



## REQUEST FOR PROPOSAL (RFP)

Date: October 14, 2016

Reference: 2016/PROC-UNDP-MMR/061

Dear Sir / Madam:

We kindly request you to submit your Proposal for **ICT Support for Introduction of 'Parliaments in Practice' Course at Region and State Parliaments of Myanmar** details of which are in Annex 4 of this RFP. **Closing date for submission of proposals will be 5 pm on Thursday, 27 October 2016.**

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

- For hard copy proposals, please send your Proposals in sealed envelopes (separate for Technical Proposal and Financial Proposal to **Registry of the United Nations Development Programme, No. 6 Natmauk Road, Tamwe Township, Yangon, PO Box. 650, 11211 Yangon, clearly indicating Reference:2016/PROC-UNDP-MMR/061** on envelop as early as possible before the deadline of **27 October 2016**;
- For electronic submission, please send only the duly completed Proposal Documents with above-mentioned RFP No. **2016/PROC-UNDP-MMR/061** to [bids.mm@undp.org](mailto:bids.mm@undp.org) (Please attach password protected Technical Proposal and Financial Components separately; send the password for technical proposal within 24 hours after the deadline for submission of proposal. Password for financial proposal will be requested from only bidder/s whose technical bids are qualified);
- UNDP takes no responsibility for effective delivery of the electronic document.
- Please note, if your file was successfully sent to [bids.mm@undp.org](mailto:bids.mm@undp.org) you should receive the message subjected 'Success! Your proposal was sent to the secured e-mail. If upon submission you do not receive the confirmation message, please contact [kay.khine@undp.org](mailto:kay.khine@undp.org) for clarifications.
- Please make sure that the maximum file size of the attachments does not exceed 5 MB. If attachments exceed maximum file size allowed, please send in separate emails with sequential numbering in subject line.

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements. The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Nasantuya Chuluun,  
Operations Manager

## Description of Requirements

Context of the Requirement	ICT Support for Introduction of 'Parliaments in Practice' Course at Region and State Parliaments of Myanmar
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	<p>The objective of this assignment is to develop technical training to ICT staff on how to provide technical support and troubleshooting for users .The contractor will also develop a technical tutorial for MPs on how to access and navigate the course on personal computer and mobile phone. The contractor will conduct this training at 4 Region and State Hluttaws. The contractor will also provide and install rental ICT equipment and a mobile internet connection for the training and for a course demonstration, at the premises of all 4 Region and State Hluttaws, in Mandalay, Taunggyi, Myitkyina, and Hpa-An.</p> <p>After the first two pilot sessions in Mandalay and Myitkyina, the roll-out of the course will proceed in two Region and State Hluttaws in Taunggyi and Kayin in parallel, the service provider is required to assign two teams for equipment set-up and training delivery who will deliver be able training at the same time but at separate locations.</p> <p>Please see more details in the Terms of Reference – Annex 4</p>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>a) Updated Work Plan for assignment including a detailed timeline in EN language</li> <li>b) Proposal for internet solution for reliable mobile internet connection for up to 150 simultaneous users for the duration of the course for 4 roll-out sessions at 4 Region and State Hluttaw premises in EN language;</li> <li>c) ICT rental equipment: wifi internet, laptop computers, projectors, screens</li> <li>d) Training programme for Hluttaw ICT staff on technical support and trouble-shooting in EN and MM language;</li> <li>e) Technical tutorial for users (MPs) for both online version and mobile phone app in EN and MM languages;</li> <li>f) Rental equipment for 4 roll-out sessions at 4 Hluttaw premises</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	Programme Specialist –Sub-national Parliament
Frequency of Reporting	Weekly interactions with UNDP – see Annex 4
Progress Reporting Requirements	N/A
Location of work	Yangon, Mandalay, Taunggyi, Myitkyina and Hpa-An
Expected duration of work	Six weeks
Target start date	2 <sup>nd</sup> week of November 2016
Latest completion date	Within six weeks after signing of contract

Travels Expected	Please see Terms of Reference – Annex 4		
Special Security Requirements	<input checked="" type="checkbox"/> Permission from the States & Regions' Hluttaw, ( to be taken care of by UNDP)		
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required		
Currency of Proposal	<input checked="" type="checkbox"/> Myanmar Kyat		
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms	<b>Activities/Deliverables</b>	<b>Expected completion date</b>	<b>Percentage of total contract amount</b>
	Signing of contract	7 November 2016	
	Updated Work Plan for Assignment & Proposal for Internet Solution	30 November 2016	60%
	Training Programme for ICT Staff & Technical Tutorial for Users	20 December 2016	40%
	Condition for payment release: within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e. not mere receipt) of the quality milestone/ outputs; and b) Receipt of invoice from the Service Provider		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Specialist Local Development		

Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm substantiated by prior experience in similar field 30% <input checked="" type="checkbox"/> Methodology, Work Plan 40%
UNDP will award the contract to:	<input checked="" type="checkbox"/> Only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex-4)
Contact Person for Inquiries (Written inquiries only)	<p>Kay Khine  Procurement Unit  Subject: 2016/PROC-UNDP-MMR/61  Email: <a href="mailto:bids.mm@undp.org">bids.mm@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

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[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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

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

### C. Qualifications of Key Personnel

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

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

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

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

\*This shall be the basis of the payment tranches

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

Equipment rental

Description	Specifications	Quantity	Location	From(Date)	To(Date)	Amount
Wifi						
Laptops						
Projectors						
4 Mobile Screens						
Transportation cost						
<b>Total</b>						

Personnel- ICT Team 1

	Location	From(Date)	To(Date)	No. of Trainees	Amount
Team Leader					
Trainer					
Logistics					
Daily allowances					
Travel cost					
<b>Total</b>					

Personnel- ICT Team 2

	Location	From(Date)	To(Date)	No. of Trainees	Amount
Team Leader					
Trainer					
Logistics					
Daily allowances					
Travel cost					
<b>Total</b>					

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

[Designation]

[Date]

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

**22.2 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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



copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,  
**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

#### **15.0 TERMINATION**

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

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

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In

the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

**19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract

immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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

### Terms of Reference

#### ICT Support for Introduction of 'Parliaments in Practice' Course at Region and State Parliaments of Myanmar

##### Background

UNDP is developing an induction course that builds the foundational knowledge of all Region and State Hluttaw Members on how to fulfill their functions of law-making, oversight and representation in a comprehensive way.

The induction course is a self-study course for Region and State Hluttaw MPs and will be based on the existing online course 'Parliaments in Practice'. This course introduces principles and practices of parliaments and the work of an MP comprehensively through 8 modules. (the online version of the course is available online at <https://learn.agora-parl.org/course/view.php?id=2>) The course consists of both text and interactive features, such as diagrams, exercises and a testing component, all of which enhance the learning experience. The course is a proven resource and has been successfully used for induction in a number of parliaments. The course is currently available as an online application for personal computers. To accommodate users with weaker internet connections the course will also be introduced as a mobile phone application that can be used offline after download.

The course content was adapted to the context of Myanmar's Region and State Hluttaws and will be introduced to all 14 Region and State Hluttaws in two phases: In phase one the course will be introduced to 7 Region State Hluttaws by the end of November 2016 In Phase 2 the course will be introduced to the remaining 7 Region and State Hluttaws by March 2017.

The objective of the service contract is to ensure Members of all Region and State Hluttaws are able to access the 'Parliaments in Practice' course on their own devices (smartphone and personal computers) and on any work stations the Hluttaws might have, and are comfortable in navigating the course on these devices.

The contractor will develop technical training to ICT staff on how to provide technical support and troubleshooting for users. The contractor will also develop a technical tutorial for MPS on how to access and navigate the course on personal computer and mobile phone. The contractor will conduct this training at 4 Region and State Hluttaws. The contractor will also provide and install rental ICT equipment and a mobile internet connection for the training and for a course demonstration, at the premises of all 4 Region and State Hluttaws, in Mandalay, Taunggyi, Myitkyina, and Hpa-An.

After the first two pilot sessions in Mandalay and Myitkyina, the roll-out of the course will proceed in two Region and State Hluttaws in Taunggyi and Kayin in parallel, the service provider is required to assign two teams for equipment set-up and training delivery who will deliver be able training at the same time but at separate locations.

##### *Scope of Work*

The service provider will conduct the following activities:

- a) Develop a solution for reliable wifi internet connection using rental equipment for MPs at 4 Region and State Hluttaw premises for the duration of the roll-out sessions (5 days per session).

And provide the following rental ICT equipment from 07 November 2016 to 20 December 2016.

2 sets of rental equipment for wifi internet solution	<p>The mobile internet solution should provide access for up to 100 simultaneous users. It should include download of data of at least 200 MB/person and upload of data of at least 100 MB/person per day.</p> <p>Mobile internet needs to be provided during roll-out for 4 days in Mandalay and Myitkyina, Taunggyi and Hpa-An.</p>
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b) Provide the following ICT equipment:

