



## SOLICITATION APPLICATION GUIDANCE FOR COMMUNITY BASED ORGANISATIONS

### 1. General Tips

- Please make sure all documents are properly labelled
- Use 1.5 spacing
- Use Times New Roman with a 12 Font, Headings 14 Font
- Do Not exceed 14 pages excluding the budget, appendices and support documentation (narrative maximum 14 pages)

### 2. Project Proposal Format

Proposals submitted for approval must contain certain critical standard information, which will be the basis for assessment. This section tries to highlight examples of information to be filled in the above format

#### RATING SCORE

a) *Cover Page (1 Page)* - Containing organizational details. ( 5 )

b) *Executive Summary (1 page)* - (10)

One page summary of the project, stating the main objectives, activities and the total cost of the project and amount being sought etc.

c) *Organisational information (1 page)*

A brief introduction of the organization on one page such as the historical background, location, structure, mission statement, vision, Directors/Trustees, objectives, resources available for existing Activities, achievements and the comparative advantages as to **WHY** your Organisation, in any order of emphasis.

(15)

d) *Rationale for the proposed work*

A page description of the rationale for existence and the proposed efforts to respond to the perceived problems. (10)

e) *Project Design (4 – 6 pages)*

This section looks at the actual interventions that will be undertaken and the expected output (4 – 6 pages) as in response to the TORs provided. (20)

f) **Management and Implementation** (2 pages)

**A two page** summary outlining the responsibilities people will assume in the implementation of the project. This should also include the implementation strategy detailing the path the project will take including;

a) Financial management such as:

- i) Internal control systems;
- ii) accounting manual and persons responsible

b) procedures or processes used for identifying Activity participants;

c) overall work plan of the project; covering the project duration and

d) Explanation of how the work will be implemented and managed and the human resource and material inputs available/needed. (20)

g) **Monitoring and Evaluation** (1 page)

In this section, one page outlining the methods that will be used to monitor and evaluate the activities, including quantifiable measures and a plan of how the target population will be involved in the monitoring process. (10)

h) **Assumptions and Risk factors to be considered** (1 page)

This section should briefly explain the factors that are likely to affect the implementation of the project negatively; financial risk funds would be exposed to? (1 page) (10)

**TOTAL SCORE (100)**

1) **Appendix 1 – Additional notes**

1. Prospective applicants are required to fully acquaint themselves with the application requirements as provided in the advert.
2. The funding for implementation shall be on fixed terms for the period of the Implementation.
3. The Principal Recipient (MoH) shall as part of the Post Qualification evaluation of the bids, conduct due diligence to determine whether the bidder is qualified to perform the contract effectively.
4. The contract to be entered into shall be as per sample of the Agreement attached to the Application Guidance.

2). **Appendix 2 - the budget template should have the following:**

- i) objectives of the intervention;
- ii) A detailed description stating the activity to be carried out and during which periods;
- iii) the quantity being proposed to be supported;
- iv) the unit costs of the activity; and
- v) the frequency of the activity and the total.

The budget should be accompanied by budget notes explaining each budget item, i.e. indicator the budget item is contributing to, rational of unit costs used other than those provided by Ministry of Health (MoH).



**Ministry of Health**

**REPUBLIC OF ZAMBIA**

**AGREEMENT**

**FOR**

**THE PROVISION OF SERVICES BY COMMUNITY BASED ORGANISATIONS  
(CBOs) AS SUB RECIPIENTS ON GLOBAL FUND – FUNDED ADOLESCENT AND  
YOUTH HIV PREVENTION, SEXUAL AND REPRODUCTIVE HEALTH RIGHTS  
(ASRHR) ACTIVITIES**

