



Request for Proposal (RFP) (Re-Advertisement)

UNDP/RFP/2013/035

Date: 29th March, 2013

Dear Sir/Madam,

Subject: RFP for the Provision of Services to conduct Trainings of Master Trainers and Training for Data Entry Operators for Punjab Province.

You are requested to submit a proposal for conducting the **Trainings of Master Trainers and Training for Data Entry Operators for Punjab Province**, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors(Annex I)
 - ii. General Conditions of Contract..... .(Annex II)
 - iii. Terms of Reference (TOR)..... .(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
3. Your offer comprising of Technical proposal and Financial proposal, in separate sealed envelopes, should reach the following address no later than **15:00 hrs Pakistan time on 04th April 2013.**

Registry Unit
RFQ/Bids/Proposals
United Nations Development Programme
2nd Floor, Serena Business Complex, Sector G-5
Islamabad, Pakistan

Alternatively, to facilitate the submission of proposals, the submission duly stamped and signed can be done electronically in PDF format and sent to bids.pk@undp.org. Technical and Financial proposals should be sent as separate PDF files. To secure your financial offer please set up a password that will be used at a later stage once the evaluation of the Technical proposal is complete. The bidders who achieve the minimum technical score will be requested to provide passwords. Please note that the submission of documents over 5 MB is not possible in one email and if the size is large they should be named in the Subject line as Proposal for Training Services, Batch 1, Batch 2, etc.

The vendor shall bear all responsibility associated with the submission of proposals electronically through e-mail. UNDP will in no case be responsible or liable for submissions delivered after the deadline

4. If you request additional information, please write to alfonso.ortega@undp.org and cc: nasar.hayat@undp.org. UNDP would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Mr. Noor Zia
Manager Procurement
4th Floor, Serena Business Complex
G-5, Islamabad

Instructions to Offerors

A. Introduction

1. General

UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.

Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP. The RFP is for only one Lot (Islamabad and Punjab Province)

No.	Training Event	Providence
LOT 1	03-days Training of Master Trainers 02-days Training of Data Entry Operators	Islamabad and Punjab

2. Cost of proposal

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

B. Solicitation Documents

Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

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

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English/French/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/French/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /French /Spanish translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

8. Proposal form

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

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal, which in this regard is the experience of training and dealing with the training of polling officials. There are certain mandatory requirements related to this proposal as well.

The Offeror should comment on relevant project experience particularly handling the projects of similar nature, size and scope. Besides establishing the financial and technical capacity to manage

projects of similar kinds in the past, the Offeror should describe the nature and responsiveness of existing institutional structure to the requirements of TORs and Training Architecture. It should also explain how and who will impart the trainings as well as capacity to implement large scale training operation for the capacity building of polling officials physically covering all Districts in Pakistan for each of the Lots.

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

(b) **Resource plan**

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

The Offeror should indicate the quality and formation of layers of functionaries responsible for their respective operational and coordination duties. This should also fully explain the Offeror's training-specific resources such as manpower needed to design develop and implement nationwide training program for polling officials. This personnel plan shall include Team Leader, and others for the performance of this requirement. The Offeror should attach CVs of Team Leader. The Human Resource Plan should include, reflecting the requirements of work as per TORs, brief profiles indicating in what capacity they are working, what skills and expertise they possess for undertaking of the assigned work.

(c) **Proposed methodology**

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

The Offeror should formulate a time-bound, realistic and monitorable work plan detailing achievable deliverables and timelines. This should also cover the proposed implementation arrangements to ensure effective delivery of the scheme's timeline /implementation and the risks confronting the scheme while identifying the quantifiable indicators against each output. The Offeror should link description of activities to quantity, quality, time, and gender consideration, if relevant/applicable. These arrangements should also include assessment methods/strategies to be used to track and measure outcomes of the training.

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

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

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

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

10. Proposal currencies

All prices shall be quoted in **Pak Rupees**. The Bidder shall indicate on the appropriate price schedule form the Unit prices (where applicable) and total bid price of the services and goods it proposes to supply under the RFP. For bid evaluation purposes, all bids will be converted into USD using the United Nations exchange rate prevailing at the date of the opening of financial proposal.

