



Empowered lives.  
Resilient nations.

## REQUEST FOR PROPOSAL (RFP-BD-2015-009)

Dear Sir / Madam:

UNDP kindly request you to submit your Proposal for **Hiring Firm to deliver standard IT skills training and build capacity to secure employment in the outsourcing market place.**

**Proposals shall be submitted on or before 04:30 pm. (local time) on Sunday, May 24, 2015**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org>; using your username and password. If you have not registered in the system before, you can register now by logging in using

**Username:** event.guest

**Password:** why2change

And follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (with file name less than 60 characters) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

**PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.**

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. 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/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Thokozani Murape  
Head of Procurement  
May 07, 2015

### Description of Requirements

Context of the Requirement	As per enclosed TOR
Implementing Partner of UNDP	Urban Partnerships for Poverty Reduction Project (UPPR)
Brief Description of the Required Services <sup>1</sup>	As per enclosed TOR
List and Description of Expected Outputs to be Delivered	<p>The roll out of the pilot project will be done following the agreed plan with the company/firm, UPPR and respective community. During the duration of the training, the company/firm will monitor the progress of skills attainment and will consolidate the progress results. The results will allow for both the community and UPPR to design/ take next course of actions. Skill development training should be structured around at least 4 (four) hours of in-class training, from Saturday to Thursday, except for government holidays. Class tests/exams should be conducted at least every two weeks to evaluate against the set of agreed indicators the progress of the participants. Comparing the progress with the baseline information the extra support will be designed. It is worth mentioning that company/firm will keep open their facilities during the weekend for the exclusive use of the aspirant to have further practice time.</p> <p>This initiative should accomplish the following tasks at output level.</p> <ul style="list-style-type: none"> <li>- Identification and selection through face-to-face interviews of 40 participants, of whom 50% will be women from the approximately 240 pre-selected participants.</li> <li>- Company/firm will develop baseline through assessment of the trainees at the beginning of the training in both their proficiency of English and their technical capabilities.</li> <li>- Company will establish skill development facilities nearby the Korail slum to facilitate the easy access of the selected participants to attend facility and classes.</li> <li>- Deliver the skill development training on IT with the objective to develop skill-set to work as a freelancer in the outsourcing online market-place either in country or internationally.</li> <li>- Completion of the skills development training of 40 participants on IT, with a maximum acceptable dropout rate of 25%. A minimum of 30 participants (75%) will successfully complete the training.</li> <li>- Arrange a bidding desk within the company/firm to bid for work in online market place and distribute contracts among the participants.</li> </ul>

<sup>1</sup>A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>- Report progress on monthly basis and completion of the project with recommendation</p> <p>Successful completion of the training will be measured through the following two indicators at outcome level:</p> <ol style="list-style-type: none"> <li>1. Technical: Participants are able to be involved with 2 to 3 data entry jobs during training period.</li> <li>2. Earnings will be at least \$75/ months and 10% of graduates should be able to bid for online jobs by themselves.</li> </ol> <p>Evaluate the stretch out impact upon achieving the objective at outcome level:</p> <p>Assessing whether this training program has positive impact in the targeted slum community in the following areas:</p> <ol style="list-style-type: none"> <li>(i) Change in social status of the students and their parents and siblings;</li> <li>(ii) Students become role model in their community; and</li> <li>(iii) Women's empowerment and any change in society's perception about the participants.</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	<b>Project Manager, UPPR, UNDP Bangladesh</b>
Frequency of Reporting	<b>As indicated in the TOR</b>
Progress Reporting Requirements	<b>As indicated in the TOR</b>
Location of work	<b>As indicated in the TOR</b>
Expected duration of work	<b>The assignment should be completed within a period of maximum six (06) months.</b>
Target start date	<b>June 2015</b>
Latest completion date	<b>Within 06 months of commencement</b>
Travels Expected	<b>As indicated in the TOR</b>
Special Security Requirements	<input checked="" type="checkbox"/> <b>Not applicable</b>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<b>As indicated in the TOR</b>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> <b>Not Required</b>
Names and curriculum	

vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> <b>Local Currency: Bangladesh Taka (BDT)</b> <input type="checkbox"/> Euro
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b> <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> <b>90 days</b> <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> <b>Not permitted</b> <input type="checkbox"/> Permitted
Payment Terms <sup>3</sup>	<b>1st payment:</b> 10% of total contract value will be paid on submission and agreement on detailed training plan. <b>2nd payment:</b> 40% of total contract value will be paid submission baseline report on the assessment of the trainees. <b>3rd payment:</b> 30% of total contract value will be paid after 2 months upon reviewing and submission of the progress report of the training. <b>Final payment:</b> 20% of total contract value will be paid after completion of the training period, job placement and submission of the evaluation report and final report.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<b>Project Manager, UPPR, UNDP Bangladesh</b>
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Contract for Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b>