**BETWEEN**

**GOVERNMENT OF THE REPUBLIC OF ZAMBIA ACTING THROUGH THE  
MINISTRY OF HEALTH GLOBAL FUND PROGRAMME MANAGEMENT UNIT**

**AND**

**XXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXX**

**AGREEMENT**

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**AND**

**XXXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXX**

**THE PROVISION OF SERVICES BY COMMUNITY BASED ORGANISATIONS  
(CBOs) AS SUB RECIPIENTS ON GLOBAL FUND – FUNDED ADOLESCENT AND  
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1. Reference is made to the consultations between officials of the Ministry of Health Global Fund Programme Management Unit (hereinafter referred to as “MoH”) in Zambia and officials of XXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXr hereinafter referred to as the “Sub-Recipient” or “SR”) with respect to the provision of services by the SR in the implementation of the project under the New Funding Model Grants, ZMB – C – MOH – Grant Confirmation Number 1544: Sustaining and Improving the Gains for HIV & TB, as specified in Attachment 1: Framework Agreement, to which MOH HQ has been selected as Principal Recipient (hereinafter referred to as “Principal Recipient” or “PR”). In carrying out its responsibilities as PR, and in accordance with the Grant Confirmation (hereinafter referred to as “Grant Confirmation”) concluded between MOH and the Global Fund to Fight AIDS, Tuberculosis, and Malaria, a non-profit foundation established under the laws of Switzerland (hereinafter referred to as the “GFATM”). MOH HQ will cooperate with the Country Coordinating Mechanism (hereinafter referred to as the “CCM”) and PriceWaterHouse Coopers, the Local Fund Agent for the GFATM (hereinafter referred to as “LFA”), as appropriate. The Grant Confirmation is attached hereto as Attachment 2.

2. In accordance with the Grant Confirmation, the Project Document and with the following terms and conditions, we confirm our acceptance of the services to be provided by the SR towards the programme/project, as specified in Attachment 3: Description of Services (hereinafter referred to as “Services”). Close consultations will be held between the SR and MoH on all aspects of the Services.

3. The SR shall use its best efforts to ensure that personnel recruited for the programme/project are of the highest standards of efficiency, competence, and integrity.

4. The SR shall be fully responsible for the provision; with due diligence and efficiency, of all services performed by its personnel and for ensuring that all relevant labor laws are complied with and that the principles of competitive bidding are observed.

5. The SR agrees to undertake all reasonable efforts to ensure that none of the MoH funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by MoH 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>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

6.1 Consistent with the Article III of the Standard Basic Assistance Agreement, the responsibility for the safety and security of the SR and its personnel and property, and of MoH's property in the SR's custody, rests with the SR.

6.2 The SR 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 SR's security, and the full implementation of the security plan.

6.3 MoH 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 SR shall remain solely responsible for the security of its personnel and for MoH's property in its custody as set forth in paragraph 6.1 above.

7. Any subcontractors, including NGOs assigned by the SR to the programme/project, and under contract with the SR, shall work under the supervision of the designated official of the SR. These subcontractors shall remain accountable to the SR for the manner in which assigned functions are discharged.

8. Upon signature of this Agreement and pursuant to the budget and the work plan of the Grant Confirmation, MoH will make payments to the SR, according to the schedule of payments specified in Attachment 4: Schedule of Services, Facilities and Payments.

9. The SR shall not make any financial commitments or incur any expenses which would exceed the budget for the Services as set forth in the Project Document and the schedule of payments specified in Attachment 4: Schedule of Services, Facilities and Payments. The SR shall regularly consult with MoH concerning the status and use of funds and shall promptly advise MoH any time when the SR is aware that the budget to carry out these Services is insufficient to fully implement the project in the manner set out in the Project Document. MoH shall have no obligation to provide the SR with any funds or to make any reimbursement for expenses incurred by the SR in excess of the total budget as set forth in the Project Document.

11. The SR shall submit a cumulative financial and programmatic report each quarter of fiscal year. The Quarterly Reports will be submitted to MoH through the XXXXXXXXXXXXXXXXXXXXXXXXr on the following schedule.

