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REQUEST FOR PROPOSAL

Hiring of Organization to Strengthened justice service delivery in Merged Districts of Khyber Pakhtunkhwa

RFP No: UNDP-RFP-2018-101

JTN: 11081

PROJECT: Strengthening Rule of Law Programme, Democratic Governance Unit, UNDP Pakistan

COUNTRY: Pakistan

ISSUED ON: 16 October 2018

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

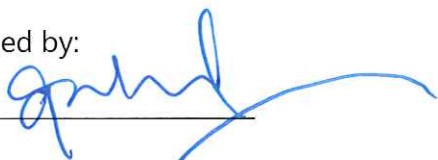
- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
 - o Section 7: Form of Performance Security

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the **"Accept Invitation"** function **on or before Monday, 29th October 2018 [12:30 PM Pakistan Standard Time OR 3:30 AM EDT]** in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:

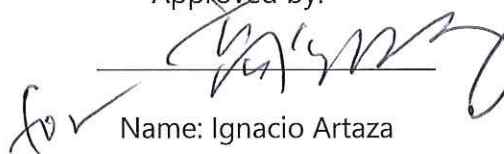


Name: Zeeshan Zahid

Title: Procurement Manager

Date: **October 16, 2018**

Approved by:



Name: Ignacio Artaza

Title: Country Director

Date: **October 16, 2018**

Section 2. Instruction to Bidders

GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at</p> <p>https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP</p> <p>(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>

3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed</p>

	as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.
PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p>

	<p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p>

	<ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p>

	<p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>

18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>

SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
Email Submission	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.

<p>e-Tendering submission</p>	<p>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p>

	<p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>

<p>29. Evaluation of Eligibility and Qualification</p>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
<p>30. Evaluation of Technical and Financial Proposals</p>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p>

	<p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p>

	<p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all</p>

Proposals	Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

	https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	<p>43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Time: 02:00 PM. Tuesday, October 23, 2018</p> <p>UNDP Sub Office Peshawar, Sifwat Ghayur Road, Peshawar.</p> <p>Venue: UNDP Sub Office Peshawar, Sifwat Ghayur Road, Peshawar.</p> <p>. Interested parties who wish to attend the pre-proposal conference are kindly requested to send the name, NIC number and company name to Muhammad Tahir ul Islam at tahir.islam@undp.org by and before 1200 hours PST 22nd October 2018, in order to obtain necessary security clearance.</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>0.33% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated".</p>

9	40	Performance Security	<input checked="" type="checkbox"/> Required Amount:10% of the Contract Value FORM: Performance Security in accordance with the template provided in Section 7 of the RFP Performance Security must be in the name of UNDP Representative (Rupee) Account and valid for 18 months. Performance Security less than above mentioned period will not be acceptable.
10	18	Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Local Currency i.e PAK Rupees In case of US\$, the UN Rate of Exchange of respective month shall apply when proposal submission period closes. The Local vendor will be paid in PKR.
11	31	Deadline for submitting requests for clarifications/ questions	Five (05) days before the submission date.
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Muhammad Tahir ul Islam - Procurement Officer Address: UNDP Sub-Office, 8-C Railway Road, University Town Peshawar, Pakistan. E-mail address: pakistan.procurement.info@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the following websites http://www.pk.undp.org/content/pakistan/en/home/operations/procurement0/ and https://etendering.partneragencies.org Please keep visiting the above websites till the closing date for additional information and updates.
14	23	Deadline for Submission	Tuesday 06 November 2018 (12:30 PM Pakistan Standard Time OR 2:30 AM EST).

			<p>PLEASE NOTE: -</p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in E-tendering module.
15	22	Proposal Submission Address	<p>To be submitted in e-Tendering system:</p> <p>https://etendering.partneragencies.org</p> <p>Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e-Tendering system Bidder User Guide and Instructional videos available on this link:</p> <p>http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
16	22	Electronic submission (e-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal submission form (Form – F) and financial proposal (Form – G) must not be provided to UNDP until requested by UNDP (see note below) ▪ Note: ▪ The Proposer is required to prepare and submit the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) in a password protected PDF file separate from the rest of the

			<p>proposal submission as indicated in the Instructions to Proposers.</p> <ul style="list-style-type: none"> ▪ Password for the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) must not be provided to UNDP until it is formally requested by UNDP focal point indicated below: ▪ tahir.islam@undp.org
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>Where the minimum passing score of technical proposal is 70%.</p>
18		Expected date for commencement of Contract	<i>November 20, 2018</i>
19		Maximum expected duration of contract	Expected duration of contract is 12 months effective from the date of signing of the contract.
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<p>Technical and Financial proposals should be submitted in separate PDF files and financial proposal must be password protected.</p> <p>Note:</p> <p>1. While entering financial proposal in the e-tendering system, always mention your bid price as PKR 1. Please do not mention the value of your financial proposal in the e-tendering system. It should only be mentioned in the Password Protected</p>

