the unit price shall prevail.
6. **Price Schedules not submitted in this format may be rejected.**

	Activity	Total (IDR/USD)
Output 1: PRs and CCM Assessment teams prepared to conduct self assessment		
1	Reviews assessment tools	
2	Designs an RCSA protocol	
3	Designs templates for RCSA data entry and analysis	
4	Meets with UNDP to prepare for RCSA training workshop	
5	Provides trainers and technical content for 2 day workshop for PRs and CCM on RCSA through parallel workshop format	
Sub Total 1*		
Output 2: Data Analysis completed of results from Rapid Capacity Self Assessment of PRs/SRs and CCM		
1	Provides telephone guidance on an "as needed basis" to PRs/CCM in the field during 2 week data collection period	
2	Receives data from participating PRs/CCM	
3	Conducts data cleaning, compiling, and analysis	
4	Meets with UNDP to prepare for result dissemination workshop	
5	Provides expert staff for internal dissemination activities within the PR and CCM through parallel workshop format	
Sub Total 2*		
Output 3: Final Reports Submitted		
1	Submits two compilation documents in Bahasa Indonesia and English approved by UNDP and CCM Oversight Committee in written and electronic form	
2	Develops Power Point Presentation and approved by UNDP and CCM Oversight committee	
Sub Total 3*		
GRAND TOTAL (1+2+3)		

*The relative value of each output shall be: 25% for output 1; 25% for output 2; and 50% for output 3

Note:

1. This spreadsheet should be accompanied by a short text that explains the figures supplied and that adds any relevant information that has been used to make the calculations.

Duly authorized to sign the Bid for and on behalf of _____ (company name)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

ATTACHMENT IV
VENDOR'S REGISTRATION FORM

Rapid Capacity Self Assessment 2009 for Global Fund PRS and CCM, for AIDS, TB, and Malaria

RFP/UNDP/PRU/020/2009

VENDOR PROFILE

Date:

VENDOR INFORMATION (Complete this section for Vendor/Supplier Information)

Company Name :		Term Payment :	Web Site URL (If applicable)
Main Street Address		SECOND Street Address (Please provide purpose of second address)	
City	State/Province/Country	Postal Code	City State/Province/Country Postal Code
Country		Country	
Contact Person (MAIN ADDRESS)	Phone	Fax	E-mail Address
Name :			
Title :			
Contact Person (SECOND ADDRESS)	Phone	Fax	E-mail Address
Name :			
Title :			

BANKING INFORMATION

Name of Banking Institute	Beneficiary's Name	Branch Name
Street Address		
City	State/Province/Country	Country Postal Code

Payment into a Local Bank (Bank Account located in Indonesia)

PLEASE COMPLETE THE BANK TRANSWIRE CODE INFORMATION	
SWIFT CODE:	Bank Account Currency ☒ IDR ☐ Other (PLEASE INDICATE)
Bank Account Number :	Account Type : ☐ Checking ☐ Savings
Bank Key Number :	

Payment into an International Bank

PLEASE COMPLETE THE BANK TRANSWIRE CODE INFORMATION	
Bank ID Qualifier :	Bank Account Currency ☐ US\$ ☐ Other (PLEASE INDICATE)
Bank ID/Fed Wire/ABA No. :	
Local Clearing Code :	Bank Account Number :
SWIFT CODE :	Account Type : ☐ Checking ☐ Savings
IBAN (if Available)	
BANK KEY NUMBER :	
ACH Number (American Clearing House)	

INCOMPLETE OR ERRONEOUS INFORMATION WILL PREVENT FINAL CREDIT OF PAYMENTS TO YOUR ACCOUNT

Authorized Signature
Name and Stamp of Company

Rev Oct 2000