

Dear Sir/Madam,

Request For Quotation (RFQ) for Project Cycle Management Training

1. You are requested to submit a Quotation for Project Cycle Management Training for any/ all of the following districts as per enclosed Terms of Reference (Annex-III):

S. Nr.	Province	Districts
1.	Balochistan	Gawadar, Turbat
2.	NWFP	Battagram, Lakki Marwat
3.	Punjab	Multan, Narowal, Rahimyar Khan
4.	Sindh	Thatta, Badin, Mirpurkhas, Tharparkar, Tando Allah Yar

2. To enable you to submit a Quotation, we hereby attach the following documents:

Instructions to Offeror	(Annex I)
General Conditions of MOU	(Annex II)
Terms of Reference (TOR)	(Annex III)
Quotation Submission Form	(Annex IV)
Price Quotation	(Annex V)
Format for description of previous projects	(Annex VI)
Format for CVs of key personnel	(Annex VII)

3. Your offer comprising of technical and financial Quotations, in separate sealed envelopes, should reach the following address no **later than May 17, 2009 by 1700 hrs.**

Administrative Officer
Devolution Trust for Community Empowerment (DTCE)
H. No. 4, Main Nazim Ud Din Road, Sector F-8/1, Islamabad, Pakistan
Telephone: +92-51-111-333-823, Fax: +92-51-2256041

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your Quotation.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a Quotation.

Yours sincerely,

Muhammad Nasir
Administrative Officer

INSTRUCTIONS TO OFFERORS

A. Introduction

1. General

DTCE Introduction

Devolution Trust for Community Empowerment (DTCE) is a registered entity, which aims at creating an enabling environment for citizen participation and community empowerment in Pakistan. DTCE has been funded by a consortium of donors under the umbrella of UNDP NEX Project "Support to DTCE". Details can be found at www.dtce.org.pk.

2. Purpose of RFQ

DTCE has launched its field activities related to community empowerment in the following districts:

S. Nr.	Province	Districts
1.	Balochistan	Gawadar, Turbat
2.	NWFP	Battagram, Lakki Marwat
3.	Punjab	Multan, Narowal, Rahimyar Khan
4.	Sindh	Thatta, Badin, Mirpurkhas, Tharparkar, Tando Allah Yar

DTCE is following the policy of outsourcing, working with local/regional CSOs. In order to undertake DTCE activities in aforementioned district, Civil Society Organization(s) (CSO(s)) will assist DTCE teams to undertake Project Cycle Management (Training & Facilitation). Project Cycle Management Training is meant to train Citizen Community Boards (CCBs) in transforming their development needs into projects and their subsequent processing, so that these projects are ready for execution. PCM training will be conducted in a cluster of three Unions Councils (UCs)- for around three CCBs from any given union (a total of fifteen CCBs in any given clusters). The outcome of each training will be as following:

- 1) Fully prepared projects ready for execution.
- 2) Participants are fully conversant with all the forms i.e. CCB Form-1 to Form-8 of CCB rules.

2.1 Cost of Quotation

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

B. Solicitation Document

3.1 Contents of solicitation documents

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

4. Clarification of solicitation documents

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

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Quotations, UNDP/DTCE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

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

C. Preparation of Quotation

6. Language of the Quotation

The Quotations prepared by the Offeror and all correspondence and documents relating to the Quotation exchanged by the Offeror and UNDP/DTCE shall be written in the English language.

7. Documents comprising the Quotation

The Quotation shall comprise the following components:

- i. Quotation submission form;
- ii. Operational and technical part of the Quotation, including documentation to demonstrate that the Offeror meets all requirements;
- iii. Price Quotations, completed in accordance with clauses 8 and 9;

8. Quotation form

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

(a) Organization profile, experience and management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Quotation. It should include a one-page description of any relevant similar projects undertaken in the last five years, using the format included in Annex VI.