11. Period of validity of proposals

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

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

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

- (a) The outer envelope shall be marked as: **RFP for the Provision of Services to conduct Trainings of Master Trainers and Training for Data Entry for Punjab Province**
- addressed to –

Registry Unit
RFQ/Bids/Proposals
United Nations Development Programme
2nd Floor, Serena Business Complex, Sector G-5
Islamabad, Pakistan

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

The second inner envelope shall include the price schedule duly identified as such.

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **15:00 hrs Pakistan time on 04th April 2013.**

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

No Proposal may be modified subsequent to the deadline for submission of proposals.

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

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

19. Clarification of proposals

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

20. Preliminary examination

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

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the best value for money. The contractor scoring the highest on the technical and financial proposal combined will be awarded the contract.

The total financial score per category shall be 300 points and the formula to calculate the weighted score shall be as follows:

$$\text{Financial proposal score (s)} = \frac{\text{Lowest price of the proposal}}{\text{Price of the proposal being evaluated}} \times 300$$

Total score of the contractor for one category = Technical Proposal + Financial Proposal of one category

Technical Evaluation Criteria for Project Management Plan

Summary of Technical Proposal Evaluation		Score Weight	Points Obtainable	Company/ Other Entity				
				A	B	C	D	E
1.	Expertise of Firm/ Organization submitting Proposal	20%	200					
2.	Proposed Work Plan and Approach	40%	400					
3.	Personnel	10%	100					
	Total		700					

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

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1:			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Expertise of Firm / organization								
1.1	Reputation of Organisation and Staff (Competence / Reliability)		30					
1.2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)		30					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a		20					

	chance to access specialized skills.						
1.4	Quality assurance procedures, warranty	20					
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge (Data Entry training) - Experience on Similar Programme / Projects - Work for UNDP/ major multilateral/ or bilateral programmes 	50 25 25					
	Total Part 1	200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Is the proposal based on the training architecture attached to the TOR and was this data input properly used in the preparation of the proposal?	60					
2.2	How effective is the training design and plan and whether or not it addresses the proposed training architecture?	80					
2.3	How far the logistic plan addresses the TORs of the assignment?	80					
2.4	How effectively and relevant are the monitoring mechanisms proposed?	60					
2.5	Are quality measures and checks built in the proposal?	60					
2.6	How far is the work plan realistic and according to the requirements of the TORs?	60					
	Total Part 2	400					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	Team Leader (Project Manager)		100					
	- Project Management Experience	20						
	- Professional Experience in developing and Managing of training programs	60						
	- Experience related to IT Training	20						
	Total Part 3		100					

Note: CVs of the personnel signed and dated should be attached with the proposals.

Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

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

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

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

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

25. Performance security

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

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

26. Vendor protest

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

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of

workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor.

Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the

execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

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

17. PRIVILEGES AND IMMUNITIES

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

18. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay

such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20 MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21 OBSERVANCE OF THE LAW

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

22 AUTHORITY TO MODIFY

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

Terms of Reference (TOR)

Lot 1: Punjab and Islamabad Province

1. Objective

The objective of the training is to strengthen technical and professional capacity of the Master Trainers to deliver the quality trainings to Data Entry Operators (DEO) and for the DEO to be able to implement the data entry.

2. Methodology

The training methodology adopted for the purpose is a mix of cascade and using professional trainers. Briefly a set of Master Trainers will be identified and trained through a comprehensive 3 days training session. The Master Trainer will then train the Data Entry Operator, approximately 15 people at each training at the district level.



3. Scope

UNDP will engage the firm adequately resourced with professional, technical and outreach capacity to identify and train lead trainers at provincial level and master trainers at district level and the firm will supervise the activities. In terms of the awarding the contract UNDP reserves the right either to award the contract to one or more firms.

The timeline for implementation of the trainings shall be up to 15 days. The bidder should provide sufficient evidence to complete the roll out training in the timeline required.

1) Training Material

- a) Training material (manuals and handbook) will be provided by the UNDP project.
- b) The printing of material will also be the responsibility of procuring entity (UNDP project) and printed material for the participants will be provided by UNDP and no cost is to be included for design and printing of training material in this regard.

