



United Nations  
Educational, Scientific and  
Cultural Organization

## REQUEST FOR PROPOSAL – RFP Services

Ref: **[FO/RFP/07/2018-138]**

(Please quote this UNESCO reference in all correspondence)

**Date:** 05-07-2018

Dear Sir/Madam,

You are invited to submit an offer for the project “Improving the Educational Role of Chitral Museum” in accordance with the present solicitation document. This component of the project will be implemented in Chitral Museum.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

- Annex I [Instructions to Offerer\(s\)](#)
- Annex II [General Conditions of Contract](#)
- Annex III [Terms of Reference \(TOR\)](#)
- Annex IV [Proposal Submission Form](#)
- Annex V [Price Schedule Form](#)
- Annex VI [Vendor Information Form](#)
- Annex VII [Detailed Evaluation Criteria](#)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than Thursday, 19 July 2018 at 1645 hrs. (PST)**. Please note that the successful Offerer will be invited for a detailed discussion at the UNESCO Islamabad Office, which may lead to changes in the proposed methodology and financial bids offered.

### **UNESCO Islamabad**

7<sup>th</sup> Floor, Serena Business Complex,  
Khayaban-e-Suhrawardy,  
G-5/1, Islamabad, 44000

### **SEALED PROPOSAL - DO NOT OPEN**

**Ref:** FO/RFP/07/2018-138

Closing Date and Time: 19/07/2018 at 1645 hrs.

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO. For any query related to this RFP, please contact Jawad Aziz at [j.aziz@unesco.org](mailto:j.aziz@unesco.org) or Samar Majid at [s.majid@unesco.org](mailto:s.majid@unesco.org)

For and on behalf of UNESCO  
Papa Makhtar Mbaye  
Finance and Administrative Officer

## ANNEX I – Instructions to Offerer(s)

*These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.*

### A. INTRODUCTION

#### 1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

#### 2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

#### 3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption;
- “Unethical practice” means conduct or behavior that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the United Nations Supplier Code of Conduct.

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favorable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favors. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report fraud-corruption-or-abuse](#).

#### **4. Cost of Proposal**

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

## **B. SOLICITATION DOCUMENTS**

### **5. Contents of Solicitation Documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offerer 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 Offerer’s risk and may affect the evaluation of the Proposal.

## **6. Clarification of Solicitation Documents**

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

## **7. Amendments of Solicitation Documents**

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

All prospective Offerer(s) that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerer(s) reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

## **C. PREPARATION OF PROPOSALS**

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

### **8. Language of the Proposal**

The Proposals prepared by the Offerer and all correspondence and documents relating to the Proposal exchanged by the Offerer and UNESCO shall be written in [English] Any printed literature furnished by the Offerer may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

### **9. Documents Comprising the Proposal**

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the offerer meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

### **10. Proposal Form - Presentation of the technical proposal**

The Offerer shall structure the technical part of its Proposal as follows:

#### **10.1. Description of the firm/institution and its qualifications**

##### **(a) Management Structure**

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offerer should identify the person(s) representing the Offerer in any future dealing with UNESCO.

Offerer to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offerer's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offerer's current capabilities/facilities and any plans for their expansion.

**10.2. Proposed Approach, Methodology, Timing and Outputs**

This section should demonstrate the Offerer's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point-by-point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

**10.3. Proposed Personnel**

In this section, the Offerer should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

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

It is mandatory that the Offerer's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

**11. Price Proposal**

The Offerer shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

**12. Proposal currencies**

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in [Pak Rupee].

**13. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

**14. Format and signing of proposals**

The Offerer shall prepare two copies of the Proposal, clearly marking each “Original” and “Copy” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offerer or a person or persons duly authorized. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offerer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

**15. Payment**

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

**D. SUBMISSION OF PROPOSALS****16. Sealing and marking of proposals**

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

The inner and outer envelopes shall:

(a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the “subject” indicated, and a statement: “PROPOSAL FOR SERVICES - DO NOT OPEN”, to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offerer.

The first inner envelope shall be marked *Technical Proposal* and contain the information specified in

Clause 10 above, with the copies duly marked “Original” and “Copy”.

The second inner envelope shall be marked *Financial Proposal* include the *Price Proposal* duly identified as such.

**Note:** If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal’s misplacement or premature opening.

**17. Deadline for submission of proposals**

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

**18. Late Proposals**

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

**19. Modification and withdrawal of Proposals**

The Offerer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

**E. OPENING AND EVALUATION OF PROPOSALS****20. Opening of proposals**

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

**21. Clarification of proposals**

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

**22. Preliminary examination**

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

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

A Proposal determined as not substantially responsive will be rejected by UNESCO.