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

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion. In this section, short CVs of key personnel who will undertake the work of the project should be included, prepared using the format included in Annex VII.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified,

point by point; providing a detailed description of the essential performance characteristics; and demonstrating how the proposed methodology meets or exceeds the specifications.

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

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

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

9. Quotation prices

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

10. Quotation currencies

All prices shall be quoted in Pakistan Rupees (Pak Rs.).

11. Period of validity of Quotations

Quotations shall remain valid for (04) months after the date of Quotation submission prescribed by UNDP/DTCE, pursuant to the deadline clause. A Quotation valid for a shorter period may be rejected by UNDP/DTCE on the grounds that it is non-responsive.

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

12. Format and signing of Quotations

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

The two copies of the Quotation shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Quotation. A Quotation shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case the person or persons signing the Quotation shall initial such corrections.

13. Payment

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

D. Submission of Quotation

14. Sealing and marking of Quotations

The Offeror shall seal the Quotation in one outer and two inner envelopes, as detailed below. The outer envelope shall be addressed to:

**“Request for Quotation
Project Cycle Management (PCM) Training & Facilitation
To:
Administrative Officer
Devolution Trust for Community Empowerment
H. No. 4, Main Nazim Ud Din Road, Sector F-8/1, Islamabad, Pakistan
Tel: +92-51-111-333-823, Fax: +92-51-2256041-42**

Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified above, with the copies duly marked “**Original**” and “**Copy**”. The second inner envelope shall include the price quotation duly identified as such. Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, UNDP/ DTCE will not assume responsibility for the Quotation’s misplacement or premature opening.

Special Instructions: If CSO is applying for more than one district(s), separate financial quotation stating the district name must be submitted as per above instructions.

15. Deadline for submission of Quotations

UNDP/ DTCE must receive Quotations at the address specified under clause *Sealing and marking of Quotations* no later than Sunday, May 17, 2009 by 1700 hrs.

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

16. Late Quotations

Any Quotation received by UNDP/ DTCE after the deadline for submission of Quotations, pursuant to clause *Deadline for the submission of Quotations*, will be rejected.

17. Modification and withdrawal of Quotations

The Offeror may withdraw its Quotation after the Quotation's submission, provided that UNDP/ DTCE receive written notice of the withdrawal prior to the deadline prescribed for submission of Quotations.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Quotations*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy. No Quotation may be modified subsequent to the deadline for submission of Quotations.

No Quotation may be withdrawn in the interval between the deadline for submission of Quotations and the expiration of the period of Quotation validity specified by the Offeror on the Quotation Submission Form.

E. Opening and Evaluation of Quotation

18. Opening of Quotations

The Quotations will be opened in the presence of a committee comprising UNDP/DTCE representatives.

19. Clarification of Quotations

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

20. Preliminary examination

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

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

Prior to the detailed evaluation, the UNDP/DTCE will determine the substantial responsiveness of each Quotation to the Request for Quotations (RFQ). For purposes of these Clauses, a substantially responsive Quotation is one, which conforms to all the terms and conditions of the RFQ without material deviations. The UNDP/DTCE's determination of a Quotation's responsiveness is based on the contents of the Quotation itself without recourse to extrinsic evidence. A Quotation determined as not substantially responsive will be rejected by the UNDP/DTCE and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of Quotations

Technical Evaluation Criteria

A two-stage procedure is utilized in evaluating the Quotations, with evaluation of the technical Quotation being completed prior to any price Quotation being opened and compared. *The price Quotations will be opened only for submissions that qualify a minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical Quotations.* The technical Quotation is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price Quotations of all Offeror who have attained minimum 70% score in the technical evaluation will be compared. The price score will be calculated as: $\text{Price score} = \frac{P_m}{P} \times 300$, where P_m is the minimum price among all the evaluated price Quotations and P is the price of the Quotation in question. The maximum Price score, for the lowest price Quotation, will thus be 300 points. To obtain the Final score, the Technical and Price scores will be combined in the following way:

- Technical score out of possible maximum 700 points
- Price score out of possible maximum 300 points
- Final score = Technical score + Price score, with a possible maximum 1000 points

The contract will be awarded to the Offeror with the highest Final score.