2) Key Tasks

1. Identification of Master Trainers as per the details given in each package and in accordance with the TORs for Master Trainers given in this document.
2. Hiring of Master trainers on retainer contracts on per workshop payment basis.
3. Organizing training for Master Trainers (Including hiring of venue and provision of food, as well as the other related material such multi media, flip chart, stationary, etc.)
4. Organizing training for Data Entry Operators (including services such as provision of food, as well as the other related material such multi media, flip chart, as stationary, etc.)
5. Delivery of Training material at the site for training
6. Assign one Support Staff at each training location for the Training for Data Entry Operators.

3) Training for Data Entry Operators

- a) Develop a training plan based on the training architecture
- b) Develop a comprehensive training strategy to be developed for implementation of trainings.
- c) Develop a detailed action plan and calendar of activities.
- d) Develop a training plan for all over Pakistan
- e) Architecture enclosed with the TORs broadly defines the extent of training, which is outlined in the below table:

Sr. No.	Description of Training Event	Implementing Organizations	Events	Participants
Lot 1 (Punjab and Islamabad)				
1	3-days Training of Master Trainers (ToMT).	Org/CSOs/NGOs	2	40
2	2-days Training for Data Entry Operators.	Org/CSOs/NGOs	37	555

4) Development of Logistic Plan

- a) A logistic plan needs to be submitted for all the two categories of trainings (ToMT and TfDEO)
- b) The logistic plan must include details of the proposed venue, etc (for further clarification, please refer to the notes of the price schedules)
- c) The logistic plan must provide details of distribution of training and their Provincial/Regional/District coverage
- d) The logistic plan must include deployment plan for support staff for each training in the district.

5) Training of Master Trainers (MTs)

- a) The organization must identify Master Trainers at Provincial level (as per below given Package) as participants for the TOMTs workshop of 3 days duration each.
- b) The conduct / facilitation of the TOMTs will be done by the Module Development Team of the UNDP.

6) Training of Master Trainers (ToMTs)

- a) The organization must assign Master Trainers at District level (as per below given Package) for the TfDEOs workshop(s) of 2 days duration each. Master Trainers have to be identified according to the numbers required in each district that is given in the list attached.

- b) The organization shall conduct the ToMTs and TfDEOs workshops (as per below given package)
- c) The conduct / facilitation of the ToMTs will be done by the UNDP Trainers.
- d) The organization must engage the Master Trainers in the conduct of Training for DEOs (as per given package).

7) Monitoring of Training

- a) A comprehensive monitoring procedure needs to be devised to cover every level of training.
- b) Monitoring of individual trainers to be taken.
- c) Feedback from Trainees to be gathered.
- d) Submission of monitoring report for each of the trainings

8) Additional Tasks:

- a) Project Implementation Plan
- b) Project Monitoring Plan
- c) Weekly Progress Reports
- d) Project completion report
- e) Any other task necessary for the efficient and effective training and orientation of the master trainers.

Attachment I

District wise Master Trainers, Support Staff, and Back-Up Trainers Distribution				
S.No	District Name	No of Master Trainers to be deployed per district	No of Support Staff to be deployed per district	No of Back-Up to be deployed per district
Punjab				
1	Attock	1	1	
2	Bahawalnagar	1	1	
3	Bahawalpur	1	1	
4	Bhakkar	1	1	
5	Chakwal	1	1	
6	Chiniot	1	1	
7	Dera Ghazi Khan	1	1	
8	Faisalabad	1	1	
9	Gujranwala	1	1	
10	Gujrat	1	1	
11	Hafizabad	1	1	
12	Jhang	1	1	
13	Jhelum	1	1	
14	Kasur	1	1	
15	Khanewal	1	1	
16	Khushab	1	1	
17	Lahore	1	1	
18	Layyah	1	1	
19	Lodhran	1	1	
20	Mandi Bahauddin	1	1	
21	Mianwali	1	1	
22	Multan	1	1	
23	Muzaffargarh	1	1	
24	Narowal	1	1	
25	Nankana Sahib	1	1	
26	Okara	1	1	
27	Pakpattan	1	1	
28	Rahim Yar Khan	1	1	
29	Rajanpur	1	1	
30	Rawalpindi	1	1	
31	Sahiwal	1	1	
32	Sargodha	1	1	
33	Sheikhupura	1	1	
34	Sialkot	1	1	
35	Toba Tek Singh	1	1	