			<p>File/Attachment of Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G). The proposals of those organizations who would reveal their financial proposal value in the e-tendering system will be considered as disqualified.</p> <p>2. Contract effectiveness is linked with below mentioned conditions:</p> <ul style="list-style-type: none"> - Upon receipt of valid Performance bond and - Upon contract signing from both parties.
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Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided as provided in Form B
- Technical and Financial Proposals submitted separately
- Proposal Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum of five (05) years of professional experience in undertaking similar projects;	Form D: Qualification Form
	Minimum Two (02) relevant Contracts with National/Multinational Organizations. Provide evidence. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of PKR 30 million (\$ 242,000/- for the last 2 years). <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	210
2.	Proposed methodology, approach and implementation plan	45%	315
3.	Management structure and key personnel	25%	175
Total	100%		700

Technical Proposal Evaluation-Form 1		Maximum Points obtainable
Expertise of Firm/Organization		
1.1	Have at least one established office or sub office in Khyber Pakhtunkhwa. The Organization should provide complete information including address, and management structure.	50
1.2	Demonstrated experience of at least 05 years in project implementation and management of rule of law, access to justice and legal empowerment (list of projects, donors, project start and end dates to be attached)	70
1.3	Strength of project management support, e.g. project management control, human resources, finance and procurement structure.	20
1.4	Experience of providing services to major, multilateral, bilateral or UN agencies as well as collaboration with Government institution would be an advantage.	50

1.5	Financial strength of the organization, Quick Ratio should be 1 or more than one, provide audited financial statements for years 2015-16, 2016-17. (10 marks for each year)	20
Total 1		210

Technical Proposal Evaluation- Form 2		Maximum Points Obtainable
Proposed Methodology, Approach, activities and Implementation Plan		
2.1	To what degree does the proposer understand the objectives, target audience and main functions of Legal Aid, ADR and Access to Justice?	45
2.2	Have the important aspects of the task been addressed in sufficient detail and do they correspond to the Terms of References?	65
2.3	Is the features and functions section well defined and corresponds to the Terms of Reference?	50
2.4	Work plan: Clarity of presentation and sequencing of activity are logical, timely and technically realistic. Does it promise efficient implementation of the proposed tasks and demonstrates flexibility to adapt to local context?	85
2.5	Project Monitoring: Has the proposer indicated a monitoring plan to effectively monitor the project activities and reflected the resources / services to carry out monitoring? Are there any risks identified while implementing the project and what are the proposed mitigation measures outlined in the proposal?	70
Total 2		315

Management Structure and Key Personnel ((Names and curriculum vitae of individuals who will be involved in completing the services)			
3.1	Project Coordinator (1):		60
	Minimum Master's Degree in social sciences or related field.	20	
	Minimum 5 years of experience of working in rule of law/justice sector.	25	
	Minimum 3 years of experience in monitoring and evaluation.	10	
	Fluency in English, Urdu and knowledge of local language.	5	
3.2	Monitoring & Evaluation Officer (1):		60
	Master's Degree in social sciences or related field.	25	
	3 years relevant experience in monitoring, evaluation & reporting	30	
	Fluency in English, Urdu and knowledge of local language	5	
3.3	Community Mobilizer (1)		55
	Master's Degree in social sciences or related field.	20	

	3 years relevant experience as trainer and mobilizer in rule of law related projects	30	
	Fluency in English, Urdu and knowledge of local language	5	
Total 3:			175

Note: The marking under section-3 is dependent upon submission of complete CVs of the core team members as detailed out in the evaluation criteria. In the absence of CVs, the evaluated firm will not get any points/scores.

Section 5. Terms of Reference

Strengthened Justice Service Delivery in Merged Districts of Khyber Pakhtunkhwa (Formerly FATA)

A. Project Title

Strengthening Rule of Law Programme, Democratic Governance Unit, UNDP Pakistan

B. Project Description

The United Nations Development Programme (UNDP) is implementing the Strengthening Rule of Law Programme (SRLP) in Khyber Pakhtunkhwa Province (KP) in close collaboration with the provincial government.

The SRLP supports interventions aimed at reforming and strengthening the rule of law and access to justice. The SRLP aims to promote an enabling environment to secure peace, harmony and stability in the region. Under the SRLP, assistance is provided to the rule of law institutions to ensure effective and speedy justice services to the population. The UNDP SRLP partners with key stakeholders at the national and provincial levels i.e. judiciary, police, prosecution, bar councils, bar associations and civil society organizations. The SRLP aims to enhance confidence and trust between local communities and rule of law institutions resulting in improved law enforcement and speedy access to justice.

With the merger of FATA into KP, inhabitants of the merged areas got entitlement to approach constitutional courts in cases of violations of their constitutionally protected fundamental rights. The Provincial Government is planning to extend the whole criminal justice system which includes the formal courts system, prosecution service, bar and the also the law enforcement agencies - irrespective of the nomenclature and colour of uniform - to perform a role in line with the mainstream criminal justice system, which may include performing the same role judiciary performs in KP and elsewhere in the country. Therefore, UNDP with the funding support from the USAID, is also initiating rule of activities in the merged districts. The Rule of Law interventions in the merged districts will complement the government's efforts for extending rule of law institutions and mainstreaming the region.

