

United Nations Development Programme



REQUEST FOR PROPOSAL

Engagement of Organization/Firm to establish Legal Aid Desks for improving access to justice and legal services for key populations

RFP No: Pak-HIV-UNDP-RFP-2022-002

Project: HIV Global Fund Project UNDP

Country: Pakistan

Issued on: 15 June 2022

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SECTION 1. LETTER OF INVITATION

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

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


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

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals i.e **Tuesday 5th July 2022 (3:00 PM Pakistan Standard Time) OR 06:00 AM EDT** set out in Bid Data Sheet, through UNDP E-Tendering System <https://etendering.partneragencies.org>

Please acknowledge receipt of this RFP by sending an email to pakistan.procurement.info@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the “**Accept Invitation**” function on or before **Thursday 23rd June 2022** in e-Tendering system. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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


Issued by:

DocuSigned by:

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Name: Osama Hussian
Title: PSM Specialist
Date: **June 13, 2022**

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Approved by:
(for)

DocuSigned by:

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Name: Knut Ostby
Title: Resident Representative
Date: **June 13, 2022**

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SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS

1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organisation or the World Bank Group or any other international Organisation. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organisations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the</p>

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	Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the</p>

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	<p>instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event if the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organisation of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p>

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	<p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in</p>

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	<p>writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>
SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract</p>

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	Terms and Conditions.
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> g) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states “<i>Not to be opened before the time and date for proposal opening</i>” as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p>
Email Submission	<p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
e-Tendering submission	<p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The

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	<p>password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process,</p>

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	<p>even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27.Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28.Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29.Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30.Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated</p>

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	<p>in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>31. Due Diligence</p>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;

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	f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check, and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>

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AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute enough grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_PO_PP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_PO_PP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.d

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

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SECTION 3. BID DATA SHEET

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>The Pre-Proposal Meeting will be held online on ZOOM on Wednesday 22nd June 2022 from 11:00 AM PST till 01:00 PM PST. The ZOOM Meeting link is given below:</p> <p>https://undp.zoom.us/j/82890744562</p> <p>Interested parties will send their requests to attend this Pre-Proposal meeting at pakistan.procurement.info@undp.org by and before 1200 hours PST Tuesday, 21st June 2022, in order to add in Zoom Call. Please mention RFP Reference number in subject line of email.</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	<p>Will be imposed as follows:</p> <p>0.33% of total value of the contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.</p>
9	40	Performance Security	<p><input checked="" type="checkbox"/> Required</p> <p>Amount: 10% of the Contract</p> <p>FORM: Performance Security in accordance with the template provided in Section 7 of the RFP</p> <p>Performance Security must be in the name of UNDP Representative (Rupee) Account or UNDP Representative (Dollar) Account and valid for Eighteen (18) Months:</p>

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			Performance Security for less than the above-mentioned period will not be acceptable.
10	18	Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> Local Currency i.e. PAK Rupees In case of US\$, the UN Rate of Exchange of respective month shall apply when proposal submission period closes. The Local vendor will be paid in PKR.
11	31	Deadline for submitting requests for clarifications/ questions	Five (05) days before the submission date.
12	31	Contact Details for submitting clarifications/questions	Sadia Ali Procurement Officer pakistan.procurement.info@undp.org 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.
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	http://www.pk.undp.org/content/pakistan/en/home/operations/procurement AND https://etendering.partneragencies.org Please keep visiting the above websites till the closing date for additional information and updates.
14	23	Deadline for Submission	Tuesday 5th July 2022 (3:00 PM Pakistan Standard Time OR 6:00 AM EDT). PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue in submitting your bid at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in E-tendering module.