<sup>2</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup>UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<p><b>✓ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</b></p>
Criteria for the Assessment of Proposal	<p>Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below.</p> <p><b><u>Minimum Eligibility Criteria of the firm:</u></b></p> <ol style="list-style-type: none"> <li>1. Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.</li> <li>2. Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>3. The company/firm must have minimum 5 years of demonstrated experience, specifically on IT skills development training and has previous experience of 3 years directly working with the online market place.</li> <li>4. The company/firm must have well equipped venue with IT equipment for training facilities for 40 participants.</li> <li>5. Track Record-             <ul style="list-style-type: none"> <li>o The company/firm must have experience of providing similar type training for minimum of 3 batches including 40 participants of each batch within last 3 years.</li> </ul> </li> <li>6. Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;</li> <li>7. Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.; (Annex 3).</li> </ol> <p><b><u>Minimum Eligibility Criteria of key personnel:</u></b></p> <p><b>Lead training personnel or chief executive:</b></p> <p>The lead training personnel/ chief executive will be the key liaison focal point between UPPR and the firm. It is expected that he/she will have overall responsibility for the training curriculum design; organizing and delivering training and oversight of skill development; and oversee qualitative analysis and reporting.</p> <ol style="list-style-type: none"> <li>8. Lead Trainer must have Masters on IT/relevant subject with minimum 7 years of experience in undertaking IT related skills enhancement and 3 years of working experience in online market place.</li> <li>9. Must have at least two batches IT training facilitation and completion experience. (Detailed CV of the Lead training personnel/ chief executive outlining the relevant experience of IT skills training and working experience must be attached).</li> </ol>

**Other team members (No. of Member – 03)**

10. Team Member must have Bachelors on IT/relevant subject with minimum 2 years of experience in undertaking IT related skills enhancement. (One page CVs must be attached outlining the relevant experience of IT skills training and working experience).

**Note:** Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

**Technical Proposal (70%)**

To qualify in the technical evaluation a proposal must score minimum 70% (or 490) of the total obtainable score of 700. Obtained score will be expressed in percentage as follows,  
(total score obtained by the offer / Max. obtainable score for technical evaluation) x 100

☒ **Expertise of the Firm**

Technical Proposal Evaluation (Form 1)		Points obtainable
<b>Overall experience and qualifications of the firm</b>		
1.1	Experience of both quantitative and qualitative curriculum design	15
1.2	Experience of imparting IT training skill development training	10
1.3	Experience on freely and interactively work in online outsourcing market place	5
<b>Total</b>		<b>30</b>

☒ **Qualifications and competence of the proposed team for the assignment**

Technical Proposal Evaluation (Form 2)		Points Obtainable
<b>Expertise of the Lead Training Personnel</b>		
2.1	Experience of imparting IT training skill development training	10
2.2	Experience on freely and interactively work in online outsourcing market place	5
<b>Total</b>		<b>15</b>

☒ **Technical Strength / Experience of the Company**

Technical Proposal Evaluation (Form 3)		Points Obtainable
<b>Proposed methodology and work plan</b>		
3.1	Process, facilities, access, and capability of imparting IT skill training	15
3.2	Quality of proposed analysis framework for monitoring the progress and evaluation	10
<b>Total</b>		<b>25</b>