60 laptop computers	<p>The laptop computers should have the following minimum specifications: Windows 7 or higher, 64 bit processor, Intel Core I-7 or equivalent, 8 GB RAM, integrated wifi, mouse, internet explorer 7 or higher and Chrome or Firefox 3.6 or higher.</p> <p>Rental laptops will be used in: Mandalay, Myitkyina, Taunggyi, and Hpa-An.</p>
4 high-resolution projectors	<p>The projectors should have the following minimum specifications LCD projector, resolution 1280x800 or higher, brightness 3000 lumen or higher, HDMI slot. The projectors need to be connectable not only to computers but also to mobile phones via the HDMI port.</p> <p>Projectors will be used for roll-out at 4 Hluttaws: Mandalay, Myitkyina, Taunggyi, and Hpa-An ( 12 days in total).</p>
4 mobile screens	<p>Mobile project screens should have minimum dimensions of 150 x 150 cm.</p> <p>Mobile screens will be used in: Mandalay, Myitkyina, Taunggyi, and Hpa-An (12 days in total).</p>

c) Develop a brief 2-hour training programme for Hluttaw staff responsible for dealing with ICT in EN and MM language. The training should enable ICT staff to provide hardware and software support and troubleshooting to course users (MPs). The training programme should cover the course for personal computers as well as the mobile phone application for Android and Apple smartphones. The training should be targeted at the Hluttaws' ICT staff, not all of who are trained ICT professionals. It should cover:

- Minimum hardware requirements for the online course and the mobile phone application
- Minimum software requirements for the online course and the mobile phone application



- Troubleshooting for internet browsers (IE, Firefox, Chrome) and the mobile phone application

The online course is available at: <https://learn.agora-parl.org/course/view.php?id=2>.

Technical data and access to the test version for the mobile phone application will be made available to the successful bidder.

- Develop a brief technical tutorial in EN and MM language for course users (MPs), covering course registration on the Agora website, and download, installation of the mobile phone application and course navigation of both the mobile phone and online version.
- Transport and set up all rental ICT equipment at the premises of each Hluttaw for the 4 roll-out sessions in Mandalay, Myitkyina, Taunggyi and Hpa-An.
- The contractor will provide 2 ICT teams which will conduct the training for ICT staff and the tutorial for course users during the roll-out sessions at the premises of 4 Region and State Hluttaws. The contractor's ICT teams will also assist Hluttaw ICT staff in making the course accessible to users on Hluttaw work stations. After the first two roll-out sessions the roll-out will be conducted at 2 Hluttaws simultaneously. ICT team 1 will consist of team leader (25 person-days), ICT trainer (15 person days), and one logistics team member (15 person-days). Team 2 will consist of one ICT trainer (20 person days) and one logistics team member (15 person days).

<b>Roll-out Schedule</b>		
Mandalay Region Hluttaw premises (and back-up) hotel venue	15 – 18 November	Roll-out Team 1+2
Kachin State Hluttaw premises	20 –23 November	Roll-out Team 1+2
Shan State Hluttaw premises	13– 16 December	Roll-out Team 1
Kayin & Mon State Hluttaw at Kayin State Hluttaw premises	13 –16 December	Roll-out Team 2

### *Expected Outputs*

- Updated Work Plan for assignment including a detailed timeline in EN language
- Proposal for internet solution for reliable mobile internet connection for up to 150 simultaneous users for the duration of the course for 4 roll-out sessions at 4 Region and State Hluttaw premises in EN language;
- ICT rental equipment: wifi internet, laptop computers, projectors, screens
- Training programme for Hluttaw ICT staff on technical support and trouble-shooting in EN

- and MM language;
- e) Technical tutorial for users (MPs) for both online version and mobile phone app in EN and MM languages;
- f) Rental equipment for 4 roll-out sessions at 4 Hluttaw premises

#### **Delivery and Payment Schedule**

<b>Deliverables</b>	<b>Due Date</b>	<b>Payment</b>
Signing of contract	07 November 2016	
Delivery of: <ul style="list-style-type: none"> <li>• Updated Work Plan for Assignment &amp; Proposal for Internet Solution</li> <li>• Training Programme for ICT Staff &amp; Technical Tutorial for Users</li> <li>• Training Programme for ICT Staff at the premises of 2 Region and State Hluttaws;</li> <li>• Technical Tutorial at the premises of 2 Region and State Hluttaws</li> <li>• Transport, set-up and operation of ICT equipment during roll-out sessions at the premises of Region and State Hluttaws in Mandalay and Myitkyina</li> </ul>	30 November 2016	60%
<ul style="list-style-type: none"> <li>• Training Programme for ICT Staff at the premises of 2 Region and State Hluttaws</li> <li>• Technical Tutorial at the premises of 2 Region and State Hluttaws</li> <li>• Transport, set-up and operation of ICT equipment at the premises of 2 Region and State Hluttaws in Taunggyi and Hpa-An</li> </ul>	20 December 2016	40%

#### **Institutional Arrangement**

UNDP will provide the contractor with access to the technical specifications regarding the online course and the mobile phone application.