District wise Master Trainers, Support Staff, and Back-Up Trainers Distribution				
S.No	District Name	No of Master Trainers to be deployed per district	No of Support Staff to be deployed per district	No of Back-Up to be deployed per district
36	Vehari	1	1	
37	Back-up Master Trainer	5		5
	Sub-Total	41		
19	Peshawar	1	1	
20	Shangla	1	1	
21	Swabi	1	1	
22	Swat	1	1	
23	Tank	1	1	
24	Upper Dir	1	1	
25	Back-up Master Trainers	5		5
	Sub-Total	29		
FATA and Islamabad				
1	Islamabad	1	1	

Training Architecture



Attachment III

Terms of References / Selection Criteria for Master Trainers

Selection Criteria and ToRs for Master Trainers

Master Trainers	
Subject Specialist / Technical Trainer	Professional Trainer
Qualification: A University degree from a UGC recognizes institution: A degree in law will be an added advantage Experience as Master Trainer in UNDP past projects is a plus.	Qualification: A University degree from a UGC recognizes institution: Experience in adult education activities related to trainings Experience as Master Trainer in UNDP past projects is a plus
Experience: <ul style="list-style-type: none"> ▪ Prior experience of working at the District ▪ Experience in conducted IT trainings ▪ High interpersonal skills and proficiency in English and local languages essential ▪ Experience of training function management will be an added advantage ▪ Skills in Information Technology (IT) is required ▪ Advance skills in IT is preferred 	Experience: <ul style="list-style-type: none"> ▪ 8-10 years professional experience ▪ Extensive experience in conducting different kind of trainings ▪ Skills in Information Technology (IT) is required ▪ Advance skills in IT is preferred ▪ Skills in coordinating with and managing the diverse groups ▪ High interpersonal skills and proficiency in English and local languages essential
Terms of Reference: <ol style="list-style-type: none"> 1. The selected personnel will be required to attend 3 days training workshop (TOLT) to be held at Islamabad 2. They will be required to transfer training to Master Trainers in respective districts allocated to them within a stipulated period of time. 3. Conduct 2 days training workshop (TfDEPs) to be held at all district level 4. Conduct training session by creating a positive learning environment, as a resource person. 5. Oversee the maintenance of the attendance record of trainings and other job performed by the Support Staff. 6. Conducting the effective Training of Data Entry Operator by using the provided training manual as guided by the organization. 7. Coordinate with selected training company focal person and the support staff and keep up to date with training materials and with changes and developments in training plan. 	

Terms of References / Selection Criteria for Support Staff
Selection Criteria and Support Staff for TfDEO

Support Staff for TfDEO
Subject Support Staff
<p>Qualification: A University degree from a UGC recognizes institution: Experience in supporting training activities and /or providing trainings logistics Experience as administration assistant/officer in UNDP project is a plus Skills in Information Technology is preferred</p>
<p>Experience:</p> <ul style="list-style-type: none"> ▪ Prior experience of working as administration officer in non-governmental organizations (NGO) or international NGOs ▪ Experience in managing and supporting training activities ▪ High interpersonal skills and proficiency in English and local languages essential ▪ Experience of training function management will be an added advantage
<p>Terms of Reference:</p> <ol style="list-style-type: none"> 1. The selected personnel will be required to attend 2 days training for the Data Entry Operators to be held at the district 2. She/he will be responsible in setting up the venue for the TfDEO 3. She/he will be responsible in ensuring that all equipment needed for TfDEO are in place and ready to be used before the training start. The equipment included but not limited to: computers, multi media (projector and screen), printer-scanner, etc. 4. To organize the preparation, reproduction, and distribution of all training materials to the training participants 5. To arrange and ensure that all refreshments for the training are provided, and in timely manner as per the training agenda 6. To organize the stationary needed for the trainings 7. Maintaining the attendance record and the evaluation of the training 8. Conducting the effective training of master trainers by using the provided training manual as guided by the organization. 9. Coordinate with the training company person in charge on the training plan and implementation and keep up to date with training materials and with changes and developments in training plan 10. To report back to the training company on the training implantation, submit the attendance list, evaluation sheet, and other related material after the conclusion of the training.

ANNEX III-3: Template CVs for Key Personnel

Qualifications of Key Personnel. Provide the CVs for key personnel that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. <hr/>		
Signature of the Nominated Team Leader/Member		Date Signed

Annex IV

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

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

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

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

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

Dated this day /month of year

F. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE

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

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

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

Estimates for cost-reimbursable items, such as Meal, Venue Charges, and Stationary for Training, and out of pocket expenses should be listed separately under **form B of Price Schedule**.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on CD.