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15	22	Proposal Submission Address	<p>To be submitted in e-Tendering system: https://etendering.partneragencies.org</p> <p>Note: Detailed instructions on how to register, submit, modify or cancel a bid in the eTendering system are provided in the e-Tendering system Bidder User Guide and Instructional videos available on this link:</p> <p>http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
16	22	Electronic submission (e-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal submission form (Form – F) and financial proposal (Form – G) must not be provided to UNDP until requested by UNDP (see note below) ▪ Note: The Proposer is required to prepare and submit the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) in a password protected PDF file separate from the rest of the proposal submission as indicated in the Instructions to Proposers. ▪ Password for the Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G) must not be provided to UNDP until it is formally requested by UNDP focal point indicated below: Sadia Ali/Procurement Officer/UNDP Pakistan, sadia.ali@undp.org
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>Where the minimum passing score of technical proposal is 70%.</p>
18		Expected date for commencement of Contract	<i>August 1, 2022</i>
19		Maximum expected duration of contract	Expected duration of work is sixteen (16) Months, starting from the date as per the work plan, subject to signing of contract.
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services

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			http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	<ul style="list-style-type: none"> ▪ Contract effectiveness is linked with below mentioned conditions: <ul style="list-style-type: none"> - Upon receipt of valid Performance Security and - Upon contract signing from both parties. <p>Note: While entering financial proposal in the e-tendering system, always mention your bid price as PKR 1. Please do not mention the value of your financial proposal in the e-tendering system. It should only be mentioned in the Password Protected File/Attachment of Financial Proposal Submission Form (Form – F) and Financial Proposal Form (Form – G). The proposals of those organisations who would reveal their financial proposal value in the e-tendering system will be considered as disqualified.</p>

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SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum documents provided as mentioned in Form B
- Technical and Financial Proposals submitted separately
- Proposal Validity
- Proposal Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

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

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

Previous Experience	<p>(a) The proposer should be a legally registered entity (not a sole proprietor) under the laws of Pakistan.</p> <p>(b) The organization must have minimum 5 years of experience of HIV experience and work experience in sensitization and capacity building with various groups including health care workers.</p> <p>(c) At least Three (03) assignments each of value PKR 18.5 Million (For Local Firms) or USD 93,750/- (For International Firms) in last 5 years (2016-2017,2017-2018,2018-2019, 2019-2020,2020-2021) in provision of similar services to marginalised and vulnerable populations. Please provide evidence of these contracts.</p> <p>Bidders to provide copies of those Contracts/Assignments as an evidence. Provide three satisfactory performance certificates along with the duration of each assignment</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Additional Qualification Criteria	Valid Memorandum of Understanding (MOU) with the Economic Affairs Division (EAD) – Pakistan or the evidence of application submitted to EAD in case MOU is not readily available. Applicable for NGOs only.	
Financial Standing	<p>Minimum average annual turnover of PKR 19.8 Million (For Local Firms) or equivalent USD 100,000 (For International Firms) for the last 05 years. (2016-2017,2017-2018,2018-2019, 2019-2020,2020-2021)</p> <p>Financial Turnover will be calculated from the Audited Financial Statements</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Financial stability (Last 05 years Audited Account (2016-2017,2017-2018,2018-2019, 2019-2020,2020-2021); Quick Ratio should be 1 or more than 1.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