C. Scope of Work & Responsibilities

The organization will be required to implement rule of law activities in merged districts (Bajaur, Mohmand, Khyber, Orakzai, Kurram, North Waziristan, South Waziristan) (Formerly FATA).

The selected organization will implement activities related to legal aid and access to justice, community outreach, capacity building of women development organizations, provision of scholarships to law students, training of trainers' event for developing a pool of master trainers on alternative dispute resolution in the merged districts. The Programme also intends to organize a conference on harmonization of formal and informal justice systems in the Merged Districts (FATA).

The organization will work in close collaboration with the Bar council, Law Schools, law enforcement agencies, community, civil society and women development organizations, district administration and government department at district and provincial level under the direct supervision of Programme Manager UNDP SRLP.

The key activities of the assignment will entail the following:

D. Expected Outputs and Supporting Activities:

Output: Strengthen Justice Service Delivery

Activity Result: Support provided to RoL and justice delivery institutions to prepare for mainstreaming.

Action: Support to Bar Councils for legal aid/assistance to the indigent particularly women, children, and minorities.

The selected organization to work closely and partner with the KP Bar Council for identification of 10 lawyers for legal aid, conduct orientation session and support to the legal aid unit of KP Bar Council for monitoring and consolidation of data and compiling reports.

Activity Result: Citizen Engagement in RoL reform process through community-based mobilization

Action: Community outreach provided to FATA citizens by lawyers and law students.

The selected organization will collaborate with the KP Bar council for identification of two lawyers in each merged district.

The selected organization through the trained lawyers and mobilizers will conduct an orientation session for the selected lawyers. The organization will train approx. 6000 community members (at least 20% women) oriented on legal rights, national laws and access to justice.

Action: Capacity of women development organizations built and networked to promote women's legal empowerment and engagement in RoL reforms process.

The selected organization will develop criteria for selection and engagement with women development organizations. The selected organization will conduct an orientation session for the selected organizations. The selected organization will develop SOPs for the network and provide space for the secretariat of the network and on rotation with other members organizations.

Action: Stipends and scholarships provided to female FATA law students and lawyers to increase presence of female justice actors in FATA.

The selected organization will develop criteria for selection and awarding scholarships and stipends to female law students and law graduates. The selected organization will advertise scholarship and stipend opportunities in at least three national dailies and displayed in all major law schools, universities and bars/courts and district administration in merged districts. The selected students will be given one-time scholarship and law graduates stipends for 6 months during apprenticeship or internship. The partner organization will identify law chambers and organizations with whom the law graduates will be placed. The selected organizations will provide scholarships to 42 female law students and stipends to 14 female law graduates.

Activity Result Jirga members provided training on mediation, ADR, human rights and fundamental rights

Action: Jirga members provided training on mediation, ADR, human rights and fundamental rights

The selected organization will organize a training of trainers (ToT) for training a pool of master trainers who will help SRLP in imparting future training. The selected organization will organize 7

trainings for alternative dispute resolution practitioners in the merged districts. Each training session will accommodate approx. 25 trainees. accommodate approx. 25 trainees.

Action: Conference organized on harmonization of traditional and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women. (FATA)

The selected organization will organize a national conference on harmonization of formal and informal justice systems in the merged districts (FATA).

Deliverables Table:

Activity	Deliverables	Details of event	Target 2018	Targets 2019
Support to Bar Councils for legal aid/assistance to the indigent particularly women, children, and minorities.	<ul style="list-style-type: none"> List of lawyers identified for the training 1 training report for lawyers with pre and post evaluation and participants feedback Signed list of participants 10 high resolution pictures Quarterly reports Monthly reports 	<p>Identification of approx. 20 lawyers (20% women) to support indigent litigants. conduct two-day orientation session for the lawyers</p> <p>Details</p> <ul style="list-style-type: none"> Total Number of Event = 1 Duration: 2-days (0900-1630 hrs) Total Number of participants = 35 full board accommodations (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. The orientation shall be facilitated by 2 facilitators, full board accommodation (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. Location: Guest House or local hotel at Peshawar Tea / Lunch: Three main dishes with salad and desserts and two times tea with cookies/snacks Stationery: flip charts, markers, folder, writing pad, pen etc., must be provided Visibility: 1 Banner (8' x 4' ft) and standard standees (2) <p>List of participants, pictures of event, visibility materials, training materials, agenda and concept note of training</p>	<p>Identification of 20 lawyers from the 6 merged districts</p> <p>Conduct two-day orientation session for the lawyers</p> <p>Provide honorarium to lawyers in 25 cases (at least 20% women) from the merged districts. Provide support to Legal Aid Unit of KPBC for 8 months to monitor progress, collect and consolidate data and prepare report</p>	<p>Provide honorarium to lawyers in 150 cases (at least 20% women) from the merged districts. Provide support to Legal Aid Unit of KPBC for 8 months to monitor progress, collect and consolidate data and prepare report</p>