Technical Evaluation Criteria

Summary of Technical Quotation Evaluation		Score Weight	Points obtainable
1.	Expertise and experience of CSO/ Organization submitting Quotation	40%	280
2.	Proposed Work Plan and Approach	30%	210
3.	Personnel	30%	210
Total:			700

Evaluation forms for technical Quotations are given below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Quotation Evaluation Forms are:

Form 1: Expertise and experience of organization submitting Quotation

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Form 1: Technical Quotation Evaluation		Points obtainable
Expertise and experience of organization submitting Quotation		
1.1	Reputation of Organization and Staff (Competence /Reliability)	35
1.2	General Organizational Capability which is likely to affect implementation, including availability of skilled staff for this project	35
1.3	Specialized Knowledge and experience <ul style="list-style-type: none"> - Training/Capacity Building Experience (70) - Capacity building of Local governments (20) - Local presence and local social capital (35) - Experience of similar projects elsewhere (15) - Work for UNDP, other UN agencies or major multilateral or bilateral programme (10) 	150
1.4	Audit reports	30
1.5	Operational office at Local/Regional Level	30
		280

Form 2: Technical Quotation Evaluation		Points obtainable

Proposed Work Plan and Approach		
2.1	Evidence that the CSOs understands the task	30
2.2	Adequate detail describing the important aspects of the work to be undertaken	15
2.3	Evidence that the CSO understands the devolution process and overall environment in the District	40
2.4	Evidence of a clearly defined and appropriate methodological framework/ work plan	125
		210

Form-3: Technical Quotation Evaluation - Personnel			Points obtainable
		Sub-Score	
3.1	Project Manager		60
	General Qualification	10	
	- Knowledge of the local region(s) in Pakistan	20	
	- Professional Experience	30	
		60	
3.2	Training Team		150
	General Qualification	10	
	- Knowledge of local region	30	
	- Training Experience	70	
	- Professional Experience	40	
		150	
			210

F. Award of Contract

22. Award criteria, award of contract

UNDP/DTCE reserves the right to accept or reject any Quotation, and to annul the solicitation process and reject all Quotations at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for their action

Prior to expiration of the period of Quotation validity, UNDP/ DTCE will award the contract to the qualified Offeror whose Quotation after being evaluated is considered to be the most responsive to the needs of the organization and the activity concerned.

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

UNDP/DTCE reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFQ without any change in price or other terms and conditions.

24. Duration and Signing of the contract

The total span of training period is for three months. The initial contract will, however, be issued for a period of six months effective from the date of signing the contract. Extension of the contract would only be made (if necessary). Within (15) days of receipt of the contract, the successful Offeror shall sign and date the contract and return it to UNDP/DTCE.

Annex II**DTCE GENERAL CONDITIONS OF MOU****1. LEGAL STATUS**

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

2. SOURCE OF INSTRUCTIONS

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

3. CSO'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

In the event the CSO requires the services of sub-CSOs, the CSO shall obtain the prior written approval and clearance of DTCE for all sub-CSOs. The approval of DTCE of a sub-CSO shall not relieve the CSO of any of its obligations under this MoU. The terms of any sub-contract shall be subject to and conform to the provisions of this MoU.

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The CSO shall indemnify, hold and save harmless, and defend, at its own expense, DTCE, 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 CSO, or the CSO's employees, officers, agents or sub-CSOs, in the performance of this MoU. 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 CSO, its employees, officers, agents, servants or sub-CSOs. The obligations under this Article do not lapse upon termination of this MoU.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this MoU.

8.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this MoU.

8.3 The CSO 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 MoU or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the CSO or its agents, servants, employees or sub-CSOs performing work or services in connection with this MoU.