TECHNICAL EVALUATION CRITERIA

IV. Technical Evaluation Criteria			
Summary of Technical Proposal Evaluation		Score Weight	Points Obtainable
Expertise of Firm/ Organization submitting Proposal		30%	210
Proposed Approach / Technical proposal		30%	210
Personnel		40%	280
Total			700
Form 1 Technical Proposal Evaluation			Points obtainable
Expertise of the Firm/Organisation			
1.1	a) A summarized, 3-page corporate profile, organogram with detailed profiles of senior management staff, (25 Marks) b) Details of facilities and resources (offices, employees, linkages), and length of overall <i>experience</i> in human rights, social inclusion, access to justice and legal awareness raising/sensitization of vulnerable and marginalised populations (25 Marks)		50
1.2	Relevant Experience: legal services and awareness raising/sensitization projects, or similar projects, minimum three relevant Contracts with National/Multinational Organizations (Provide proof of service with name of the organization and amount of contract 15 marks for each contract. (45 Marks)		45
1.3	Minimum Three (03) years of work experience on access to justice and related issues of marginalized and vulnerable communities, including, but not limited to, key populations and people living with or at risk of HIV (15 Marks for each year) 45 Marks		45
1.4	Demonstrated experience in the all provinces of Pakistan, particularly Sindh & Punjab (35 Marks)		35
1.5	Excellent knowledge and understanding of legal needs & environment, particularly issues and challenges related to vulnerable and marginalised populations' access to justice (including key populations and people living with or at risk of HIV) in delivering the project in each province (Sindh & Punjab) (35 Marks)		35
Sub total			210
Form # 2			
Technical Proposal Evaluation			Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the proposer understand the objectives, target audience and main outcomes of the activity?		20
2.2	Have the important aspects of the task been addressed in sufficient detail and do they correspond to the Terms of References?		40
2.3	Have the important aspects of the task been addressed in sufficient detail and do they correspond to the Terms of Reference? e.g. Proposed Methodology & Approach (Knowledge of in Pakistan's context and interventions coupled with experience in working on related issues of access to		70

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	justice for marginalised and vulnerable populations (including those of key populations and people living with or at risk of HIV)	
2.4	Work plan: Clarity of presentation & sequencing of activity are logical, timely and technically realistic. Does it promise efficient implementation of the proposed tasks and demonstrates flexibility?	80
	Sub total	210

Technical Proposal Evaluation Form 3		Points Obtainable
3. Management Structure and Key Personnel		
3.1	Project Manager	100
	Masters' degree in law, Social Sciences or relevant field Suitability for the Project	30
	At least 3 years of experience on access to justice and related issues of marginalized and vulnerable communities, including, but not limited to, key populations and people living with or at risk of HIV	15
	Professional Experience in specialization – design and provision of legal services, and awareness raising/sensitization on access to justice issues for marginalized and vulnerable communities (including key populations and people living with or at risk of HIV)	10
	Knowledge of and experience of engagement with multi-stakeholders and marginalised and vulnerable communities (including key populations and people living or at risk of HIV) and relevant challenges and issues in the areas of access to justice, human rights, and social inclusion	10
	Language Qualifications	10
	Good level of technical expertise in establishing/setting up and management of interventions that provide legal services to marginalised and vulnerable populations (including key populations and people living with or at risk of HIV)	15
	Knowledge of the subject	10
3.2	Project Officer	90
	Educational Qualifications - Bachelor's degree in law, Social Sciences, or related field	30
	At least 3 years of experience of similar projects on human rights, social inclusion and legal services to marginalised and vulnerable populations (including key populations)	60
3.3	Legal Aid Desk Officers (x10)	55
	Educational Qualifications - Bachelor's degree in law, Social Sciences or related field	30
	At least 2 years' relevant experience in provision of legal services to marginalised and vulnerable communities (including key populations and people living with or at risk of HIV)	60
	Engagement with marginalised and vulnerable populations through strong networks/linkages and outreach on access to justice issues, legal and human rights and social inclusion.	
	Total Part: 3	280

SECTION 5. TERMS OF REFERENCE

National firm to establish Legal Aid Desks for improving access to justice and legal services for key populations

1. A. Project Title

Accelerated response to HIV through effective prevention, treatment, care and support interventions for Key Populations and surveillance in high risk areas

2. B. Project Description

Pakistan has received investments from the Global Fund since 2003 for a cumulative amount of USD 697 million. Despite significant progress of the accelerated response to HIV through effective prevention, treatment, care and support interventions for Key Populations (KP), Pakistan remains a country with high prevalence given the epidemiological context.

The country continues to have concentrated HIV epidemic among KP, namely: men having sex with men (MSM), people who inject drugs (PWID), transgender populations (TG), sex workers (male, female and transgender). As per Spectrum estimates for the year 2020, Pakistan has an estimated 183,705 people living with HIV (PLHIV), of which 91% live in Punjab and Sindh, the most populous and highest HIV burden provinces in the country. The highest proportions of the estimated population of PLHIV are to be found among PWID (22.9%) and MSM (17.2%). Disease progression trends show an escalating epidemic in KP with a faster rate among sexual networks especially MSM and sex workers.