	<p><b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received as follows, (Lowest priced offer / Price of the offer being reviewed) X 100</p> <p><b><u>Total combined score:</u></b> (Percentage obtained on technical proposal X 70%) + (Percentage obtained on financial proposal X 30%) = Total combined and final percentage obtained</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> <b>One and only one Service Provider</b></p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors</p>
Annexes to this RFP <sup>4</sup>	<p><input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b></p> <p><input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 4)<sup>5</sup></b></p> <p><input checked="" type="checkbox"/> <b>Detailed TOR (Annex 5)</b></p> <p><input type="checkbox"/> Others</p>
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p><b>Jatan Barua, UNDP Procurement Cluster, UNDP Bangladesh</b> <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a></p> <p>If any potential company has any query about the RFP document, that has to be submitted to the UNDP contact person mentioned above through email ID <a href="mailto:bd.procurement@undp.org">bd.procurement@undp.org</a> within 17<sup>th</sup> May by 11.00 am. <b><u>"Attn. Jatan Barua- Queries on RFP-BD-2015-009"</u></b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information / Pre-Proposal Meeting	<p><b>A pre-proposal meeting will be held on <u>14<sup>th</sup> May 2015 at 11:00 am</u> at UNDP Bangladesh, IDB Bhaban, 12<sup>th</sup> Floor, Procurement Meeting Room Agargaon, Dhaka, Bangladesh.</b></p> <p><b>* For attention:</b> The Financial Proposal and the Technical Proposal files <b><u>MUST BE SEPARATE</u></b> and uploaded <b><u>SEPARATELY</u></b>.</p>

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

### A. Qualifications of the Service Provider (Minimum Eligibility Criteria)

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- |   |
|---|
| <ul style="list-style-type: none"> <li>a) Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations</li> <li>b) Business Licenses – Registration Papers, Tax Payment Certification, etc.</li> <li>c) The company/firm must have minimum 5 years of demonstrated experience, specifically on IT skills development training and has previous experience of 3 years directly working with the online market place.</li> <li>d) The company/firm must have well equipped venue with IT equipment for training facilities for 40 participants.</li> <li>e) Track Record – The company/firm must have experience of providing similar type training for minimum of 3 batches including 40 participants of each batch within last 3 years.</li> <li>f) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;</li> <li>g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List (attached).</li> </ul> |
|---|

#### **Minimum Eligibility Criteria for key personnel:**

- |  |
|--|
| <ul style="list-style-type: none"> <li>• <b>Lead training personnel or chief executive:</b></li> <li>• The lead training personnel/ chief executive will be the key liaison focal point between UPPR and the firm. It is expected that he/she will have overall responsibility for the training curriculum design; organizing and delivering training and oversight of skill development; and oversee qualitative analysis and reporting.</li> <li>h) Lead Trainer must have Masters on IT/relevant subject with minimum 7 years of experience in undertaking IT related skills enhancement and 3 years of working experience in online market place.</li> </ul> |
|--|

<sup>7</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- i) Must have at least two batches IT training facilitation and completion experience. (Detailed CV of the Lead training personnel/ chief executive outlining the relevant experience of IT skills training and working experience must be attached).
- **Other team members (No. of Member – 03):**
- j) Team Member must have Bachelors on IT/relevant subject with minimum 2 years of experience in undertaking IT related skills enhancement. (One page CVs must be attached outlining the relevant experience of IT skills training and working experience).

**B. Proposed Methodology for the Completion of Services**

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

**C. Qualifications of Key Personnel**

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	<b>100%</b>	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Team Leader				
2. Services from other team members				
a. Expertise 1				
b. Etc.				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs (of Experts)				
2. Daily Allowance (of Experts)				
3. Communication				
4. Others				

<b>III. Other Related Costs</b>				
1. Local Travel for Participants				
2. Venue Costs				
3. Reproduction & Printing				
4. Others				
<b>TOTAL Amount in USD</b>				

*[Name and Signature of the Service Provider's  
 Authorized Person]  
 [Designation]  
 [Date]*



# Declaration

Date:

**United Nations Development Programme**

UNDP Registry, IDB Bhaban, Agargaon  
Sher-E-Bangla Nagar, Dhaka, Bangladesh

**Assignment:** "Hiring Firm to deliver standard IT skills training and build capacity to secure employment in the outsourcing market place".

**Reference:** RFP-BD-2015-009

Dear Sir,

I declare that ..... is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,



***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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

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

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

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

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

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

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

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

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

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

**13.2.2.1a** corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,  
**13.2.2.2** any entity over which the Party exercises effective managerial control; or,  
**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..