8.4 Except for the workmen's compensation insurance, the insurance policies under this

Article shall:

Name DTCE as additional insured; include a waiver of subrogation of the CSO's rights to the insurance carrier against DTCE; Provide that DTCE shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. The CSO shall, upon request, provide DTCE with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The CSO 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 DTCE against any monies due or to become due for any work done or materials furnished under this MoU, or by reason of any other claim or demand against the CSO.

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

DTCE shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this MoU. At the DTCE's request, the CSO shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to DTCE in compliance with the requirements of the applicable law.

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

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the CSO under this MoU shall be the property of DTCE shall be treated as confidential and shall be delivered only to DTCE authorized officials on completion of work under this MoU.

The CSO may not communicate at any time to any other person, Government or authority external to DTCE, any information known to it by reason of its association with DTCE, which has not been made public except with the authorization of DTCE; nor shall the CSO at any time use such information to private advantage. These obligations do not lapse upon termination of this MoU.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the CSO shall give notice and full particulars in writing to DTCE, of such occurrence or change if the CSO is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this MoU. The CSO shall also notify DTCE of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this MoU. The notice shall include steps proposed by the

CSO to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, DTCE shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this MoU.

If the CSO is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this MoU, DTCE shall have the right to suspend or terminate this MoU on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

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

DTCE reserves the right to terminate without cause this MoU at any time upon 15 days prior written notice to the CSO, in which case DTCE shall reimburse the CSO for all reasonable costs incurred by the CSO prior to receipt of the notice of termination.

In the event of any termination by DTCE under this Article, no payment shall be due from DTCE to the CSO except for work and services satisfactorily performed in conformity with the express terms of this MoU. The CSO shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the CSO be adjudged bankrupt, or be liquidated or become insolvent, or should the CSO make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the CSO, DTCE may, without prejudice to any other right or remedy it may have, terminate this MoU forthwith. The CSO shall immediately inform DTCE of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this MoU 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.

Arbitration

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

17. PRIVILEGES AND IMMUNITIES

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

18. TAX EXEMPTION

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 CSO shall immediately consult with DTCE to determine a mutually acceptable procedure.

Accordingly, the CSO authorizes DTCE to deduct from the CSO's invoice any amount representing such taxes, duties or charges, unless the CSO has consulted with DTCE before

the payment thereof and DTCE has, in each instance, specifically authorized the CSO to pay such taxes, duties or charges under protest. In that event, the CSO shall provide DTCE with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

The CSO 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. Any breach of this representation and warranty shall entitle DTCE to terminate this MoU immediately upon notice to the CSO, at no cost to DTCE.

20. MINES

The CSO 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. Any breach of this representation and warranty shall entitle DTCE to terminate this MoU immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind of DTCE.

21. OBSERVANCE OF THE LAW

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

22. AUTHORITY TO MODIFY

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

Annex III**Terms of Reference****For Project Cycle Management (Training and Facilitation)**

In order to launch PCM Training campaign in the respective district, DTCE wants to sign a MOU with the selected Civil Society Organization(s) (CSOs) for Project Cycle Management (PCM) training programs. Training Program would include 3-days PCM Training, which would be non-residential for the assigned union councils of the district. All PCM trainings are in the cluster of 3 union councils with a participation of 18 CCB members (chairman & secretary) and 3 Secretary Union Councils of each participating Union. The contracted CSO would be responsible for:

1. Undertaking 3 days non-residential PCM Training for the assigned Union Councils of the District within the stipulated timeframe. The contracted CSO will ensure:
 - a) Provision of list of proposed master trainers along with their CVs to DTCE as part of technical proposal;
 - b) 100% participation of selected trainers in TOTs conducted by DTCE;
 - c) Retaining of the trainers, trained in TOTs by DTCE throughout the Contract period;
 - d) The master trainer will be preferably from the respective district having expertise in community facilitation workshops.
 - e) Availability of two trainers to conduct each training session which includes one sub engineer;
 - f) Atleast 70% attendance of the participants including CCB representative (Chairperson and Secretary) and Secretary UCs in all training sessions.
 - g) To provide relevant information that includes copy of exclusive classification and budget details of district/tehsil/union, DTCE participant guide to all participants to prepare them for PCM.
 2. Assisting the participating CCBs in preparation of at least one project by each CCB during the PCM training.
 3. Training CSO will communicate to monitoring CSO regarding the training schedule for each cluster (indicating date, time, venue etc.) at least three days before the start of the training event. In case of any change in schedule, the monitoring CSO and DTCE must be communicated at least one day before the training event.
 4. Collaborating with monitoring CSO contracted by DTCE for Monitoring and Evaluation of training programs and facilitation to DTCE monitoring teams during the trainings.
 5. The CSO will ensure the development of complete project proposals that include Form-IV, CCB resolution, copy of CCB registration certificate, duly vetted cost estimate and bank draft of 20% CCB share.
- 6. Logistic Arrangements:**
- a) Venue arrangement for the training.
 - b) Invitations in writing to the participants at least 3 days prior to the training and list of confirmed participants.
 - c) Confirmation from the technical resource persons from District/ Tehsil/ Taluka/Town.

- d) Advertisement in the local news paper for training schedule.
- e) Meals for the participants, stationery, photographs.

7. Reporting requirement

The CSO shall provide DTCE the following reports on the progress, activities, achievements and results of the training.

- a) Consolidated training schedule of PCM trainings.
- b) Individual cluster report on DTCE's approved format.
- c) Consolidated district report including action plan of PCM training program of all cluster trainings on approved format provided by DTCE along with copies of document mentioned section 6 of the TOR.
- d) Acknowledgement from concerned CCB Official of receipt of submitted CCB Projects prepared during the PCM Training by each participating CCB.
- e) Any other information or documents required by the DTCE regarding training.

f) **Annex IV**

QUOTATION SUBMISSION FORM

Dear Sir / Madam,

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

We undertake, if our Quotation is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated. We agree to abide by this Quotation for a period of 120 days from the date fixed for opening of Quotations in the Invitation for Quotation, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year 2009

Signature

(In the capacity of)

Duly authorized to sign Quotation for and on behalf of

Financial Quotation format for Project Cycle Management Training

Special Instructions: If CSO is applying for more than one district(s), separate financial quotation stating the district name must be submitted as per above instructions.

Financial Quotation for PCM Training

District Name: _____

Organization Name: _____

“Three Days Project Cycle Management Training (Cluster of 3 UCs) Non-Residential for 21 Participants (3 CCBS Per UCs, Two Participants from Each CCB (Chairman & Secretary) and One Union Secretary per UC))”

Line Activity	Unit Cost	Unit	Total	Notes/ Basis
Resource Person Cost (Daily/Wage/Salary)		2 x Resource Persons (One should be Engineer)		
Travel Cost Resource Persons		2 x Resource Persons		
Stationary (Pens/ Writing pads) & communication		21 x Participants		
Food / Refreshment		21 x Participants		
Advertisement in Local Newspaper		2 x Local Newspaper (appropriate size)		
Cost of Training Venue		3 Days		
Travel Cost Participants		21 Participants		
Sub-Total:				
15% Management of Sub-Total:				
TOTAL COST:				
Cost Per Cluster:				
Cost per Union Council:				
Cost Per CCB:				

Signature of the Authorized Representative

Annex VI**Format for description of similar relevant projects carried out in the last three years:**

Assignment Name:		Country/ Province/ District/:
Location within Country:		Professional Staff Provided by your organization:
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Pak Rs.):
Name of Associated Consultants, If Any:		No of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Annex VII**Format for curriculum vitae of key personnel to be involved in the project:**

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]