Overall KP prevention and testing program coverage remains among the lowest in the Asia Pacific region. It was estimated that in 2018 no more than 14% of PLHIV in Pakistan knew their status; clearly well below the 90% target for fast-tracking the response. The UNAIDS Global AIDS Update 2019 indicated that KP prevention programs in Pakistan to be “faltering”. The extremely low testing coverage for MSM (non-SW) is of particular concern given the estimated population size and their projected proportion of disease burden as the epidemic progresses. Among key populations, 3 subgroups show a faster rate of HIV progression with new infections predominantly occurring through male-to-male sex (45%), needle sharing among PWID (26%), and sex work (6%). Program implementation is challenging given a context of criminalization, stigma and discrimination, the socio-economic, geographic, human rights, gender and age-related barriers and inequities in access to health services. The COVID-19 pandemic has imposed an additional burden to tackling these issues.

Goals, Strategies and Activities

The goals of the Program are as follows:

- To address low prevention and testing coverage among KP by scaling up community-based interventions
- To address barriers to treatment access and initiation by phased introduction of treatment for all, devolving treatment maintenance services and stigma and discrimination training for health care workers
- To strengthen the national M&E system to improve cascade monitoring

The objectives of the Program include the following:

- To increase coverage of the prevention services for MSM by 39% (of PSE) by 2023 from the 2019 baseline

- To increase coverage of the prevention services for FSW (of PSE) by 44% by 2023 from the 2019 baseline
- To increase coverage of the prevention services for TG (of PSE) by 56% by 2023 from the 2019 baseline
- To increase coverage of the treatment services for PLHIV by 35% (of the estimated PLHIV) by 2023 from the 2019 baseline

The strategies of the Program include, but are not limited to, the following:

- Improving Treatment, Care and Support by training and improving services provided at ART sites, monitoring of treatment through periodic viral load testing and addressing Lost to Follow Up (LTFU)
- Reaching KP (MSM, FSW and TG) with HIV prevention programs, through static drop-in centres and through Outreach Workers (ORWs) who are peers of the same population
- Differentiated HIV Testing Services through Facility-based testing, Community-based testing and Self-testing
- Reducing human rights-related barriers to HIV/TB services through a focus on stigma and discrimination faced by KP and PLHIV
- RSSH: Health Products Management Systems through storage distribution services and capacity strengthening of regulatory and quality control systems.
- RSSH: Health Management Information Systems and M&E through routine reporting, program /data quality control and surveys
- Community system strengthening through community-led advocacy, research and community-based monitoring mechanism
- Program Management focusing on coordination and management of national disease control programs with provinces and establishing a technical support unit

UNDP is looking to engage a legal firm to establish of legal desks in Sindh and Punjab to provide basic HIV legal services that can protect and promote the rights of persons living with or at risk of HIV to enable and improve their access to justice, and contribute towards the overall strategic goals on Pakistan's AIDS Strategy IV (PAS IV) on addressing low prevention, testing and treatment coverage amongst key and at risk-populations in Pakistan.

HIV-related legal services can help build and sustain an environment for effective HIV testing, treatment, and prevention. With access to legal services (including referral mechanisms), people living with, at-risk-of and key populations can secure and protect their legal rights and provide practical solutions to HIV-related legal and social challenges.

The overall aims of this intervention/activities is to engage people living with or at risk of HIV and key populations and their communities, which include:

- Improving and supporting access to legal services for people living with or at risk of HIV as well as key populations;
- Promoting HIV related legal services that such marginalised populations can access; and
- Establishing critical linkages between people living with or at risk of HIV and key populations and legal service providers/stakeholders (LEAs, legal counsellors, and judiciary, amongst others)

In Pakistan, key populations and people living with or at risk of HIV face barriers in access to justice in general, due to prevalent stigma and discrimination which excludes them from the ambit of legal services. Added to this is the lack of awareness amongst them and duty bearers across the continuum of the legal environment on specific issues of these vulnerable and marginalised communities.