There can be an increase or decrease of (+/-) 25% in the scope of work for the assignment.

LOT 1 (PUNJAB AND ISLAMABAD)

I. Training of Master Trainers (ToMTs)

Sr. #	Description/Break-up of Financial Proposal	Unit	Quantity	Unit Cost (Rs.)	Total Cost (Rs.)
A.	Consultancy/Management Fee:				
A.1	Support Staff Fee	Fee per workshop	1		
A.2	Report Writing Cost	Lumpsum	1		
A.3	Management Fee	Lumpsum	1		
A.4	Travel Cost of Support Staff	Local Travel	1		
A.5	Boarding/Lodging Cost of Support Staff	Outstation Participants	1		
A.6	Other (please specify)				
A.7	Sub-Total per ToMT:				

B.	Reimbursable Costs:				
B.1	Food / Meal (Lunch + 2 Teas) for 20 participants	Days	3		
B.2	Venue Charges (for 3 days)	Training hall	1		
B.3	Stationary for training	Participants	20		
B.4	Boarding/Lodging Cost of Participants (for duration of training)	Out station Participants	20		
B.5	Transportation Cost of Participants	Two-Way Local Travel	20		
B.6	Other (please specify)				
B.7	Sub-Total per ToMT:				

Notes:

- Number of Participants to be trained: 40
- Number of Workshops/Events: 2
- Duration of the workshop is 3-days;
- Training in Islamabad
- Food/M meal arrangement should also be estimated at what of in a 3-Star venue of equivalent;
- The venue charge includes: **multi media, sound system, flip charts, printers, scanner, etc.**
- Management fee can be calculated on the basis of anticipated time of the management of the firm spent during the complete process of the assignment;

II. Training for data Entry Operators (TfDEOs)

Sr. #	Description/Break-up of Financial Proposal	Unit	Quantity	Unit Cost (Rs.)	Total Cost (Rs.)
C.	Consultancy/Management Fee:				
C.1	Resource Person Fee	Fee per workshop	1		
C.2	Support Staff Fee	Fee per workshop	1		
C.3	Report Writing Cost	Lumpsum	1		
C.4	Management Fee	Lumpsum	1		
C.5	Travel Cost of Resource Person	Local Travel	2		
C.6	Boarding/Lodging Cost of Resource Persons (if applicable)	Per duration of workshop	2		
C.7	Other (please specify)				
C.8	Sub-Total per TfDEOs:				
D.	Reimbursable Costs:				
D.1	Food / Meal (Lunch + 2 Teas) for 15 participants	Days	2		
D.2	Venue Charges for 2 days	Training hall	1		
D.3	Stationary for training & other Administrative Costs	Participants	15		
D.4	Other (please specify)				
D.5	Sub-Total per TfDEOs:				

Notes:

- Number of Participants to be trained: 555
- Number of Participants per workshop (average): 15
- Number of Workshops/Events (at district level): 37
- Duration of the workshop is 2-days;
- **Trainings to be held at the District level**
- Food/Meal arrangement should also be estimated at what of in a 1-Star venue of equivalent;
- The venue charge includes: **multi media, sound system, flip charts, printers, scanner, etc.**
- Management fee can be calculated on the basis of anticipated time of the management of the firm spent during the complete process of the assignment;

A. COST OF MANAGEMENT/CONSULTANCY

Sr. #	Title of Training	No. of Trainings	Cost per Workshop (Rs.)	Total Cost (Rs.)
1.	Training of Master Trainers (ToMTs)	02	A.7	
2.	Training for Data Entry Operators (TfDEOs)	37	C.8	
	Total Management Cost:			

B. TOTAL REIMBURSABLE COSTS

Sr. #	Title of Training	No. of Trainings	Cost per Workshop (Rs.)	Total Cost (Rs.)
1.	Training of Master Trainers (ToMTs)	02	B.7	
2.	Training for Data Entry Operators (TfDEOs)	37	D.5	
	Total Reimbursable Costs:			

GRAND TOTAL

(MANAGEMENT COST + REIMBURSABLE COST: _____