The contractor will report to the Programme Specialist, Sub-national Parliament, UNDP who will be responsible for approving the deliverables. The contractor will report to the Programme Specialist on progress on a bi-weekly basis or upon request.

During the course of this work the ICT contractor will interact with staff and MPs of Region and State Hluttaws of Myanmar. Senior Hluttaw staff and Hluttaw ICT staff will be direct interlocutors for the service providers throughout the roll-out sessions. MPs will be receive information during the technical tutorial. The service provider will also work directly with UNDP team members, and consultants contracted to deliver the course and answer questions during the role out session.

The contractor is responsible for all transport of ICT specialists and of rental ICT equipment to and from and set-up of equipment at the 4 Hluttaw premises in Mandalay, Myitkyina, Hpa-An and Taunggyi.

### **Duration of the Work and Duty Station**

The duration of work shall be 07 November – 20 December 2016. Payment can be released after the submission and approval of the deliverables as per the delivery and payment schedule above. The review time will be 10 working days.

Preparatory work and training development will be performed in Yangon, and weekly meetings will take place in Yangon during this phase.

Field work will be performed in Mandalay, Taunggyi, Myitkyina, and Hpa-An for 5 days in each location (for a total of 20 person-days). Meetings will be called as needed by UNDP.

### **Qualifications of the Successful Contractor**

The ICT contractor will have:

- Proven ability to provide reliable, up-to-date rental ICT equipment;
- Experience in transporting and setting up ICT equipment in a variety of settings;
- Experience in providing mobile internet solutions in Myanmar, including in more remote locations;
- Experience developing and using an effective training methodology, and experience in delivering trainings;
- Experience working with or on behalf of government institutions in Myanmar;

### Staffing and Technical Expertise:

The ICT contractor will provide two ICT teams with at least the following composition:

ICT team 1:

- One ICT team leader who will develop the mobile internet solution, design the training programmes and provide training at 3 Hluttaw premises (Estimated 25 person-days);
- One ICT trainer who will provide training and support at 3 Hluttaw premises (estimated 15 person days)
- One logistics team member who will support the set-up of ICT equipment and mobile internet solutions during roll-out at 3 Region and State Hluttaw premises (estimated 15 person-days);

ICT team 2:

- One ICT trainer who will support development of the mobile internet solution, design of the the training programmes and who will provide training at 3 Hluttaw premises (estimated 20 person-days);
- One logistics team member who will support the set-up of ICT equipment and mobile internet solutions at 3 Region and State Hluttaw premises (estimated 15 person-days);

The ICT team leader will have the following qualifications:

- Qualifications in ICT to at least Diploma level
- Minimum 5 years' experience in ICT Training in Myanmar or overseas
- Experience working with senior government or elected officials
- Fluency in Myanmar language
- Working knowledge of the English language

The ICT trainer will have the following qualifications:

- Qualifications in ICT to at least Diploma level
- Minimum 3 years' experience in ICT Training in Myanmar and/or overseas
- Experience working with senior government or elected officials
- Fluency in Myanmar language
- Knowledge of the English language

The logistics team member will have the following qualifications:

- 2 years' experience in logistics
- Proven track record in supporting training and capacity building exercises
- Experience in handling and set-up of ICT equipment
- Fluency in Myanmar language

### **Scope of Bid Price and Schedule of Payments**

The contract price is a fixed output-based price regardless of extension of the herein specific duration. Payments will be made upon delivery of outputs in accordance with the delivery and payment schedule in Section D of this ToR.

In the computation of the contract price the contractor must include the following cost components: a ICT equipment rental fees broken down by equipment type (laptops, projectors etc.), professional fees for staff, inclusive of travel, accommodation and living allowance in all 14 project locations. All quotations should be in Myanmar Kyats.

### **J. Presentation of Proposal**

The offeror must submit a technical proposal and a financial proposal in English language.

The technical proposal includes:

- A preliminary work plan for the assignment, including a timeline;
- A preliminary proposal for a mobile internet solution;
- A preliminary proposal for the contents of the ICT training programme for ICT staff;
- A proposal for the composition of the ICT team with CVs of the ICT team leader and the ICT trainer;
- A list of proposed ICT rental equipment, including basic technical specifications;

The financial proposal includes:

- The overall proposal should be broken down by deliverables in line with the delivery and payment schedule
- Rental equipment fees should be broken down by piece of equipment and include the cost of transport to
- Professional fees should be broken down by person-days per proposed team member and include transport and living allowance for person-days spent outside of Yangon

### **Evaluation of Proposals**

Proposals will be evaluated based on the combined scoring methods, whereby the technical proposal will be weighted 70% and the financial proposal will be weighted 30%. The formula for scoring will be as follows.

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, 70%)

\_\_\_\_\_ + (FP Rating) x (Weight of FP, 30%)

**Total Combined and Final Rating of the Proposal**