		<ol style="list-style-type: none"> 1) Provide honorarium (Rs. 15,000 per case) to lawyers in 175 cases (at least 40% of women) from the merged districts. 2) Provide support to Legal Aid Unit of KPBC by providing M&E Officer (to be selected in consultation of Bar council) to monitor progress, collect and consolidate data and prepare report 3) Submit quarterly progress report on agreed format, monitoring sheets, list of participants, gender disaggregated list of beneficiaries, scan copies of cases in which support provided. 		
Community outreach provided to FATA citizens by lawyers and law students	<ul style="list-style-type: none"> • Identification of Lawyers for the training • Methodology, approach and format of community level awareness sessions • 1 Training Report with participants feedback and pre-post evaluation • List of participants (20% women) • 10 high resolution pictures of event • Event report (1 pager) of all 140 awareness sessions with at least two pictures • Detail matrix of participants 	<ol style="list-style-type: none"> 1) Identification of lawyers at least 20 lawyers to conduct community level awareness. Conduct two-day orientation to 20 lawyers <p>Details</p> <ul style="list-style-type: none"> • Total Number of Event = 1 • Duration: 2-days (0900-1630 hrs) • Total Number of participants = 20 full board accommodations (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • The orientation shall be facilitated by 2 facilitators, full board accommodation (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • Location: Guest House or local hotel at Peshawar • Tea / Lunch: Three main dishes with salad and desserts and two times tea with cookies/snacks • Stationery: flip charts, markers, folder, writing 	<p>Identification of at least 2 lawyers at each district level.</p> <p>Methodology, approach and format of community level awareness sessions</p> <p>Orientation for 20 lawyers</p> <p>Organize 23 community awareness sessions</p>	117 community awareness sessions attended by 5850 men and women community members

	<ul style="list-style-type: none"> Monthly report, Quarterly report with participants feedback 	<p>pad, pen etc., must be provided</p> <ul style="list-style-type: none"> Visibility: 1 Banner (8' x 4' ft) and standard standees (2) List of participants, pictures of event, visibility materials, training materials, agenda and concept note of training <p>2) Methodology, approach and format of community level awareness sessions to be develop and approved.</p> <p>3) Conduct 140 community level 3 hours (Morning or evening) sessions (Total participant will be 50 per session at least 40% women). Separate sessions to be conducted for men and women at an educational institute or other public facilities. The sessions shall cover basic rights, processes, laws and gender. Participants will be served with high tea (cakes, cookies and tea) OR light lunch (1 main dish). List of facilitators, event workplan, list of participants, visibility materials, pictures of events, signed participants lists, feedback of participants.</p> <p>10 monthly and quarterly reports.</p>		
Capacity of women development organizations built and networked to promote women's legal empowerment and engagement in	<p>Criteria for selections of WDOs</p> <p>Training report with participants feedback and pre-post evaluation</p>	<p>1. Develop criteria for selection and engagement with WDOs.</p> <p>2. Provide 3 days training to selected organizations (2 representative of 14 WDOs).</p> <p>Details</p> <ul style="list-style-type: none"> Total Number of Event = 1 	<p>1) 14 WDOs selected</p> <p>2) 3 days training conducting for representatives of WDOs</p> <p>3) Profiles of selected organizations</p>	<p>WDOs network established and its TORs drafted and approved</p> <p>10 monthly meeting</p> <p>-</p>