While addressing stigma and discrimination in general, it can be observed through many efforts across the world that engagement with stakeholders – both within and beyond the legal environment, including civil

society voices – can reduce biases and prejudices against key populations and people living with or at risk of HIV as well as improve access to justice.

This can be observed from successful interventions in African contexts, particularly Kenya and South Africa, where legal empowerment programs have successfully engaged with key populations to equip them with critical awareness through legal advice, mediation services, sensitization on social protection and legal/rights-based education. This was achieved particularly through collaborative efforts with NGOs to work with communities on issues impeding health care and undermining access to social protection services, eliminate barriers between health care providers and communities and legal professionals and communities. In particular, initiatives on awareness raising around women's legal rights (property and inheritance) have decreased their vulnerability to HIV and efforts to counter police harassment of criminalized populations have provided such groups with better access to harm reduction services.²

Provision of support to either government or civil society-run legal aid/social protection clinics or desks and redressal mechanisms can provide a solid basis for future institutionalization and sustainability. Partnering with a progressive government or NGO legal/social protection service centre to improve key populations' access to justice – whether directly through legal aid or empowerment through sensitization and training representatives as paralegals or legal counsellors has been observed as effective in challenging attitudes and behaviours of LEAs, health care providers and other stakeholders.³

These initiatives, in part, can be replicated (with the required adaptations) to the Pakistani context as best practices through engagement of civil society (and other stakeholders) to bridge the gap between service provision and rights-holders under this intervention.

Scope of Work

UNDP Pakistan intends to engage an institution/firm as an implementing partner to:

- Establish 10 legal aid desks in target areas of Punjab and Sindh to enable and improve access to justice for people living with or at risk of HIV as well as key populations including, but not limited to, selection of target districts/areas, qualified personnel for legal aid desks, communication tools (including but not limited to, internet access, relevant tools/apps, telephone, etc.) and provision of space and relevant infrastructure etc.
- Provide legal services to key populations and people living with or at risk of HIV with relevant legal services, including, but not limited to, legal counselling, referral, awareness raising on human rights, national and provincial laws, or any needs of clients arising from the mapping/desk review and agreed with UNDP and key partners (UNAIDS, key populations and people living with or at risk of HIV and relevant CBOs)
- Engage with key partners and stakeholders (including UNAIDS, UNDP, relevant government departments communities, civil society, and communities) through a comprehensive consultative and/or planning process for the establishment of legal aid desks in Punjab and Sindh to improve access to justice and related services for people living with or at risk of HIV as well as key populations.
- Provide relevant support and oversight of legal aid staff including capacity building training and sensitization, performance targets, reporting (including monitoring and evaluation), transparency and accountability mechanisms, linkages with relevant institutions, services and liaison with communities of key populations and persons living with or at risk of HIV in consultation and agreement with UNDP Pakistan (and key partners such as UNAIDS).

Eligibility Criteria of Selection of Enterprises:

² 'Bringing Justice to Health: The impact of legal empowerment projects on public health', Open Society Foundations

³ Legal Empowerment Program Increases Access to Justice for Sex Workers in South Africa:

<https://www.opensocietyfoundations.org/newsroom/legal-empowerment-program-increases-access-justice-sex-workers-south-africa>

1. The organisation must have at least 3 years of work experience on access to justice and related issues of marginalized and vulnerable communities, including, but not limited to, key populations and people living with or at risk of HIV
2. Experience in engagement of government, civil society and key populations' stakeholders through consultative processes (and other means) on issues of access of justice, legal services (including, but not limited to, human rights and social protection, access to health services for people living with or at risk of HIV as well as communities)
3. Experience in establishing similar mechanisms on legal issues, human rights and social protection and relevant issues for improving vulnerable and marginalised communities' access to justice and services across Pakistan (specifically Punjab and Sindh)
4. Knowledge and experience of specific issues of key populations and people living with or at risk of HIV in Pakistan (specifically in the context of Punjab and Sindh)
5. Experience of managing similar national and/or provincial level contracts with various organizations (including UN agencies) would be an asset, including, but not limited to, designing and rolling out interventions on human rights, legal services and social protection for marginalised and vulnerable populations across Pakistan (specifically Punjab and Sindh)
6. A dynamic mix of organizational staff/experts with experience and /or specialization in the areas of law, access to justice, legal aid, human rights and social protection, amongst other relevant areas for this assignment.
7. Excellent knowledge of English (for official communications with UNDP/UNAID etc.) and at least one local language (specifically spoken in Punjab and Sindh)