**23. Evaluation and comparison of proposals**

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

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

**HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA**

The price proposal of all Offerer(s), who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the Offerer that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.***

**Technical Proposal Evaluation Form**

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	100			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

The detailed evaluation criteria concerning the above mentioned three elements of the proposal is available at Annex-VII.

**Financial Proposal Evaluation Form**

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
<b>Sub-total for Financial Evaluation</b>		<b>300</b>			

Evaluation of the price proposals (of all Offerer(s) who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points =  $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$ ]

An example:

- Offerer A – lowest price ranked as 1<sup>st</sup> in the amount of PKR 10,000 = a
  - Offerer B – second lowest price ranked as 2<sup>nd</sup> in the amount of PKR 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b \times 300$  i.e.  $10,000/15,000 \times 300 = 200$  points)

**Option 2: Combined Technical and Financial Evaluation Form**

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
<b>Total 1000</b>						

**F. AWARD OF CONTRACT 24. Award criteria, award of contract**

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby

incurring any liability to the affected Offerer or any obligation to inform the affected Offerer (s) of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offerer whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

**25. Purchaser's right to vary requirements at time of award and to negotiate**

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

## **ANNEX II – General Terms and Conditions for Professional Services**

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### **1. LEGAL STATUS**

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

### **2. SOURCE OF INSTRUCTIONS**

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

### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

### **4. ASSIGNMENT**

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

### **5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract

shall be subject to and conform with the provisions of this Contract.

### **6. OFFICIALS NOT TO BENEFIT**

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

### **7. INDEMNIFICATION**

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

### **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. 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, The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract 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. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

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

## **9. ENCUMBRANCES/LIENS**

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

## **10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN**

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

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by

reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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 Contractor shall give notice and full particulars in writing to UNESCO, 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 UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO 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. 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, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### **15. TERMINATION**

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

#### **16. SETTLEMENT OF DISPUTES**

##### **16.1 Amicable Settlement**

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

##### **16.2 Arbitration**

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

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

#### **18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that

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

#### **19. CHILD LABOUR**

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

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

#### **20. MINES**

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

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

#### **21. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing

upon the performance of its obligations under the terms of this Contract.

## **22. AUTHORITY TO MODIFY**

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

## **23. SECURITY**

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNESCO reserves the right to verify whether such a plan is in place, and to

suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

## **24. ANTI-TERRORISM**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## ANNEX III – Terms of Reference (TOR)

### I. Background

Chitral Museum is home to various types of stone and stucco sculptures, writing material, metal wares, pottery, tools, arms and a special section on Kalash ethnographic materials that could serve as repositories of knowledge offering glimpses of the rich past and colorful present of the Chitrali society. However, lacking the capacities to utilize fully the space and its many resources, Chitral Museum has not been able to realize its full potential as a resource center for those interested in learning about region's diverse populace and their stories. For the sake of this project, two kinds of visitors are considered the beneficiaries of this museum: schoolchildren and tourists.

The project proposes to enhance the museum's educational function for students by improving the methods of research and interpretation, use of storytelling and technology to engage the visiting students in a more interactive manner and offer a stimulating learning experience. Through these similar capacity-building tools, the project also aims to equip the museum so as to operate as a visitor's center during peak travelling times (especially around the four festivals of Kalasha calendar) to facilitate and guide the tourists about the Kalasha culture and appropriate codes of conduct for outsiders in Kalasha valleys.

### II. Objectives of the Project

The core objective of this project is to improve the educational role of Chitral Museum and developing tools to engage visitors, both students and tourists, through storytelling and interactive multimedia based on research and interpretation.

### III. Duties and Responsibilities

The selected organization will support UNESCO's efforts in enhancing educational outreach by engaging secondary schools and will work in close consultation with the local community. This will happen through:

- a. Conducting a situational analysis of the museum
- b. Designing and developing specific educational/training activities tailored to the museum,
- c. Training schoolteachers, students and museum staff to carry out these activities and
- d. Developing capacity of the museum to operate as visitors' center and develop materials for tourist facilitation.