## 15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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



**TERMS OF REFERENCE****For**

For IT company/ firm: To deliver standard IT skills training and build capacity to secure employment in the outsourcing market place

**A. Project Title**

Urban Partnerships for Poverty Reduction Project (UPPR)

**B. Project Description**

Approximately 40 million people in Bangladesh live in urban areas, out of which 21 per cent live below the poverty line. Poor urban households live in inadequate and insecure houses, often in unsanitary conditions. For the urban poor, difficulties in accessing employment are made worse by having little or no social protection. There is also limited access to health and education opportunities. With one of the highest urbanization rates in Asia, the situation continues to worsen for the increasing number of urban poor in Bangladesh.

**The Project**

UPPR works with communities in 23 towns and cities across Bangladesh to develop the capacity of poor women to manage their communities' development issues and tackle the needs they identify as most important. The project began in 2008 and seeks to reduce urban poverty in Bangladesh by sustainably improving the livelihoods and living conditions of 3 million poor and extreme poor people living in urban areas, especially women and children. UPPR recognises that poverty is multidimensional in nature and therefore delivers an integrated response with complementary interventions. Key outputs include:

- Urban poor communities mobilized to form representative and inclusive groups and to prepare community action plans;
- Poor urban communities have healthy and secure living environments;
- Urban poor and extremely poor people acquire the resources, knowledge and skills to increase their income and assets; and,
- Pro-poor urban policies and partnerships are supported at the national and local levels.

To achieve these outcomes UPPR works with over 2,500 Community Development Committees (CDCs). Women hold over 90% of the leadership roles in CDCs. They manage the Participatory Identification of the Poor (PIP), the development of Community Action Plans (CAPs) and oversee the implementation of community contracts. Visit <http://upprbd.org/whatwedo.aspx> for more details.

To provide this support, the Government of Bangladesh and the United Nations Development Programme (UNDP) work together to manage and implement UPPR. The Local Government Engineering Department (LGED) hosts and executes UPPR at a national level jointly with Municipality or City Corporation in the towns and cities. UNDP manages the implementation of the Project and UN-Habitat supports the components that work on improving living conditions. Beyond the contributions made by these actors, the majority of funding is provided by UKaid (GBP 67 million).

**C. Description of the Assignment**

UPPR has supported over 2,500 poor urban communities in 23 towns and cities across Bangladesh since it began operations in 2008. UPPR recognises that poverty is multidimensional in nature and delivers an integrated response with complementary interventions to lift households in poor urban settlements out of poverty. This includes mobilisation, community banking, improved water and sanitation and improved

livelihoods. The livelihood intervention is primarily focused on skills development and business start-up. The skills development intervention is facilitated through apprenticeship programmes for women and men. Evidence indicates that the majority of employment opportunities created through this apprenticeships program are based in informal sectors and nearby poor urban communities. Presently, the informal sectors are becoming saturated while formal sectors are emerging with the potential to create many opportunities for employment in the future.

Considering the present shifting trend, UPPR has started to work with private sector organizations (PSOs) for skill development and job placement. The initial coverage of this apprenticeships programme has been satisfactory, however, job placements have mostly been concentrated in the Ready-Made Garments (RMG) sector, construction sector and, to a certain extent, in ICT sectors like mobile repairing, assembling of televisions or other electronics goods etc. One of new emerging sectors at both the national and international levels is the Information Technology (IT) sector. This sector possesses immense potential and opportunity for employment and earnings because of its inbuilt scope of outsourcing in the online billion dollars market. In Bangladesh, opportunities in this growing sector have been availed by highly educated aspirants who have access to IT logistics and a good command of the English language. As a result, a large number of aspirants from the poor and extreme poor community are being excluded from availing the opportunities that the IT sector presents. Ultimately, the digital gap is becoming more prominent and continues to widen between the poor and other inhabitants. As the number of slum dwelling youth obtaining higher levels of education, like secondary, is increasing, the range of decent work opportunities for them is not expanding proportionately. Therefore, outsourcing in the online billion dollars freelance market-place could be a significant option for them. However, increasing the access to this market for aspirants from poor and extreme poor classes living in slums presents many challenges.

Therefore, UPPR now wishes to implement a pilot project which requires hiring a suitable company/ firm that will deliver the following: assess the present competency of the aspirants coming from poor and extreme poor class living in slums to engage in IT skills training; design the curriculum to attain the required competency for developing IT skill that fulfil the present requirement; plan the delivery of the training; and finally connect the aspirant in the freelance job market.