Monitoring, Data base and Reporting:

Monitoring and Evaluation Framework should be developed in collaboration with UNDP to ensure compliance with UNDP's monitoring and evaluation (M&E) standards, including activities, SMART (Specific, Measurable, Achievable, Relevant, Time-bound) indicators, tools and means of data collection and verification, frequency of data collection, and other relevant details.

Proposer in consultation with UNDP will provide the following:

- Result based M&E plan (Indicators, data collection methods, sources of data, data collection frequency and responsibilities, etc.) on services provided and communities engaged under this assignment
- Risks and mitigations.
- Reporting mechanism and frequency (progress and results reports) – It would be preferable to identify what content would form the specific report.
- Provision of detailed workplan.
- Data quality assurance mechanisms related to interventions.

This M&E plan is required to be part of the implementing partner's methodology submitted to UNDP as an outcome of the consultative process at the outset of the assignment.

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Role and Responsibilities:

UNDP will:

- Give regular inputs over the course of different stages of the assignment.
- Participate, as needed, in meetings/consultative sessions with relevant stakeholders.
- Supervise and monitor the activities at field level against the progress provided by the partner, directly or through third parties;
- Introduce the organization to partners, communities and other relevant actors for establishing key

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linkages;

- Evaluate the proposer's performance based on a set of indicators; and
- Provide all relevant and required technical support as and when need including guidance on the assignment deliverables to the partner organization.

Organisation/Firm/Proposer will:

- Provide monthly (or periodic) reports to UNDP focal persons and respond swiftly to ad-hoc requests (as per agreement at outset of assignment);
- Support the overall aim of enabling and improving access to justice and legal advice for key populations and people living with or at risk and linking with to essential HIV services;
- Establish 10 legal aid desks with training, capacitated and sensitized personnel to liaise with key populations and people living with or at risk of HIV and provide them with required services (including, but not limited to, legal counselling, referral to relevant law and justice institutions/service providers) and related matters.
- Ensure protection of privacy, confidentiality and dignity of key populations and people living with or at risk of HIV accessing the provided services as a key cross cutting requirement of the entire continuum of provision of legal aid/relevant services during any data collection, reporting or management exercises; and
- Ensure regular collection of all means of verification of project activities (as agreed with UNDP as part of the monitoring plan) and that copies of said means of verifications will be made available for UNDP's access.
- Implement the assignment according to agreed plan, strategy and indicators, with quality and integrity according to UNDP Pakistan's standards and principles

The organization/firm/proposer will be responsible for all consultative sessions and meetings with counterparts/partners, preferably to be conducted at community centres, offices etc. except when specified by UNDP. In case any meetings/sessions are to be planned which require hire of venue, refreshments and associated expenses, (including travel/lodging of participants) all costs must be paid by the organizer/firm/proposer and included in the financial proposal for this assignment.

3. C. Time Frame and Payment

The duration of assignment will be from September 2022 to December 2023 (16 months). Any extension in the assignment timelines is subject to satisfactory performance evaluation of the bidder and availability of funds from UNDP.