### IV. Deliverables

The selected offerer will be responsible to undertake comprehensive educational outreach activities for Chitral Museum. In this context, the contracted offerer will produce the following deliverables:

S.No	Deliverables	Timeline
1.	A concise inception report including an implementation strategy and a work plan specifying performance milestones and targets to be approved by UNESCO Islamabad office	Within 15 Days of the signing of the contract
2.	Research phase of project completed and material for training developed and printed	After 40 Days of the signing of the contract

3.	Capacity-building trainings conducted with teachers and museum staff to operate the museum effectively for students and tourists.	After 110 Days of signing the contract
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## V. Tasks

Within the framework of the overall project, “Improving the Educational Role of Hund and Chitral Museums”, under the authority of the Director of UNESCO Pakistan, the direct supervision of the responsible project officer, and in collaboration with relevant government counterparts and experts, the organization will undertake the following activities:

### Activity A: Research Phase

1. Perform a preliminary situational analysis/assessment of various collections on Chitral in the museum to understand how the educational role of the museum can be improved in terms of signage, informational plaques and overall display of objects.
2. Review the existing resources relevant to enhancing the educational role of museums developed under other projects implemented through UNESCO.
3. Based on existing collections at the museum, develop interactive learning materials for students and tourists including activity sheets, puzzles, art competitions, quizzes, and submit for UNESCO approval.
4. Based on the findings of research phase, propose recommendations to enhance the interpretation of the collections and upon approval from UNESCO, develop and publish sufficient quantities of information brochures, practical activities and IEC material.
5. Propose to collaborate with other provincial and federal museums such as Lok Virsa and Peshawar Museum concerning knowledge and resources that could be shared with Chitral Museum for its effective working.

### Activity B: Training and Implementation Phase

1. Conduct training workshops through engaging the museum staff and teachers from local schools on:
  - a. The art of storytelling and ways to improve interpretation of display items, and propose exhibits relevant to school curriculum. There may be several objects and exhibits in the museum, which can be related to the subjects taught in the local schools (secondary level). The workshop will engage teachers from a minimum of 10 local schools at the primary and secondary level in the art of storytelling on the museum objects, integrate the knowledge of museum objects in teaching and learning, and engage students in interactive and creative manner during the museum trips.
  - b. The role of women in Chitral in line with artefacts on display, coupled with educational activities to highlight issues related to gender equality and women empowerment.
2. Establish a mechanism ensuring sustainability of the interventions engaging students and visitors. Propose overall policy recommendations for museum governance and management in KP and advocate with ministry of education and other relevant stakeholders for inclusion of museum visits into the curriculum.

3. Develop capacity of the museum as a visitor's center to facilitate and guide the tourists regarding the rich history of the region and appropriate code of conduct for the outsiders during various seasonal festivals in Kalasha valleys through but not limiting to:
  - a. Collection of audiovisual materials displayed through applications in tablets installed in kiosks
  - b. Brochures outlining important information regarding Kalasha culture and appropriate code of conduct for the tourists.

## **VI. Duration**

Eight months effective from the date of signing the contract. The proposed strategy should therefore have a long-term vision keeping in view the sustainability of the programs after the conclusion of the project.

## **VII. Inputs**

UNESCO will:

- a) Regularly monitor the effective and timely implementation of the project activities;
- b) Review and approve the training materials;
- c) Review all final plans for each activity prior to implementation (including training agendas/curricula, participants list, etc.; suggest revisions where necessary;
- d) Provide advice to the organization on implementation of activities when needed;
- e) Provide technical support for technical and financial reporting to ensure UNESCO rules are followed;
- f) Facilitate a working relationship with the relevant colleagues and local stakeholders in culture sector to ensure smooth implementation of the project.

The organization will:

- a) Implement the project according to the TORs and agreed work plan of the contract and in regular consultation and coordination with UNESCO Islamabad;
- b) Ensure that reporting requirements are met to the highest standards. For all activities outlined under project outputs, UNESCO requires activities implementation progress reports and post-activity follow-up/evaluation reports. UNESCO expects proper documentation of procedures and timely submission of all evidences needed to verify the occurrence of activities and deliverables.

## **VIII. Reporting Requirements**

Progress reports with each deliverable detailing activities undertaken and progress made towards project objectives is mandatory. Final Report should cover all the deliverables outlined under point III. These reports, inter alia, will include training results, lessons learned, recommendations and challenges.

## **IX. Criterion for Proposals**

The proposal should include the following as a minimum:

1. Description of the institution or organization and its qualifications, including examples and references of previous work pertaining museums, education in museums, community mobilization and engagement of schoolchildren in educational activities in the target areas.
2. Audited financial statements for 2016 and 2017.

