



## Request for Proposal (RFP)

Date: 7 August 2012

Dear Sir/Madam,

**Subject: RFP for the design, development and administration of a tutored E-Learning Course on Capacity Development, based on the LenCD Learning Package on Capacity Development.**

1. You are requested to submit a proposal for the design, development and administration of a tutored E-Learning Course on Capacity Development, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate attachments or sealed envelopes, should reach the following address no later than **24 August 2012, 5:00 PM (Eastern Time)**.

UNDP Knowledge, Innovation and Capacity Group  
304 East 45<sup>th</sup> Street, FF-1093  
New York, 10017 NY, USA  
Attention: Elizabeth Opero  
Telephone: +1 212 906 ext. 6694/5086/6315/6074

- Or via email: [elizabeth.opero@undp.org](mailto:elizabeth.opero@undp.org) (Email attachments must not exceed 10 MB).

<p><b>It is the supplier's responsibility to ensure that quotations are received by the closing time. E-mail quotations must not exceed 10MB.</b></p>
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4. If you request additional information, we would endeavor 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.
5. *You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit an offer.*
6. Your proposal and all correspondence and documents shall be written in the English language.
7. Your proposal shall consist of:
  - (a) Proposal submission form;
  - (b) Operational and technical part of the Proposal;
  - (c) Price Offer in the form provided (Annex V).

(For further details see: Preparation of Proposals and Technical Evaluation Criteria in [Annex I](#))

8. All prices shall be quoted in USD. UNDP is a tax-exempt entity. All quotations must be submitted net of any direct taxes or customs duties. UNDP payment Terms are 30 days net upon receipt of invoice and supporting documentation (non-negotiable).
9. Quotations shall remain valid for sixty (60) days.
10. Quotations shall be evaluated on the following basis:
  - (a) Compliance with terms and conditions of this RFP
  - (b) Compliance with the Terms of Reference
  - (c) Price
11. This letter is not to be construed in any way as an offer to contract with your company. Your proposal could form the basis for a contractual agreement between your company and UNDP if it meets with the requirements of UNDP and such a decision is at the sole discretion of the UNDP.

We look forward to receiving your offer.

Yours truly,

Elizabeth Opero

## **Annex I**

### **Instructions to Offerors**

#### **A. Introduction**

##### **1. General**

The purpose of the design, development and administration of a tutored E-Learning Course on Capacity Development is to make the LenCD CD Learning Package (<http://www.lencd.org/learning>) easily accessible and widely applied by LenCD and Train4Dev partners.

##### **2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the 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**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror 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 Offeror's risk and may affect the evaluation of the Proposal.

##### **4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

##### **5. Amendments of solicitation documents**

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

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

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity 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 Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror 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:

- Proposal submission form;
- Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- Price schedule, completed in accordance with clauses 8 and 9;

### **8. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

#### **(a) Management plan**

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

#### **(b) Resource plan**

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

**(c) Proposed methodology**

This section should demonstrate the Offeror'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 warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror'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 which the Offeror 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. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in US dollars.

**11. Period of validity of proposals**

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

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

## **12. Format and signing of proposals**

The Offeror shall prepare 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 Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by 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 Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

## **13. Payment**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## **D. Submission of Proposals**

## **14. Sealing and marking of proposals**

The Offeror shall seal the Proposal in one outer and two inner envelopes or submit via email, as detailed below.

For submissions via email:

- Submit to: [elizabeth.opero@undp.org](mailto:elizabeth.opero@undp.org)
- Two separate attachments, one technical and one financial proposal.
- Email attachments must not exceed 10 MB.

For paper submissions:

(a) The outer envelope shall be:

- addressed to –

UNDP Knowledge, Innovation and Capacity Group  
304 East 45<sup>th</sup> Street, FF- 1093  
Tel: +1 212 906 ext. 6694/5086/6315/6074

New York, 10017 NY, USA  
Attention: Elizabeth Opero

and,

- marked with –

“RFP for the design, development and administration of a tutored E-Learning Course on Capacity Development.”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

#### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **24 August 2012, 5:00 PM (Eastern Time)**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### 17. Modification and withdrawal of Proposals

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

The Offeror’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 telex or 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 Offeror on the Proposal Submission Form.

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror 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**

The Purchaser 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.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror 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.