1 January to 31 March:	30 April
1 April to 30 June:	31 July
1 July to 30 September:	31 October
1 October to 31 December:	15 January

The Quarterly Reports shall reflect (i) the financial activity during the quarter in question and cumulatively from the beginning of the Program until the end of the reporting period, and (ii) a description of the progress achieved toward the milestones set forth in the Grant Confirmation. The SR shall explain in the report any variation between the planned and actual achievements for the period in question.

In addition to the Quarterly Reports, the SR shall submit a cumulative financial and programmatic report for each month of the fiscal year within 30 days of the close of the month

12. The SR agrees to utilize the funds and any supplies and equipment financed by Global Fund in strict accordance with the Grant Confirmation. The SR shall be authorized to make variations not exceeding 10 per cent on any one line item of the Project Budget provided that the total Budget allocated by MoH for the Services, as set for in the schedule of payments specified in Attachment 4: Schedule of Services, Facilities and Payments is not exceeded. The SR shall notify MoH about any expected variations in the Quarterly Reports, as set forth in paragraph 11, above. Any variations exceeding 10 per cent on any one- line item and any variations that involve purchases or activities that are different than what is set forth in the Project Document shall be subject to prior consultations with and approval by MoH.

13. The SR shall maintain records and supporting documentation relating to the project, including funds received and disbursed by the SR.

14. In addition to the Quarterly Reports, the SR will provide MoH no later than 15 February of each year of program implementation, with an annual financial and programmatic report in form and substance acceptable to MoH, covering the preceding fiscal year.

15. The SR shall submit such other progress reports relating to the project as may reasonably be required by the Grant Manager in the exercise of his or her duties.

16. The PR shall arrange for an audit of SR expenditure statements within two (2) months of the end of the fiscal year and shall submit the audited statement to MoH. The audit shall be conducted in accordance with Office of Auditor general of the Government of the Republic of Zambia audit procedures, which are available upon request. The PR shall ensure that the audit firm has the necessary qualifications to conduct the audit.

17. The SR shall furnish a final report within 3 months after the completion or termination of the project, including all relevant audit statements and records related to such project.

18. Title to any equipment and supplies that may be furnished by MoH or procured through MoH GF funds shall rest with MoH until such time as ownership thereof is transferred. All equipment and supplies financed through the program will be devoted to the Program until completion or termination of this Agreement, and unless otherwise agreed upon in writing by the parties, any property remaining after completion or termination of the Project shall be transferred to PHO through MoH. Such equipment, when retained by PHO, shall be in the same condition as when delivered to the SR, subject to normal wear and tear. The SR shall be

liable to compensate for equipment determined to be damaged or degraded beyond normal wear and tear. The SR shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in the amounts agreed upon between the Parties and incorporated in the Project Budget.

19. For any matters not specifically covered by this Agreement, the appropriate provisions of the Grant Confirmation and revisions thereof and the appropriate provisions of the Financial Regulations and Rules of Government of the Republic of Zambia shall apply.

20. The arrangements described in this Agreement will remain in effect until the end of the programme, or the completion of activities of the SR according to Attachment 4, or until terminated in writing (with thirty (30) days notice) by either party. The schedule of payments specified in Attachment 4 remains in effect based on continued performance by the SR unless it receives written indication to the contrary from MoH.

21. Any balance of funds that is undispersed and uncommitted after the conclusion of the project shall be returned to MoH only if PHO fails to deliver on its contractual obligations.

22. The SR recognizes that all funds are subject to availability from the GFATM through MoH and that the amount of funds contemplated under this Agreement could be reduced or eliminated if funds are not received from the GFATM. The SR also recognizes that the project which is the subject of this Agreement is part of a larger program with the GFATM: Prevention, Treatment and Care of people with the diseases of HIV/AIDS, Tuberculosis and Malaria in Zambia. As part of its responsibility to implement and oversee this program, it may be necessary for MoH, in consultation with the CCM and subject to the approval of the GFATM, to modify the projects that are part of the program. The SR agrees to accept any amendment to the annexed Grant Confirmation, including modifications and reductions to the budget, necessary for the successful implementation of the program as a whole.