RoL reforms process.	<p>10 high resolution pictures of each event</p> <p>Profiles of selected organizations</p> <p>Monthly, quarterly report of WDOs network activities</p> <p>Minutes of monthly meetings</p> <p>1 set of TOR for WDO network</p>	<ul style="list-style-type: none"> • Duration: 3-days (0900-1630 hrs) • Total Number of participants = 28 full board accommodations (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • The orientation shall be facilitated by 2 facilitators, full board accommodation (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • Duration: 3-days • Location: Guest House or local hotel at Peshawar • Lunch per event: Two main dishes with salad and desserts • Tea per event: Two times tea with cookies/snacks • Stationery: flip charts, markers, folder, writing pad, pen etc., must be provided • Visibility: 1 Banner (8' x 4' ft) and standard standees (2) • List of participants, pictures of event, visibility materials, training materials, agenda and concept note of training <p>3). Creation of WDOs Network by establishing its secretariat to be based in bidders' office and on rotation with other members organizations (if possible)</p> <p>Details</p> <ul style="list-style-type: none"> • Development of TORs and registration of Network • Engage member organizations in project activates • The support to Network will be fixed @ Rs. 50,000 per month for a period of 12 months that may cover expenses of personal cost, office expenses, meetings (Monthly and quarterly) 	<p>4) 2 Monthly meetings</p> <p>5) TOR for Network</p>	
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Stipends and scholarships provided to female FATA law students and lawyers to increase presence of female justice actors in FATA.	<p>Criteria for support</p> <ul style="list-style-type: none"> • Advertisement of opportunities in three national dailies • Dissemination at district bars and law colleges • Constitute a committee for the selection and scrutiny of applications • Awarding ceremony • 10 high resolution pictures of ceremony • Profiles of beneficiaries • A consolidated report 	<p>1) Advertise opportunities in 3 national dailies and disseminate in law colleges and bars</p> <p>2) Constitute a committee comprised of KP Bar Council, Law Schools and develop criteria for scholarship and stipends awarding</p> <p>3) Scrutinize applications and decide on awarding scholarships and stipends</p> <p>4) Organize a distribution ceremony in KP Bar Council, at law school or a hotel attended by 100 participants. Two main dishes with salad and desserts at lunch and Two times tea with cookies/snacks</p> <p>4) Provide scholarships to 42 female law students (@ Rs. 50,000 per student – one time)</p> <p>5) Provide stipends to 14 female law graduates during apprenticeship, support in payment of license fee (stipends to be provided for a period of 8 months @ Rs. 15,000 per months per person)</p>	<p>Criteria for support</p> <p>Advertise opportunities in 3 national dailies and disseminate in law colleges and bars</p> <p>Constitute a committee comprised of KP Bar Council, Law Schools and develop criteria for scholarship and stipends awarding</p> <p>Scrutinize applications and decide on awarding scholarships and stipends</p> <p>Organize a distribution ceremony in KP Bar Council, a law school or a hotel</p> <p>Provide scholarships and stipends to 21 female law students</p> <p>Provide stipend to 14 female law graduates during apprenticeship (@ Rs. 15000 per month for a period of 2 months)</p>	<p>Advertise opportunities in 3 national dailies and disseminate in law colleges and bars</p> <p>Scrutinize applications and decide on awarding scholarships and stipends</p> <p>Provide scholarships and stipends to 21 female law students, graduates during apprenticeship and obtaining license</p> <p>Organize a distribution ceremony in KP Bar Council, a law school or a hotel</p> <p>Provide scholarships to 21 female law students</p> <p>Provide stipend to 14 female law graduates during apprenticeship (@ Rs. 15000 per month for a period of 6 months)</p>
Jirga members provided training on mediation, ADR, human	Identification of participants for training	<p>3-day Training of Trainers conducted for master Trainers</p> <p>Details</p> <ul style="list-style-type: none"> • Total Number of Event = 1 	Identification of master trainers	Identification of trainees

rights and fundamental rights	<p>7 training report with pre-post training evaluation and participants feedback</p> <p>Short profiles of participants</p> <p>10 high resolution pictures of each event</p>	<ul style="list-style-type: none"> • Duration: 3-days (0900-1630 hrs) • Total Number of participants = 25 full board accommodations (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • The training shall be facilitated by 2 facilitators, full board accommodation (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • Location: Guest House or local hotel at Peshawar • Lunch: Three main dishes with salad and desserts • Tea per event: Two times tea with cookies/snacks • Stationery: flip charts, markers, folder, writing pad, pen etc., must be provided • Visibility: 1 Banner (8' x 4' ft) and standard standees (2) • List of participants, pictures of event, visibility materials, training materials, agenda and concept note of training <p>7 Three Days training events conducted for alternative dispute resolution practitioners</p> <p>Details</p> <ul style="list-style-type: none"> • Total Number of Event = 7 • Duration: 3-days (0900-1630 hrs) • Total Number of participants = 25 full board accommodations (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals. • The training shall be facilitated by 2 facilitators, full board 	One training of trainers' event (3 days)	7 Three Days training events conducted for ADR practitioners
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		<p>accommodation (Non-local), travel expenses @ Rs. 18 per KM for non-local and Rs. 1500 for locals.</p> <ul style="list-style-type: none"> • Location: Guest House or local hotel at Peshawar • Lunch: Two main dishes with salad and desserts • Tea per event: Two times tea with cookies/snacks • Stationery: flip charts, markers, folder, writing pad, pen etc., must be provided • Visibility: 1 Banner (8' x 4' ft) and standard standees (2) • List of participants, pictures of event, visibility materials, training materials, agenda and concept note of training 		
<p>A conference organized on harmonization of traditional and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women.</p>		<p>1-day conference organized on harmonization of traditional and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women.</p> <p>Details</p> <ul style="list-style-type: none"> • Total Number of Event = 1 • Duration: 1-days (0900-1630 hrs) • Location: 4/ 5 star hotel at Islamabad (2 nights) • Total Number of participants = 60 full board to non-local), travel expenses @ Rs. 15 per KM for non-local and Rs. 1000 for locals, • Lunch: Three main dishes with salad and desserts • Tea per event: Two times tea with cookies/snacks • Stationery: flip charts, markers, folder, writing 		

		pad, pen etc., must be provided <ul style="list-style-type: none"> Engage services of an expert to prepare Concept Note, Session Plan and Moderate Conference Design and print stationary (80 folders, 80 note books, 2 banners, 2 standees) Media coverage (print 2 national newspapers and electronic media 2 national TV channels) Visibility: 1 Banner (8' x 4' ft) and standard standees (2) 		
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Schedule of payments