Prior to the detailed evaluation, the Purchaser 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. The Purchaser'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 the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum



technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the Contractor with the best accumulative points (technical/financial)

### ***Technical Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	20%	20					
2.	Proposed Work Plan and Approach	35%	35					
3.	Technical expertise and experience of assigned personnel	45%	45					
	Total		100					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Technical expertise and experience of assigned personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	5					
1.2	Quality assurance procedures, warranty	5					
1.3	Relevance of: - Specialized Knowledge	10					

	<ul style="list-style-type: none"> <li>- Experience on Similar Programme / Projects</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>					
		20				

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2. 1	To what degree does the Offeror understand the task? Is the scope of task well defined and does it correspond to the TOR?	8					
2.2	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	7					
2.3	To which extent is the proposed pedagogical approach is adequate to address the learning needs of the CD community of practitioners?	10					
2.4	To which extent is the proposed pedagogical approach innovative and based on active learning.	10					
		35					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Design of Tutored E-Learning Courses		15					
		Sub-Score						
	Suitability for the Project							
	- Demonstrated experience and expertise in designing tutored e-learning courses.	7.5						
	- Demonstrated experience and expertise in functional designs of tutored e-learning courses (incl. types of media & examples)	7.5						
			15					
3.2	Development of Tutored E-Learning Courses		15					
		Sub-Score						
	Demonstrated experience in developing the functionalities required by tutored e-learning courses (incl. types of media & examples)	7.5						
	Demonstrated experience in developing tutored e-learning courses	7.5						
			15					

3.3	Administration of Tutored E-Learning Courses		15					
		Sub-Score						
	Suitability for the Project							
	- Demonstrated experience in administering tutored e-learning courses	7.5						
	Qualifications and experience of the tutors	7.5						
			15					
	<b>Total Part 3</b>		45					

## **F. Award of Contract**

### **22. Award criteria, award of contract**

The procuring UNDP entity 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 Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### **23. Purchaser's right to vary requirements at time of award**

The Purchaser 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 price or other terms and conditions.

### **24. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

### **25. Performance security**

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

### **26. Vendor protest**

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:** <http://www.undp.org/procurement/protest.shtml>.



## **Annex II**

### **UNDP**

#### **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

##### **1.0 LEGAL STATUS:**

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

##### **2.0 SOURCE OF INSTRUCTIONS:**

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

##### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

##### **4.0 ASSIGNMENT:**

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

##### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of

UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

## **6.0 OFFICIALS NOT TO BENEFIT:**

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

## **7.0 INDEMNIFICATION:**

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

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

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

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**1.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by

the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.



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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall

be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

## Annex III

### **TERMS OF REFERENCE FOR THE DESIGN, DEVELOPMENT AND ADMINISTRATION OF A TUTORED E-LEARNING COURSE BASED ON THE LENCD LEARNING PACKAGE ON CAPACITY DEVELOPMENT**

LenCD website: [www.lencd.org](http://www.lencd.org)

#### 1.0 Background

In 2011, a partnership between LenCD and Train4Dev supported the development of the CD Learning Package (see: <http://www.lencd.org/learning>).

The CD Learning Package is an open resource on capacity development, which aims at addressing the learning needs of capacity development practitioners and serving as a resource for CD training facilitators. The process to develop the learning package has been a consultative one, involving a working group of LenCD and Train4Dev partners, working under the guidance of the learning package coordinator.

The package's core concept provides an overview of the main approaches to CD followed by development organizations. It does not intend to present a LenCD approach to CD, nor promote one approach over another, but to serve as a resource that offers users a way to assess what they will find helpful for any given context or specific need. The package 'how to' pages provide more specific guidance on how practitioners can approach different parts of the capacity development process.

The CD Learning Package was launched in December 2011 and has already been piloted in Cambodia, as well as by UNHABITAT and Train4Dev, and is currently being adopted by GIZ in the context of the Joint Learning Journey.

Against this, LenCD and Train4Dev partners have agreed to bring this initiative forward and to launch PHASE II.

PHASE II of this initiative will entail the following activities: 1) the development of a tutored e-learning course (distance learning course); 2) the establishment of a scholarship fund to support the participation of Southern practitioners; 3) translation into Spanish and French of the current CD Learning package and of the tutored e-learning course; 4) evaluation of the piloting of the CD learning package and adaptation of the facilitator's guide; and 5) Promotion of application of the CD learning package in country/regional learning events or joint learning journeys.

This objective of this work is to design, develop and manage a tutored E-Learning Course based on the Learning Package on Capacity Development. The tutored E-Learning Course on Capacity Development will make the LenCD CD Learning Package (<http://www.lencd.org/learning>) easily accessible and widely applied by LenCD and Train4Dev partners.

## 2.0 Objectives of the assignment

The assigned organization/institution will be expected to undertake the design and development work required to translate the CD Learning Package (<http://www.lencd.org/learning>) into an easily accessible and widely applied tutored e-learning course. The assigned organization will also be expected to manage the tutored e-learning course.

There are four main objectives:

- 1) Design the tutored e-learning course based on the Learning Package on Capacity Development, including the functional details (e.g. types of media & examples)
- 2) Develop a solution of the tutored e-learning course
- 3) Administer the tutored e-learning course.

The assigned e-learning course developer will carefully review the Learning Package on Capacity Development available at: <http://www.lencd.org/learning>.

