



United Nations  
Educational, Scientific and  
Cultural Organization

Organisation  
des Nations Unies  
pour l'éducation,  
la science et la culture

**REQUEST FOR PROPOSAL – RFP**  
**Services**  
**Ref: FO/RFP/12/2018-145**  
**(Re-advertised)**

Date: 7 February 2019

Dear Sir/Madam,

You are invited to submit an offer for the project “Strengthening Resilience of Kalasha Communities through Protecting and Promoting their Cultural Heritage” in accordance with the present solicitation document. This component of the project will be implemented in Kalasha valleys, Chitral District.

Please note that organisations with strong local presence and organisational infrastructure submit separate technical and financial proposals for each district mentioned above.

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

- Annex I Instructions to Offerors
- Annex II General Conditions of Contract
- Annex III Terms of Reference (TOR)
- Annex IV Proposal Submission Form
- Annex V Price Schedule Form

Your offer comprising of technical and financial proposal, in separate sealed envelopes, should reach the following address no later than **21 February 2019, 1645 hrs (PST)**. Please note that the successful offerors 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.

Administrative Officer UNESCO  
7<sup>th</sup> Floor, Serena Business Complex  
Khayaban-e-Suharwardy Road  
Sector G-5/1, Islamabad

Please fix the following text on envelopes:

**SEALED PROPOSAL - DO NOT OPEN**

**Ref: FO/RFP/12/2018-143**

Closing Date and Time: 21/02/2019, 1645 hrs

This letter is not to be construed in any way as an offer to contract with your organisation. Your proposal could, however, form the basis for a contract between your organisation and UNESCO.

For any queries and clarification, please contact Mr. Papa Makhtar Mbaye, [pm.mbaye@unesco.org](mailto:pm.mbaye@unesco.org)

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

## ANNEX I – Instructions to Offerors

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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 behaviour 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 favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. 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](#).

## **1. Cost of Proposal**

The Offeror 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 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 Proposal.

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

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation'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 through its website (<http://unesco.org.pk/rfp.html>) including an explanation of the query but without identifying the source of inquiry for the benefit of all prospective Offerors 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 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, 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 Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in English. Any printed literature furnished by the Offeror 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 Offeror meets all requirements;
- c. Price schedule, completed in accordance with clauses 10 and 11.

In addition, the following documents should be attached as annexes to the technical proposal:

1. Organizational profile (including the evidence of working with UN agencies and other development partners)
2. Legal status of partner/ registration certificate
3. Procurement policy
4. Organisational structure
5. Staff profiles (specifically of the staff involved in this assignment and their role)
6. Annual progress report
7. Contribution from the Offeror (in terms of financial or human resources or contributions in kind – to the project implementation, if applied)
8. Latest Audit reports 2016/ 2017
9. Current annual operational expenditure (figures must match with the audit report);
10. Current annual programme expenditure (figures must match with the audit report).

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

The technical proposal should not be more than 20-25 pages<sup>1</sup> using Calibri font, size 12. The Offeror shall structure the technical part of its Proposal as follows:

##### **10.1. Description of the organization and its qualifications**

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

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<sup>1</sup> One page is comprised of both sides of a paper.

This Section should provide corporate orientation to include company's profile (year 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 organization 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 Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

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

### **(b) Resource Plan**

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

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

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the organisation 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.

This section should be comprised of the following sub-sections:

- a. Background
- b. Situation analysis
- c. Justification
- d. Approach and Implementation methodology
- e. Proposed activities with log frame
- f. Detailed work plan
- g. M&E mechanism
- h. Internal control system
- i. Human resource plan with person-working days for the proposed activities

### **10.3. Proposed Personnel**

In this section, the Offeror 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 organogram 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 Offeror'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 Offeror 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. The price proposal should be submitted as per the attached format (Annex-B).

### **12. Proposal currencies**

Your separate price envelop must contain an overall quotation in a single currency. It is important to highlight that all prices will be indicated in US\$, however, payment will be made to the Offeror in PKR keeping in view the prevalent currency exchange rate.

### **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 Offeror 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 Offeror or a person or persons duly authorised. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled 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 proposal**

The Offeror 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 15 of Instructions to Bidders.
- b. Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked **Technical Proposal** and contain the information specified in Clause 8 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. Proposal price should not be mentioned in the technical proposal.

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 Offeror 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 Offeror 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 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 offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. The contract will be awarded to the offeror 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 and local presence	200			
2.	Proposed Work Plan and Approach	300			
3.	Personnel	200			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

#### 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 Offerors 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:  $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}]$

#### 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</b>		<b>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 Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned. The successful Offeror must sign a Conflict of Interest waiver with UNESCO

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

UNESCO reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP.