Deliverable Milestone

Deliverable	Milestone	Year	Time Line	Payment in PAK Rs.
1 st	<ul style="list-style-type: none"> Upon Submission of inception report including Work plan evidence for identification and approval of beneficiaries, outlining activities, onboarding of staff. Identification of lawyers for trainings Advertisement for the scholarships and stipend for Women Law students and graduate from merged districts 	2018	1 month effective from date of signing of contract	20% payment of the total contract
2 nd	Submission of report covering the following activities; <ul style="list-style-type: none"> Report of two-day orientation session for the lawyers List of cases in which honorarium is paid to lawyers. Orientation for 20 lawyers Organize 23 community awareness sessions 3 days training conducting for representatives of WDOs and submission of meetings minutes List of women to whom scholarships and stipends are paid Report on One training of trainers' event for jirga members. Submission of report on conference organized on harmonization of formal and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women 	2018	2 months effective from date of signing of contract	20% payment of the total contract

3 rd	Submission of report covering the following activities; <ul style="list-style-type: none"> List of 75 cases in which honorarium is paid to lawyers 50 community awareness sessions Minutes of 6 Monthly meetings WDO 3 training events conducted for Jirga members 	2019	6 months effective from date of signing of contract	20% payment of the total contract
4 th	Submission of report covering the following activities <ul style="list-style-type: none"> List of 75 cases in which honorarium is paid to lawyers 67 community awareness sessions Minutes of 4 Monthly meetings WDO List of 21 women to whom scholarships and stipends are paid 4 training events conducted for Jirga members 	2019	11 ½ month effective from date of signing of contract	30% payment of the total contract
5 th	Submission of Final Project report covering all activities conducted	2019	12 months effective from date of signing of contract	10% payment of the total contract

Strengthening Rule of Law in Merged Districts through Legal Empowerment and Access to Justice

S #	Activities/Results	Description of Unit	No. of Units	Year 2018	Year 2019
Section - 1 Programme Activities					
Support to Bar Councils for legal aid/assistance to the indigent particularly women, children, and minorities.					
1	Conduct two-day orientation session for the lawyers	#event*cost of unit	1	1	-
2	Honorarium (Rs. 15,000 per case) provided to lawyers to provide legal aid to indigent litigants particularly women, children, displaced persons	#of cases*honorarium per case	175	25	150
3	Provide support to Legal Aid Unit of KPBC by providing M&E Officer (to be selected in consultation of Bar council) to monitor progress, collect and consolidate data and prepare report	# of persons*#of months*cost per month	8	-	8
Community outreach provided to FATA citizens by lawyers and law students					
A	Identification at least 20 lawyers to conduct community level awareness	Lumpsum	1	1	-
B	Provide 2-day training/orientation to lawyers on mode/format and methodology of community level awareness	#of event*cost of event	1	1	-
C	Organize community level awareness sessions for men and women	# of sessions*costs per session	140	23	117

Capacity of women development organizations built and networked to promote women's legal empowerment and engagement in RoL reforms process.					
A	Develop criteria for the women development organizations and identify organizations	# Develop criteria and identify organizations	1	1	-
B	Provide 3 days training to women development organizations on SDGs, Gender, Women related laws and legal protection to women	#of event* costs of event	1	1	-
C	Creation of women development organization network and support for its secretariat	# to secretariat* lumpsum costs to secretariat	12	2	10
Stipends and scholarships provided to female FATA law students and lawyers to increase presence of female justice actors in FATA.					
A	Advertise opportunities in 3 national dailies and disseminate in law colleges and bars	Lumpsum	2	1	1
B	Constitute a committee comprised of KP Bar Council, Law Schools and develop criteria for scholarship and stipends awarding	Lumpsum	1	1	
C	Scrutinize applications and decide on awarding scholarships and stipends	Lumpsum	2	1	1
D	Organize distribution ceremony in KP Bar Council, a law school or a hotel	#of participants*costs per person	2	1	1
E	Provide scholarships to 42 female law students (@ Rs. 50,000 per student)	#of participants*costs per person	42	21	21
F	Provide stipends to 14 female law graduates during apprenticeship, support in payment of license fee (stipends to be provided for a period of 8 months @ Rs. 15,000 per months per person)	#of participants*costs per person* 8 months	14 participants for 8 Months	14 participants for (2 months)	14 participants for (06 months))
Jirga members provided training on mediation, ADR, human rights and fundamental rights					
A	Organize one 3 days ToT for master trainers to conduct future training for the jirga members	#of events*cost per event	1		1
B	Organize seven training events (3 days each) training for the jirga members	#of events*cost per event	7		7
Organize a conference on harmonization of formal and informal justice systems in the Merged Districts (FATA) and a Conference of Women Lawyers Network					
A	Conference organized on harmonization of traditional and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women. (FATA)	#of events*cost per event	1	1	

Section -2 Personnel

	Personnel	Description	No of Units
1	Project Coordinator	# of persons*# of months * salary per month	12
2	Monitoring Officer	# of persons*# of months * salary per month	12
3	Community Mobilizer	# of persons*# of months * salary per month	12
4	Finance Assistant	# of persons*# of months * salary per month	12
	Total		
	Section - 3 Management/Operations		
	Office Rent	# of month*rent per month	12
	Communication and stationary	# of month*rent per month	12
	Transportation		12

E. Institutional Arrangement

The Organization will report to Programme Manager, Rule of Law Programme, UNDP.