3. Summary of the experiences that are directly relevant to the required tasks under the TOR.
4. List of references of clients for whom similar work was carried out.
5. Description of your understanding of the project's requirements.
6. Detailed description of your proposed approach, methodology, and timing (implementation timetable) for achieving the specified deliverables, demonstrating your understanding of the requirements of the TORs.
7. Details of the team that will work on the project and a description of its structure and coordination mechanism (including CVs for all proposed staff members).
8. Detailed itemized budget breakdown for services provided, including personnel and mission costs to Pakistan (including travel and costs associated with planned meetings, consultations and workshops), in PKR.

## **IX. Qualification/Requirements**

The following selection criteria will be applied to proposals under each category:

1. Mandatory Experience and Qualifications:
  - a. Must have prior experience of working in education, museums, heritage education and training of teachers
  - b. Demonstrate organizational capacity of implementing similar projects in the districts with similar issues.
  - c. Senior team member must have an advanced university degree in education and/or related areas.
  - d. Senior team members should have at least 3-5 years of working experience in managing culture and/or education sector programs and projects with heritage education as integral part of the implementation strategy.
2. Desirable Qualifications
  - a. Excellent knowledge and understanding of the context of the target district and provincial culture department, as well as UNESCO and United Nations System in Pakistan.
  - b. Excellent working relations with district and provincial culture departments.
  - c. Local presence and cultural knowledge in the target district is desirable.
  - d. The proposed team members should have strong technical skills of analysis and excellent written and oral communication and report writing skills in English.
  - e. They should also have proven multicultural experience, supported by at least one similar reference
3. Proposed work plan and approach:
  - a. Based on above, proposals will be reviewed according to four criteria that will consider aspects related to the following questions:
    - I. Does the offerer have a local presence with adequate local social capital?
    - II. To what degree does the offerer understand the task in relation to the objectives and requirements set out in TOR?
    - III. Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient / on time submission of deliverables?
    - IV. To what extent does the proposal reflect a feasible methodology to successfully achieve the objectives of the project?

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**ANNEX IV – Proposal Submission Form**

**TO: UNESCO To form an integral part of your technical proposal**

Dear Sir / Madam,

Having examined the solicitation documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for the sum as may be ascertained in accordance with the price schedule attached herewith and made part of this proposal.

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

We agree to abide by this proposal for a period of 90 days from the proposal closing date as stipulated in the solicitation documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name of Bidder:

Address of Bidder:

Authorized Signature:

Name & title of Authorised Signature:

Date:

## ANNEX V – Price Schedule Form

### **GENERAL INSTRUCTIONS**

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerer(s).
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.  
Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time-schedule for utilization of said amount.

<b>Financial Proposal / Price</b>					
<b>Schedule Request for Proposal Ref:</b>					
<b>Total Financial Proposal [currency/amount]:</b>					
<b>Date of Submission:</b>					
<b>Authorized Signature:</b>					
	Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of Man-days	Total [currency/amount]
<b>1.</b>	<b>Remuneration</b>				
<b>2.</b>	<b>Other Expenses</b>				
2.1	Travel (Airfare & car Rentals)				
2.2	Per Diem Allowances				
2.3	Communications Charges				
2.4	Reproduction and Reports				
2.5	Equipment and other Items				
2.6	Printing Costs (educational material)				

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2.7	Printing Costs (information material)				
2.8	Venue Rental for workshops				
2.9	Catering (tea & lunch)				
2.10	Multimedia				
2.11	Visibility Material/ Print (for workshop)				
2.12	Data Collection /Field coordination				
2.13	Digital Application Development				
2.14	Software License Cost				
2.15	Content Development				
2.16	Digital Labelling				
2.17	Teacher & Staff Trainings				

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**ANNEX VI – Vendor Information Form**

**General Information**

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

**Expertise of the Bidder**

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc.):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	

**References:** Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			

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3.			
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**ANNEX VII – Detailed Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Notes/Issues to Consider (As per TOR)	Measurable Criteria / Scoring Scale	Points Obtainable
<b>1.</b>	<b>Capability of Organization / Institution submitting Proposal</b>			<b>200</b>
A	Experience in project/program implementation	It is mandatory for the firm/ entity to have min five years of experience in program and project implementation in the area of culture	50 points for (required) 05 years of experience, 5 points for any additional year up to maximum 70 points	70
B	Evidence of similar work in the past, specifically in the area of museum or art exhibitions	It is mandatory for organization/institution to have successfully implemented/ conducted minimum 3 projects related to the assignment.	More than 6 (100 %) 5-6 (80 % of points) 4 (60 % of points) 3 (40%) 2 (20%) 1 (10%)	70