Expected Outputs / Deliverables, timeframe for the work

The Organization will be required to coordinate with the necessary partners/stakeholders including government institutions, civil society, key populations and people living with or at risk of HIV communities and representatives, UNAIDS (and other relevant actors) to ensure the following deliverables are achieved as part of the contract signed with UNDP Pakistan:

No.	Deliverables	Action(s) Required	Timeline (final delivery date)	% Payment
1.	Report of approved Methodology for establishment of Legal Aid Desks in Punjab & Sindh	<ul style="list-style-type: none"> Conduct all relevant mapping/research and initiate preparations for development of methodology (including detailed implementation plan) for establishing legal aid desks for people living with or at risk of HIV in Punjab & Sindh 	Within 45 days of signing of contract	30%

		<ul style="list-style-type: none"> Plan & conduct strategic planning sessions with PMU-UNDP and key partners (including UNAIDS, civil society, government institutions etc.,) and communities of key populations (KPs), people living with HIV (PLHIV) or those at risk for development of detailed methodology for establishing legal aid desks in Punjab & Sindh Design & develop report of approved methodology with timelines, targets, scope of services to be provided (amongst other related matters as agreed in planning sessions) in collaboration with PMU-UNDP, key partners (UNAIDS, government institutions, civil society), KPs, PLHIV or those at risk and submit for approval 		
2.	Report on Establishment of Legal Aid Desks in Punjab and Sindh	<ul style="list-style-type: none"> After approval of methodology, in consultation with UNDP (and partners, including UNAIDS, key populations (KPs), PLHIV or at risk, amongst others) initiate process of setting up 10 legal aid desks in Punjab and Sindh Develop report on setting up of 10 legal aid desks in Sindh & Punjab and submit to UNDP for certification 	Within 120 days after approval of methodology	20%
3.	Monthly Reporting on Management of Legal Aids Desks in Punjab & Sindh	<ul style="list-style-type: none"> Develop mechanism for regular or periodic reporting of services provided at the legal aid desks in consultation with UNDP and key partners (UNAIDS, KPs, PLHIV or those at risk, and relevant government institutions) Develop & submit monthly reports on management of legal aid desks in Sindh & Punjab in consultation with UNDP (and relevant key partners including UNAIDS) and submit for certification/approval 	To be initiated within 35 days after legal aid desks are /functional & continued on monthly (or periodic basis as agreed with UNDP) until December 31 st 2023	50% (amount is to be divided over 12 months and payment to be made on monthly basis)
Total			200 days	100%

D. Institutional Arrangement

The specific authority who will directly supervise the work of the Service Provider, and to whom the Service Provider will be directly responsible to, reporting to, seeking approval from, and obtaining certificate of acceptance of output is following:

The Project Coordinator of the Program Management Unit (PMU) or his/her assignee will supervise the Contractor.

E. Duration of the Work

The duration of project will be from September 2022 to December 2023

F. Location of Work

This assignment will be implemented in the provinces of Sindh and Punjab.

G. Underlying Mandatory Requirements

The selected organisation and its staff are expected to follow the following mandatory requirements:

1. Act in strict conformity to the laws of the country.
2. Not be affiliated or linked to any political party.
3. Utilize existing local resources where possible to build local capacity.
4. Keep all the process transparent and open to accountability at any level.

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FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<input checked="" type="checkbox"/> Power of Attorney to the authorised representative to submit/sign the RFP submission documents and for further correspondence with UNDP on behalf of organisation. <input checked="" type="checkbox"/> Technical and Financial proposals should be submitted as separate PDF files. Financial Proposal must be password protected.; <input checked="" type="checkbox"/> Proposer's Profile providing organogram, details of employees, CVs of key professionals, list of clients and available facilities/expertise; <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer

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- ☒ Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past five (05) years 2016-2017,2017-2018,2018-2019, 2019-2020,2020-2021.
 - ☒ Certificate of Registration of the Business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.
 - ☒ Valid Memorandum of Understanding with the Economic Affairs Division (EAD) – Pakistan. Applicable for s/NGOs only
 - ☒ Official Letter of Appointment as local representative, if proposer is submitting a proposal on behalf of an entity located outside the country if applicable
 - ☒ Demonstrate Relevant experience implementing similar activities in the past five (05) Years. Relevant details such as cost of the project, completion period etc. along with certificates/copy of contract as an evidence must be provided
 - ☒ Statement of Satisfactory Performance from the Top Three Clients in the past five years for reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.
 - ☒ All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
 - ☒ Proposer will provide undertaking that proposer has not been listed in the UN list of black Listed bidders in any UN Portal.
 - ☒ At least Three (03) assignments of value **PKR 18.5 Million (For Local Firms) or USD 93,750/- (For International Firms) each** of conducting trainings/workshops for social enterprises **over a period of previous Five (05) Years**. Please provide evidence of these contracts.
- Bidders to provide copies of those Contracts/Assignments as an evidence.