F. Reporting Requirements

- i. As and when required, a report on project deliverables will have to be submitted to UNDP.

G. Duration of the Work

The proposed duration for this project is **Twelve (12) months** and is expected to start tentatively on **November 1, 2018 and end on October 31st, 2019**. The actual project period will commence from the date of signing of the contract.

H. Location of Work

The activities will be implemented in newly merged districts of Khyber, Kurram, Orakzai, Bajaur, Mohmand, North Waziristan and South Waziristan. Due to presence of large number of IDPs and location of offices of district administration in adjoining districts some activities may need to be implemented in the districts adjacent to the newly merged districts.

I. Qualifications of the Successful Service Provider at Various Levels

The consultancy firm/organization must possess the following minimum requirements as follows:

- Demonstrated experience of at least 05 years in project implementation and management of rule of law, access to justice and legal empowerment (list of projects, donors, project start and end dates to be attached)
- Strength of project management support, e.g. project management control, human resources, finance and procurement structure.
- Experience of providing services for major, multilateral, bilateral or UN agencies as well as collaboration with Government institution would be an advantage.
- Should have at least one office / sub-office in Khyber Pakhtunkhwa.

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal

(Must be submitted in a password protected PDF files)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<input checked="" type="checkbox"/> Power of Attorney to the authorised representative to submit/sign the RFP submission documents and for further correspondence with UNDP on behalf of organization. <input checked="" type="checkbox"/> Technical and Financial proposals should be submitted as separate PDF files. Financial Proposal must be password protected;

- ☒ Proposer's Profile providing organogram, details of employees, CVs of key professionals, list of clients and available facilities/expertise;
- ☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer
- ☒ Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past two years 2015-16 & 2016-17.
- ☒ Certificate of Registration of the Business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.
- ☒ Official Letter of Appointment as local representative, if proposer is submitting a proposal on behalf of an entity located outside the country.
- ☒ Demonstrated Relevant experience in implementing similar activities in the past Five (05) Years. Provide proof of completion of Two (02) similar nature projects/contracts in last Five years;
- ☒ Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value the past Five (05) years for reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.
- ☒ All information regarding any past and current litigation during the last three (3) years, in which the proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded,
- ☒ CVs of all the personnel that will be assigned to this job.
- ☒ An affidavit on stamp paper that the Proposer has never been black listed by any institution / department / agency and that it has not been involved in litigation with any of its clients.
- ☒ In case of NGO, valid Memorandum of Understanding with the Economic Affairs Division (EAD) – Pakistan should be available for NGO;

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

- ☐ Contract non-performance did not occur for the last 3 years
- ☐ Contract(s) not performed for the last 3 years

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

- ☐ No litigation history for the last 3 years
- ☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
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		Name of Client:	
		Address of Client:	
		Matter in dispute:	
		Party who initiated the dispute:	
		Status of dispute:	
		Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Expertise of Firm / Organization

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>

	Reference 1: [Insert]
	Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel
(Day/Month/Year)

Date

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Password Protected Financial Proposal.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Note: This Financial Proposal Submission Form must be password protected and should not be included as part of the technical proposal.

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	[Select date]
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit the signed and stamped PDF version of financial proposal through e-tendering system.

Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should be aligned with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Strengthening Rule of Law in Merged Districts through Legal Empowerment and Access to Justice							
Sr.N.	Activities/Results	Description of Unit	No. of Units	Year 2018	Year 2019	Unit Cots (PKR)	Total Costs (PKR)
Section - 1 Programme Activities							
Support to Bar Councils for legal aid/assistance to the indigent particularly women, children, and minorities.							
1	Conduct two-day orientation session for the lawyers	#event*cost of unit	1	1			
2	Honorarium (Rs. 15,000 per case) provided to lawyers to provide legal aid to indigent litigants particularly women, children, displaced persons	#of cases*honorarium per case	175	25	150	15,000	2,625,000
3	Provide support to Legal Aid Unit of KPBC by providing M&E Officer (to be selected in consultation of Bar council) to monitor progress, collect and consolidate data and prepare report	# of persons*#of months*cost per month	8		8		
Community outreach provided to FATA citizens by lawyers and law students							
A	Identification at least 20 lawyers to conduct community level awareness	Lumpsum	1	1			
B	Provide 2-day training/orientation to lawyers on mode/format and methodology of community level awareness	#of event*cost of event	1	1			