C	Accessibility to the targeted area and beneficiaries	It is important to provide evidence of past working experience in the targeted province and with local partners/organizations/stakeholders	More than 5 years (100 %) 4-5 years(80 % of points) 3 years (60 % of points) 2 years (40%) 1 year (20%)	60
2.	<b>Proposed Methodology, Approach &amp; work plan</b>			<b>400</b>
A	Describe detailed methodology to undertake the activities and achieve deliverables	The methodology should reflect a sound understanding of the TORs and demonstrate strategy and approach to achieve the objective of enhancing the educational role of the museum as well as the strategy on achieving the following tasks:  I. Assessment of the existing situation of the museum and data collection	The strategy demonstrating all of the given 5 tasks (100%) The strategy demonstrating 4 tasks (80%) The strategy demonstrating 3 tasks (60%) The strategy demonstrating 2 tasks (40%) The strategy demonstrating 1 task (20%)	150

		<ul style="list-style-type: none"> <li>II. capacity building in storytelling and improving interpretation</li> <li>III. Developing the resource material</li> <li>IV. Use of technology etc.</li> <li>V. Engaging Community and Government</li> </ul>		
B	Describe the monitoring mechanism	<p>The proposal should include effective monitoring mechanism, elaborating the following elements:</p> <ul style="list-style-type: none"> <li>1. Performance Indicators to be measured</li> <li>2. Instruments or monitoring formats to be used</li> <li>3. who will collect the data on indicators</li> <li>4. Frequency and periodicity of reporting</li> <li>5. Theory of Change</li> </ul>	<p>Monitoring strategy covering all of the 5 given elements (100%)</p> <p>Monitoring strategy covering 4 elements (70%)</p> <p>Monitoring strategy covering 3 elements (50%)</p> <p>Monitoring strategy covering 2 elements (20%)</p> <p>Monitoring strategy covering 1 element (10%)</p>	60

	Describe the Exit Strategy and sustainability	<p>The proposal should include the exit strategy focusing on the following aspects :</p> <ol style="list-style-type: none"> <li>1. Ensure that beneficiaries will continue to be served</li> <li>2. Evidence that the investment of UNESCO will not be lost</li> <li>3. Planning and strategies on how the beneficiaries will take ownership</li> <li>4. Strategy on how the government can be engaged to sustain the project</li> </ol>	<p>Exit strategy demonstrating all of the 4 given aspects (100%)</p> <p>Exit strategy demonstrating 3 aspects (70%)</p> <p>Exit strategy demonstrating 2 aspects (50%)</p> <p>Exit strategy demonstrating 1 aspect (20%)</p>	60
C	Risk, Assumptions and mitigating strategy.	The proposal should elaborate on the a foreseen risks and the mitigating strategy	<p>Excellent description of assumptions, risks and mitigating strategy (100%)</p> <p>Very Good (80%)</p> <p>Good (60%)</p>	30=15+15

D	Description of realistic work plan with specific treatment of key deliverables and priorities and also clear repartition of tasks amongst team members	<p>The proposal should include realistic work plan reflecting the following features :</p> <ol style="list-style-type: none"> <li>1. Classification and analysis of the tasks</li> <li>2. Prioritization of tasks as per urgency and importance</li> <li>3. Reflects the person responsible for the tasks</li> <li>4. Reflects the parallel and interdependent tasks.</li> </ol>	<p>The work plan reflecting all of the 4 features (100%)</p> <p>The work plan reflecting 3 features (80%)</p> <p>The work plan reflecting 2 features (60%)</p> <p>The work plan reflecting 1 feature (40%)</p>	100
3.	<b>Human Resource Capacity:</b>			<b>100</b>
	Organization to submit the CVs of relevant staff and the team leader demonstrating their skills, qualification, experience and relevance to the assignment	It is mandatory for the team leader and other members specifically experts to have at least 3-5 years of relevant experience and should have master degree in the relevant field including, Anthropology, Museum	<ol style="list-style-type: none"> <li>1. Project Manager with 5 years' experience and at least Master degree in the field of Culture: 30 points and 10 additional points with additional qualification (40)</li> <li>2. The Technical experts working on material development, Training workshop and digital application and at least Master degree with 5 years relevant experience (10+10+10=30)</li> </ol>	

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		Management, Art History, IT etc.	3. The team leader and project team has at least 5 years M & E experience in the similar projects. 5years= 30, 4years=20, 3years=10	
	<b>Sub-total for Technical Evaluation</b>			<b>700</b>