#### **D. Scope of Work**

The company/firm will identify and select forty (40) aspirants from the poor and extreme poor group living in the Korail Slum, in consultation with UPPR community groups, to test the idea of IT skills development training for slum dwellers and subsequent employment opportunities for them, primarily in data entry and web page searching. For a few of the exceptional aspirants from the training, additional training will be provided to facilitate their entry into web designing and application. The company will arrange Learning (training) and Earning centre for the selected participants near to the Korail slum. This Learning and Earning centre can be housed at the Dhaka Headquarters of the company/firm if located near Korail, or at a satellite office set up in close proximity to Korail. If the centre is new and the setting up of the centre is funded by this pilot project, then all IT logistics, furniture and other fixtures and fittings are to handed over to UPPR after completion of the training period, unless there is future agreement for its use. The training will take place over a six-month period. The first three months will comprise of active learning and the subsequent three months will comprise of both active learning and active earning in the online market. After completion of the training period, at least 10% of the participants should be able to bid for online jobs by themselves. The training course will be based on a customized training curriculum that is suitable for the targeted participants. This curriculum will either be newly developed or modified from existing company/firm's training curriculum. Once graduated, it is expected that these participants will have the capacity to secure contracts in the online market place and to earn income, with or without the direct assistance of the company/firm. An indicator of success will be the ability of the graduates to secure contracts without additional support.

#### **E. Delivery of the company/firm**

The roll out of the pilot project will be done following the agreed plan with the company/firm, UPPR and respective community. During the duration of the training, the company/firm will monitor the progress of

skills attainment and will consolidate the progress results. The results will allow for both the community and UPPR to design/ take next course of actions. Skill development training should be structured around at least 4 (four) hours of in-class training, from Saturday to Thursday, except for government holidays. Class tests/exams should be conducted at least every two weeks to evaluate against the set of agreed indicators the progress of the participants. Comparing the progress with the baseline information the extra support will be designed. It is worth mentioning that company/firm will keep open their facilities during the weekend for the exclusive use of the aspirant to have further practice time.

This initiative should accomplish the following tasks at output level.

- Identification and selection through face-to-face interviews of 40 participants, of whom 50% will be women from the approximately 240 pre-selected participants.
- Company/firm will develop baseline through assessment of the trainees at the beginning of the training in both their proficiency of English and their technical capabilities.
- Company will establish skill development facilities nearby the Korail slum to facilitate the easy access of the selected participants to attend facility and classes.
- Deliver the skill development training on IT with the objective to develop skill-set to work as a freelancer in the outsourcing online market-place either in country or internationally.
- Completion of the skills development training of 40 participants on IT, with a maximum acceptable dropout rate of 25%. A minimum of 30 participants (75%) will successfully complete the training.
- Arrange a bidding desk within the company/firm to bid for work in online market place and distribute contracts among the participants.
- Report progress on monthly basis and completion of the project with recommendation

Successful completion of the training will be measured through the following two indicators at outcome level:

1. Technical: Participants are able to be involved with 2 to 3 data entry jobs during training period.
2. Earnings will be at least \$75/ months and 10% of graduates should be able to bid for online jobs by themselves.

Evaluate the stretch out impact upon achieving the objective at outcome level:

Assessing whether this training program has positive impact in the targeted slum community in the following areas:

- (i) Change in social status of the students and their parents and siblings;
- (ii) Students become role model in their community; and
- (iii) Women's empowerment and any change in society's perception about the participants.

Deliverables	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required(Indicate designation of person who will review output and confirm acceptance)
Output level	3 months		Payment will be made upon revision and



Outcome level	3 months		confirmed acceptance by International Project Manager
Evaluation level	15 days		
Final report	7 days		

#### **F. Activities**

The broader activities listed below do not have to be viewed as exhaustive. The company/firm is welcomed to propose additional activities that will enhance the goal of successful completion of IT skills training and securing of employment in the online market-place for the target population.