C	Organize community level awareness sessions for men and women	# of sessions*costs per session	140	23	117		
Action 6.2.1 b. Capacity of women development organizations built and networked to promote women's legal empowerment and engagement in RoL reforms process.							
A	Develop criteria for the women development organizations and identify organizations	# Develop criteria and identify organizations	1	1			
B	Provide 3 days training to women development organizations on SDGs, Gender, Women related laws and legal protection to women	#of event* costs of event	1	1			
C	Creation of women development organization network and support for its secretariat	# to secretariat*lumpsum costs to secretariat	12	2	10	50,000	600,000
Action 6.2.1 c. Stipends and scholarships provided to female FATA law students and lawyers to increase presence of female justice actors in FATA.							
A	Advertise opportunities in 3 national dailies and disseminate in law colleges and bars	Lumpsum	02	1	1		
B	Constitute a committee comprised of KP Bar Council, Law Schools and develop criteria for scholarship and stipends awarding	Lumpsum	1	1			
C	Scrutinize applications and decide on awarding scholarships and stipends	Lumpsum	02	1	1		
D	Organize distribution ceremony in KP Bar Council, a law school or a hotel	#of participants*costs per person	02	1	1		
E	Provide scholarships to female law student	#of participants*costs per person	42	21	21	50,000	2,100,000
F	Provide stipends to 14 female law graduates during apprenticeship, support in payment of license fee (stipends to be provided for a period of 8 months @ Rs. 15,000 per months per person)	# of law graduate * 8 months * 15,000	14	14 (2 months)	14 (6 months)	120,000 (15,000x 8 months)	1,680,000
Jirga members provided training on mediation, ADR, human rights and fundamental rights							
A	Organize one 3 days ToT for master trainers to conduct future training for the jirga members	#of events*cost per event	1		1		
C	Organize seven training events (3 days each) training for the jirga members	#of events*cost per event	7		7		

Organize a conference on harmonization of formal and informal justice systems in the Merged Districts (FATA) and a Conference of Women Lawyers Network							
A	Conference organized on harmonization of traditional and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women. (FATA)	#of events*cost per event	1	1			
	Total – Section 1						
	Section -2 Personnel						
1	Project Coordinator (1)	# of persons*# of months * salary per month	12	2	10		
2	Monitoring Officer (1)	# of persons*# of months * salary per month	12	2	10		
3	Community Mobilizer (1)	# of persons*# of months * salary per month	12	2	10		
4	Finance Assistant (1)	# of persons*# of months * salary per month	12	2	10		
	Total						
	Section - 3 Management/Operations						
	Office Rent	# of month*rent per month	12	2	10		
	Communication and stationary	# of month*rent per month	12	2	10		
	Transportation		12	2	10		
	Total						
	Grand Total – Section 2 & 3						
	Management Fee (Should not exceed 7% of the total contract value)						
	Grand Total						

Currency of the financial proposal: PKR/USD

Deliverable	Milestone	Year	Time Line	Percentage	Amount PRK
1 st	<ul style="list-style-type: none"> • Upon Submission of inception report including Work plan evidence for identification and approval of beneficiaries, outlining activities, onboarding of staff. • Identification of lawyers for trainings • Identification of master trainers for the jirga member trainings • Advertisement for the scholarships and stipend for Women Law students and graduate from merged districts 	2018	1 month effective from date of signing of contract	20% payment of the total contract	
2 nd	<p>Submission of report covering the following activities;</p> <ul style="list-style-type: none"> • Report of two-day orientation session for the lawyers • List of cases in which honorarium is paid to lawyers. • Orientation for 20 lawyers • Organize 23 community awareness sessions • 3 days training conducting for representatives of WDOs and submission of meetings minutes • List of women to whom scholarships and stipends are paid • Report on One training of trainers' event for jirga members. • Submission of report on conference organized on harmonization of formal and formal justice sectors with rule of law practitioners, Jirga members, community stakeholders and women 	2018	2 months effective from date of signing of contract	20% payment of the total contract	
3 rd	<p>Submission of report covering the following activities;</p> <ul style="list-style-type: none"> • List of 75 cases in which honorarium is paid to lawyers • 50 community awareness sessions • Minutes of 6 Monthly meetings WDO • 3 training events conducted for Jirga members 	2019	6 months effective from date of signing of contract	20% payment of the total contract	
4 th	Submission of report covering the following activities	2019	11 ½ month effective from	30% payment of	

	<ul style="list-style-type: none"> List of 75 cases in which honorarium is paid to lawyers 67 community awareness sessions Minutes of 4 Monthly meetings WDO List of 21 women to whom scholarships and stipends are paid 4 training events conducted for Jirga members 		date of signing of contract	the total contract	
5 th	Submission of Final Project report covering all activities conducted	2019	12 months effective from date of signing of contract	10% payment of the total contract	

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Note: This Financial Proposal Form must be password protected and should not be included as part of the technical proposal.

Section 7: FORM FOR PERFORMANCE SECURITY

(This must be finalized using the official letterhead of the A rated Insurance Company. Except for indicated fields, no changes may be made on this template)

PERFORMANCE BOND

To,

UNDP Resident Representative, UNDP Islamabad, Pakistan:

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT

NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

This bond shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2018

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