## 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 sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform 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 associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## ANNEX III – Terms of Reference (TOR)

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### I. Background and Justification

Funded by SDC and implemented by UNESCO in partnership with Government of Khyber Pakhtunkhwa, the project “Strengthening the Resilience of Kalasha Communities through Protection and Promotion of their Cultural Heritage” aims to facilitate safeguarding of natural and cultural assets of the Kalasha valleys while developing sustainable ecotourism in the area through documentation and mapping of tangible and intangible cultural assets, capacity-building and awareness-raising trainings with stakeholders including local communities, law enforcement agencies and visitors, and, development of destination management systems and policies to bring about sustained development and increase in livelihood for local communities.

### II. Objective

The objective of this assignment is to improve sustainability of tourism management and ensure income generation for the residents of Kalasha valleys. This will be achieved through capacity-building trainings and workshops conducted with four target groups of approximately 50 individuals (with 50% women participation):

- (i) Kalasha tour guides/village hosts
- (ii) Police and security forces
- (iii) Kalasha valley residents and community leaders
- (iv) Hospitality industry

### III. Outputs and Time Schedule

The Offeror will produce the following outputs during the course of the assignment:

S.No	Deliverables	Timeline
1.	A comprehensive work plan including at the least but not limited to logistical and conceptual details of trainings for all target groups (4), tentative list of attendees, schedules, , budgets and training modules along with review of existing resources and literature to be approved by UNESCO	Within 90 days of the signing of the contract
2.	An analytical report including at the least but not limited to overview of the trainings, attendance sheets, performance reviews and tangible outcomes of each training workshops (with each target groups) along with lessons learned and gaps identified. The report should also contain recommendations for sustainability of the intervention and photographic evidence of the implementation phase.	After 180 Days of the signing of the contract

### IV. Activities

Under the overall guidance of Director UNESCO and direct supervision of National Project Officer Culture and in close consultation with Deputy Commissioner of Chitral where necessary, the partner will undertake the following activities:

#### Target group 1: Kalasha tour guides/village hosts

- Undertake a survey and develop a work plan including:
  - Names of individuals from each valley interested in working as village hosts (ensuring 50% participation from women).
  - A review of literature and data available on Kalasha heritage and culture that could be used to design training materials for the hosts/tour guides to ensure consistent and reliable information on Kalasha history and culture.
  - Tentative schedule of trainings and relevant logistical arrangements as needed
  - Draft training modules including PowerPoint slides, manuals, curricula, agenda, activity sheets and/or any other required medium

Deliverable 1: Draft work plan and training modules
  
- Conduct training workshops with village hosts to facilitate them in systematically organizing tourist groups and various kinds of tours across the three valleys. The workshops will address but not be limited to the following themes:
  - Cosmology: ideas of purity and impurity that govern contemporary Kalasha life
  - Vernacular architecture and the symbolism
  - Folk tales and legends originating from specific places and their importance in local customs
  - Origin stories of festivals and significance of rituals performed in them
  - Code of conduct for the tourists to follow during their stay in Kalash, which ensures respect and consideration of Kalasha way of life and their tangible and intangible cultural assets.
  
- Mobilize and facilitate the trainees in formulating a system that ensures every tourist group is accompanied by a host at all times and engage in activities recommended by the assigned hosts at times suitable for the residents of Kalash.
  
- In close consultation with the Kalasha Valleys Heritage Tourism Committee (see below), facilitate preparation of tariffs and packages for tourist groups that will be available for purchase at the time of assignment of hosts. The tariffs will constitute of activities that tourist groups could partake in Kalasha valleys based on their interests and budgetary preferences (adventure, getaway, cultural sightseeing etc.)

Deliverable 2: Analytical Report

**Target group 2: Police and security forces**

- Develop a work plan that includes:
  - Notes from UNESCO project officer on the needs assessment carried out during a focus group with Chitral Police in November 2018.
  - Intended outcomes and agenda of the training workshop
  - Tentative schedule of trainings and relevant logistical arrangements as needed
  - Training modules including PowerPoint slides, manuals, curricula, agenda, activity sheets and/or any other required medium

Deliverable 1: Work plan
  
- Conduct training workshops with policer officers in Chitral district (since the officers are moved around quite often within the district) to develop understanding of and appreciation of Kalasha culture and equip them with management techniques to handle tourists and locals during peak travel season in a sensitive and effective manner. The workshops will address but not limit to the following themes:

- Cosmology: ideas of purity and impurity that govern contemporary Kalasha life
- Vernacular architecture and the symbolism
- Code of conduct for the tourists to follow during their stay in Kalash, which ensures respect and consideration of Kalasha way of life and their tangible and intangible cultural assets.
- Crowd control and communication tools to effectively and compassionately deal with tourists and locals within the valleys.