1. Select the participants from Korail slum. The selection process of the aspirant for IT skills development training will be done in consultation with the UPPR team and respective community groups. The community will complete the pre-selection of participants. From the list of pre-selected participants, the company/firm will then screen out forty (40) suitable participants.
2. Motivate and sensitize the aspirant to regularly attend class throughout the entire duration of the training period and to complete the training programme within the given duration.
3. Design the database and develop the database of the selected participants.
4. Locate the training facilities near Korail slum
5. Organize all the IT logistics, fixtures and fittings related to training delivery and rent the training premises to set up training facilities near Korail.
6. Organize human resources (Technical, Training and English mentor, Curriculum Developer, Bidder, Managers and admin support, IT support, Support stuff) and other facilities (Electricity, Internet connectivity etc.) for conducting IT skill training and English language training.
7. Deliver training on regular basis.
8. Provide regular monitoring of the progress and report to UPPR on monthly basis. Take corrective actions when the progress is not at the acceptable level.
9. Bid for work in online market place and distribute the work among the trainees.
10. Provide compensation BDT 2000/participants/month to each participant over the six-month training period which will be included in the Financial Proposal of the bidder.
11. Arrange refreshments (BDT 40 for each trainee) for each training day, and adjust the cost with their compensation which will be included in the Financial Proposal of the bidder.
12. Conduct final evaluation of the project and submit the evaluation report, along with completion report, to UPPR
13. Provide certificate to participants after completion of the course.

#### **G. Institutional Arrangement**

The International Project Manager will manage the pilot initiative, with technical assistance and supervision provided by the UNDP Country Office team and under the overall guidance of the National Project Director. The UPPR Operations Manager will provide contractual oversight.

#### **H. Duration of the work and payment schedule**

This pilot initiative will take place over six months started from June-November 2015. The company will work from their office/training centres, with field visit to Korail slum in Dhaka and regular meetings with UPPR to review the progress.

##### **Tentative payment schedule**

1st payment: 10% of total contract value will be paid on submission and agreement on detailed training plan.

2<sup>nd</sup> payment: 40% of total contract value will be paid submission baseline report on the assessment of the trainees.

3<sup>rd</sup> payment: 30% of total contract value will be paid after 2 months upon reviewing and submission of the progress report of the training.

4<sup>th</sup> payment: 20% of total contract value will be paid after completion of the training period, job placement and submission of the evaluation report and final report.

#### **I. Competencies:**

##### **Corporate Competencies:**

- Demonstrates integrity and UN's values and ethical standards (human rights, peace, understanding between peoples and nations, tolerance, integrity, respect, results orientation (UNDP core ethics) impartiality;
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

##### **Functional Competencies**

- Demonstrate openness to change, flexibility and ability to manage complexities;
- Development and knowledge on poverty reduction (especially in urban context);
- Proven experience of delivery of IT skill development training and assessing capacity development of the participants;
- Proven ability to write very high quality reports (in the English language);
- Proven strong written, networking and communication skills

#### **J. Qualifications of the Successful Company**

The key qualifications of the company are listed below. Companies/Firms are welcome to propose additional team members.

Company profile, network, experience and CV of the personnel must demonstrate competence against these requirements. Failure to demonstrate the experience of the consultant against the eligibility criteria will result in rejection of the proposal.

##### **Minimum eligibility criteria of the firm:**

- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured) – describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Business Licenses – Registration Papers, Tax Payment Certification, etc.
- The company/firm must have minimum 5 years of demonstrated experience, specifically on IT skills development training and has previous experience of 3 years directly working with the online market place.
- The company/firm must have well equipped venue with IT equipment for training facilities for 40



participants.

- Track Record-
  - The company/firm must have experience of providing similar type training for minimum of 3 batches including 40 participants of each batch within last 3 years.
- Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.; (Annex 3).

**Minimum eligibility criteria of key personnel:**

**Lead training personnel or chief executive:**

The lead training personnel/ chief executive will be the key liaison focal point between UPPR and the firm. It is expected that he/she will have overall responsibility for the training curriculum design; organizing and delivering training and oversight of skill development; and oversee qualitative analysis and reporting.

- Lead Trainer must have Masters on IT/relevant subject with minimum 7 years of experience in undertaking IT related skills enhancement and 3 years of working experience in online market place.
- Must have at least two batches IT training facilitation and completion experience. (Detailed CV of the Lead training personnel/ chief executive outlining the relevant experience of IT skills training and working experience must be attached).