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

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

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

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

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	<div style="border: 1px solid #000; height: 100px; display: flex; align-items: center; justify-content: center; font-size: 24px;">[Complete]</div>
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner:

Name of partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner:

Name of partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

FORM D: QUALIFICATION FORM

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

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

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years. List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by UNDP.

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

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

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

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Financial Standing

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

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

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

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

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FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	<input type="text" value="Select date"/>
RFP reference:	[Insert RFP Reference Number]		

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

SECTION 1: Expertise of Firm / Organisation

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

SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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

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

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

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

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Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> ■ Name of institution: [Insert] ■ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organisation, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

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



FORM G: FINANCIAL PROPOSAL FORM

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

The Bidder is required to prepare the Financial Proposal following the below format and submit the signed and stamped PDF version of financial proposal through e-tendering system. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification. The Financial Proposal should be aligned with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

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

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

Expected Outputs / Deliverables, timeframe for the work

The Organization will be required to coordinate with the necessary partners/stakeholders including government institutions, civil society, key populations and people living with or at risk of HIV communities and representatives, UNAIDS (and other relevant actors) to ensure the following deliverables are achieved as part of the contract signed with UNDP Pakistan:

No.	Deliverables	Timeline (final delivery date)	% Payment	Quoted price
1	Report of approved Methodology for establishment of Legal Aid Desks in Punjab & Sindh	Within 45 days of signing of contract	30%	
2	Report on Establishment of Legal Aid Desks in Punjab and Sindh	Within 120 days after approval of methodology	20%	
3	Monthly Reporting on Management of Legal Aids Desks in Punjab & Sindh	To be initiated within 35 days after legal aid desks are /functional & continued on monthly (or periodic basis as agreed with UNDP) until December 31 st 2023 NOTE: Amount is to be divided over 12 months and payment to be made on monthly basis	50%	
Total Amount in PKR		200 Days	100%	

Note:

- a). This is a fixed price contract so the unit price against each Units should be quoted in the financial proposal.
- b). GST apply only for the local bidders. UNDP will first try to obtain exemption of GST from MOFA. In case exemption is not granted; UNDP will pay the tax amount to the supplier.
- c). Bids will be evaluated on Grand Total Cost.

Note: All expenses will be adjusted on actual e.g no of participants, food, stationery etc.

Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
All staff required for this project				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Utility Cost				
3. Office rent				
4. Equipment Lease				
5. Stationery				
6. Others (plz specify)				
III. Other Related Costs				

Note:

- a). This is a fixed price contract so the unit price against each Units should be quoted in the financial proposal.
- b). GST apply only for the local bidders. UNDP will first try to obtain exemption of GST from MOFA. In case exemption is not granted; UNDP will pay the tax amount to the supplier.
- c). Bids will be evaluated on Grand Total Cost.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

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FORM H: FORM OF PROPOSAL SECURITY

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP Representative (Rupee) Account/ UNDP Representative (Dollar) Account

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#) to execute Services [Insert Title of Services] (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]

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SECTION 7: FORM FOR PERFORMANCE SECURITY

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

PERFORMANCE BOND

To, UNDP Representative (Rupee) Account:

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

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

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

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

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

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

This bond shall be valid until twenty eight calendar days after issuance of the Certificate of Final Completion. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2021

SIGNED ON:
ON BEHALF OF:

SIGNED ON:
ON BEHALF OF:

NAME &TITLE:

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DS
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