23. In the case of any disbursement that is not made or used in accordance with this Agreement, or that finances goods or services that are not used in accordance with this Agreement, MoH, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the SR to refund the amount of such disbursement within 30 days after the SR receives MoH's request for a refund.

24. The right to reimbursement set forth in the above article will continue, notwithstanding any other provision of this Agreement. Prior approval of a disbursement by MoH, the GFATM, and/or the LFA does not limit the right to refund provided for in paragraph 23 above in the event that evidence shows that the original disbursement to the SR was against the provisions of this Agreement.

25. The SR understands that MoH is responsible for monitoring and evaluating the activities of the program. The SR agrees to cooperate with MoH in its monitoring and evaluation and to perform every obligation set forth in a Monitoring and Evaluation plan to be agreed to by the parties.

26. The SR shall allow authorized representatives of MoH, the GFATM, and/or their designated agents, to visit its sites on an ad hoc basis, at the time and places designated by these entities. The purpose of such ad hoc site visits is to allow MoH, the GFATM, and/or their designated agents to oversee implementation, including the verification of data contained in reports on implementation, and to determine whether value for money has been obtained.

27. The SR understands that the MoH has the discretion to conduct or commission an independent evaluation of the program that will focus on results, transparency, and substantive accountability. The SR agrees to cooperate fully in the execution of the evaluation.

28. The SR recognizes that the GFATM through MoH awarded the programme funds that are the subject of this Agreement on the condition that the grant is in addition to the normal and expected resources that PHO normally receives or budgets from external or domestic sources. In the event such other resources are reduced to an extent that it appears that the Grant is being used to substitute for other resources, MoH may terminate this Agreement upon request from the GFATM. It is imperative for the SR to utilize the funds received for the agreed and intended purpose.

29. The parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corruption. To this end, the SR shall maintain standards of conflict that govern the performance of its staff, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

30. No person affiliated with the SR (staff, individual contractors, counterpart government officials) shall participate in the selection, award, or administration of a contract, grant or other benefit or transaction funded by the Grant, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest. No person affiliated with the SR (staff, individual contractors, counterpart government officials) shall participate in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment. Persons affiliated with the SR (staff, individual contractors, counterpart government officials) shall not solicit gratuities, favors or gifts from contractors or potential contractors.

31. If the SR has knowledge or becomes aware of any actual, apparent or potential conflict between the financial interests of any person affiliated with the SR, MoH, the Country Coordinating Mechanism, the LFA, or the Global Fund and that person's duties with respect to the implementation of the Program, the SR shall immediately disclose the actual, apparent or potential conflict to MoH.

32. The SR shall neither offer a third person nor seek, accept or be promised directly or indirectly for themselves or for another person or entity any gift or benefit that would or could be construed as an illegal or corrupt practice.

33. Any amendment to this Agreement shall be effected by mutual agreement and in writing.

34. All further correspondence regarding this Agreement other than signed letters of agreement or amendments thereto should be addressed to Dr. Kennedy Malama, Permanent Secretary - Administration Ndeke House, Haile Selassie Avenue, Lusaka, Zambia.

35. The SR shall keep the MoH, Permanent Secretary -Administration fully informed of all actions undertaken by them in carrying out this Agreement.

36. Any dispute between the MoH and the SR arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement, shall be settled through the Office of the Attorney General in the Republic of Zambia

37. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for SRs participation in the implementation of the programme/project.

Yours sincerely,

Signed on behalf of **Ministry of Health (MoH)**

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**Dr. Kennedy Malama**  
**PERMANENT SECRETARY- ADMINISTRATION**  
**Date: .....**

Signed on behalf of **XXXXXXXXXXXXXXXXXXXXXXXXX SR**

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**XXXXXXXXXXXXXXXXXXXXXXXXX**

Date: .....