**Other team members (No. of Member – 03):**

- Team Member must have Bachelors on IT/relevant subject with minimum 2 years of experience in undertaking IT related skills enhancement. (One page CVs must be attached outlining the relevant experience of IT skills training and working experience).

**Note:** Proposers must submit necessary documents to substantiate above eligibility criteria. Proposals which shall not submit/meet above mentioned eligibility criteria will not be considered for further evaluation.

**K. Scope of Price Proposal and Schedule of Payments**

**Lump Sum Amount:**

Required budget/cost of the successful company/firm will be fixed and bids should be submitted on this basis. No adjustment will be given for the period and will be determined by the specified outputs as per this ToR. The cost should take into account all HR costs and professional fees, travel costs, subsistence and ancillary expenses.

**L. Recommended Presentation of Offer**

Interested company/firm must submit the following detailed proposal to demonstrate the qualifications of the prospective company/firm, in order to enable appraisal of competing bids. This should include technical and financial proposals, details of which are listed below.

**Technical Proposal**

1. Company/Firm information – Name of Company/Firm and details of registration, address and bank account; business registration certificate and corporate documents (Articles of Association or other founding authority); description of present activities and most recent annual report (including audited financial statements), if applicable;

2. Relevant Experience – Description of experience in projects of a comparable nature, with specific description of technical specialization of the Company/Firm in undertaking IT skills development training and working experience in online market-place, and list of current and past assignments of the Company/Firm;

3. Process - The Technical Proposal must contain a detailed description of the process the company/firm intends to follow to complete the tasks, including a detailed work plan and time schedule for completion/delivery of the final product, which after selection of the company /firm, will be agreed upon by the Project in consultation with the Advisory Panel of Experts in the early stages of the commencement.

4. Human Resources - The Technical Proposal must contain a list and detailed information on the proposed Human Resources that will be utilized for the task, including their respective qualifications and relevant experience/exposure and required expertise/skills to complete the tasks (i.e. imparting training, online working experiences analysis, training field management, etc.)

5. Tools and Methodologies – The company/firm must outline the process and approach for imparting qualitative IT skill development training, with ensuring the participation of aspirant, community and UPPR. It should also outline the process of the monitoring and evaluation. Finally a detailed procedure and timeline for connecting the aspirant to the online job market and supporting them beyond the completion of training.

6. Quality assurance – The company/firm must outline how it will ensure quality at all stages of the project, with a particular emphasis on training, monitoring, and job placement. This will be subject to review by UPPR during project implementation.

7. Risk management – The company/firm must identify key risks and outline how it will mitigate against them.

Two references must be provided by the company/firm from previous projects independently undertaken or done in partnership with other company/firm. These should be from within the past two years and should relate to projects on which proposed team members worked.

**Financial Proposal (including fee, establishment cost, recurrent cost, and other relevant expenses)**

(i) The Financial Proposal shall specify a total delivery amount (in USD or BDT) that includes human resource fees and all associated costs, i.e. travel cost, subsistence per diems, printing costs, consultation workshop costs and overhead recharges.

(ii) In order to assist UNDP in the comparison of financial proposals, the financial proposals will include a breakdown of this amount that discloses the key assumption employed in costing the working.

The cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.

**M. Criteria for Selection of the Best Offer**

Individuals will be evaluated based on the following methodologies:

**Combined Scoring method:**

When using this weighted scoring method, the award of the contract should be made to the individual company/firm whose offer has been evaluated and determined as:

a) Responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

\* Technical Criteria weight; 70

\* Financial Criteria weight; 30

Only candidates obtaining a minimum of 49 points in the technical evaluation will be considered for the Financial Evaluation

Criteria	Weight	Max. Point
<b>Technical</b>	<b>70</b>	
<b>I. Expertise of Company/Firm</b>		
Experience of both quantitative and qualitative curriculum design	15	
Experience of imparting IT training skill development training	10	
Experience on freely and interactively work in online outsourcing market place	5	
<b>II. Expertise of the Lead Training Personnel</b>		
Experience of imparting IT training skill development training	10	
Experience on freely and interactively work in online outsourcing market place	5	
<b>III. Methodology</b>		
Process, facilities, access, and capability of imparting IT skill training	15	
Quality of proposed analysis framework for monitoring the progress and evaluation	10	
<b>Financial</b>	<b>30</b>	
<b>Total</b>	<b>100</b>	