The assigned e-learning course developer will consult with LenCD-Train4Dev guidance group on the initiative, to clarify the audience of the E-learning course, learning needs, expectations, and others. It will also keep consultations open with the LenCD coordinator, project manager and knowledge manager as well as the LenCD-Train4Dev guidance group to guide the development of the tutored E-learning course.

## 3.0 Description of tasks

The assigned e-learning course developer is expected to:

### **Research**

- Carefully review the Learning Package on Capacity Development available at: <http://www.lencd.org/learning>.
- Consult with LenCD-Train4Dev guidance group on the initiative, to clarify the audience of the e-learning course, learning needs, expectations, and others. Keep consultations open with the LenCD coordinator, project manager and knowledge manager and the LenCD-Train4Dev guidance group to guide the development of the e-learning course.

### **Pedagogical approach**

- Develop the concept for the e-learning course, describing the pedagogical approach, the assessment approach and the action learning principles underpinning it. Share with LenCD-Train4Dev guidance group and incorporate feedback.

### **Design proposal**

- On the basis of the concept approved by the LenCD-Train4Dev guidance group, prepare the design proposal for the tutored e-learning course.
- The design proposal should include the IT platform requirements or technology environment (system) which should be a widely used, standard one.

- The design proposal should also include the functional designs, such as the types of media & examples, the interactive learning environment, the graphic style, animations to be used, videos and/or narration, navigation tools, etc...
- Present the design proposal to LenCD-Train4Dev guidance group and revise it based on feedback from the LenCD-Train4Dev guidance group, until the final design is approved.

### **Develop the e-learning course**

- Develop the alpha version of the e-learning course and test the technical and pedagogical aspects of the course with a control group comprising LenCD-Train4Dev partners/guidance group and other capacity development practitioners.
- On the basis of the feedback received from the control group, develop a beta version of the e-learning course and test the technical and pedagogical aspects and the course with the LenCD-Train4Dev partners/guidance group and other capacity development practitioners. Incorporate comments received.
- Produce the final version of the e-learning course on capacity development and launch it online.

### **Administration of the tutored e-learning course**

- Administer the e-learning course and issue certificate/and or academic credit' to participants who successfully complete the course. The course will be a fee-based e-learning course; enrollment of CD practitioners from developing countries may be supported by a LenCD-Train4Dev scholarship depending on availability of funds.

## **4.0 Summary of Deliverables**

- The design of the tutored e-learning course on capacity development, including its functional features;
- The tutored e-learning course available online.
- Administration of the tutored e-learning course

## **5.0 Expected expertise and qualifications**

The e-learning developer(s) assigned to the project should possess the following expertise and qualifications:

- For the design: University degree or professional qualification and experience in Educational Psychology, Education Studies, Learning Methodologies, Pedagogy and Instructional Design.
- For the development: University degree or professional qualification and experience in Instructional Design, Learning Technologies, Computer Science, Information Technology and Information Systems or Management Sciences, Graphic Design or similar fields. Experience in structuring course materials for collaborative online learning and using multimedia to support learning.

- For the delivery: University degree, professional qualification or equivalent experience in online teaching and facilitation. Experience with facilitating online learning and collaboration in multicultural groups.
- Experience in, and understanding of the international development cooperation is an important asset.
- Good communication skills, fluent in English.
- The team or organization undertaking the delivery of the course should demonstrate the capacity to administer and manage online course from the participation registration phase to the distribution of certificates and support for alumni community.
- Structured approach to problem solving.

## 6.0 Proposal

Proposals should contain proposal submission form, a technical/operational proposal, and a price proposal.

Please submit your proposal **no later than 24 August 2012, 5:00 PM (Eastern Time)**

By hard copy

UNDP Knowledge, Innovation and Capacity Group  
304 East 45<sup>th</sup> Street, FF-1093  
New York, 10017 NY, USA  
Telephone: +1 212 906 ext. 6694/5086/6315/6074  
Attention: Elizabeth Opero

Or via email:

[elizabeth.opero@undp.org](mailto:elizabeth.opero@undp.org) (Email attachments must not exceed 10 MB)

## 7.0 Payment

Invoicing should take place as each milestone is completed and signed off by the LenCD-Train4Dev guidance group.

## 8.0 Other

### 8.1 Staff Changes

In the event that the assigned e-learning developer can no longer work on the LenCD-Train4Dev project, the employer must assign a web developer with an equal skill set to the LenCD-Train4Dev project. The LenCD-Train4Dev must be informed in advance of any intended changes to staffing on the project.



# PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting 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.

Dated this day /month of year

### E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

## **PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope or email attachment from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown below should be used 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.

<b>Price Schedule Form (Request for design, development and administration of a tutored E-Learning Course on Capacity Development)</b>			
Description of activity	Price in USD	Time Estimate*	Price Expiry Date

\* The Time Estimate should be based on a full project plan, complete with dates for the various activities. Kindly submit the project plan along with the completed Price Schedule Form.

**Date:** DD/MMM/YYYY

**Name:**

**Signature:**