Deliverable 2: Analytical Report

### **Target group 3: Kalasha valley residents and community leaders**

- Develop a work plan that includes:
  - Names of individuals from each valley interested in attending the meeting (ensuring 50% participation from women).
  - A review of literature and data available on Kalasha heritage and culture that could be used to design the agenda.
  - Tentative schedule and relevant logistical arrangements as needed
  - Plans for activities and discussions for the meeting

Deliverable 1: Work plan

- Organize a gathering with Kalasha residents and community leaders with the agenda to appreciate the unique heritage and importance of safeguarding it. The gathering will address but not be limited to the following themes:
  - Appreciation of Kalasha heritage and its significant place in the national and regional context
  - Realization of the need to safeguard the heritage through its promotion and preservation
  - Acknowledgement of the complex socioeconomic links that make it difficult to practice Kalasha way of life and how current and future interventions are trying to address this issue.
  - Discussion of tourism as an important part of local economy and the need to enforce codes of conduct for the tourists to follow during their stay in Kalash, ensuring respect and consideration of Kalasha way of life and their tangible and intangible cultural assets.
- Mobilize and facilitate formation of Kalasha Valleys Heritage Tourism Committee, which will comprise of various segments of society and will coordinate all aspects of destination management in the three valleys including organization of host-guest roster and pricing of tourism packages (see above).
  - Prepare specific roles and responsibilities for the committee members ensuring inclusion and engagement across gender, economic background and villages.
  - Monitor the workings of the committee, assure quality outcomes in terms of tourism management in the area, and provide support wherever needed.
  - By December 2019, evaluate committee's performance in conjunction with the community and UNESCO and undertake revisions if necessary.

Deliverable 2: Analytical Report

### **Target group 4: Hospitality industry (tour operators, hoteliers, tour drivers, restaurant owners, handicraft experts)**

- Develop a work plan that includes:
  - Notes from UNESCO project officer on the needs assessment OF hospitality industry carried out during a focus group in November 2018.
  - Intended outcomes and agenda of the training workshop

- Tentative schedule of trainings and relevant logistical arrangements as needed
- Training modules including PowerPoint slides, manuals, curricula, agenda, activity sheets and/or any other required medium

Deliverable 1: Work plan

- Conduct training workshops with tourism entrepreneurs in Kalasha valleys to help improve quality standards of services (hotels, tours, vehicles, souvenirs, food) and develop new tourism products for the tourists. The trainings will address but not limit to the following themes:
  - Understanding of sustainable ecotourism
  - Hospitality expectations of different visitor segments (foreigners, domestic, families, college students)
  - Hospitality and hygiene training
  - For restaurant and hotel owners, importance of having fixed rates communicated via websites or social media should be emphasized.
  - For handicraft store owners, discussion on design, quality control and distribution of handicraft products in conjunction with sustainable material should be carried out.
  - Code of conduct for the tourists to follow during their stay in Kalash, which ensures respect and consideration of Kalasha way of life and their tangible and intangible cultural assets.

Deliverable 2: Analytical Report

**V. Duration of contract**

Six months effective from the date of signing the contract.

**IV. 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.

**VII. 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 above. These reports, inter alia, will include training results, lessons learned, recommendations and challenges.

### **VIII. Minimum content of proposals:**

The proposal should include but not be limited to the following:

1. Description of the institution or organization and its qualifications, including examples and references of previous work pertaining to resource mobilization and capacity building through trainings in sustainable tourism and hospitality management in the target areas.
2. Audited financial statements for 2017 and 2018.
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 along with their contact details.
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). Please also include signed letters from intended team members indicating their availability to take part in the project.
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 USD.

### **IX. Qualifications/Requirements**

Please refer to ANNEX VII.



## ANNEX IV – Proposal Submission Form

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**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 14 (b) of the Instructions to Offerors.
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, itemise the amount requested and provide a time-schedule for utilisation of said amount.

<b>Financial Proposal / Price Schedule</b> <b>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 <sup>2</sup>	Unit <sup>3</sup>	Number	Basis of cost Estimates	Total in USD
<b>Programme expenses</b>				
1	Mission costs			
2	Printing training materials, worksheets, manuals, etc as specified in TORs			
3	Fees of consultants and program staff			
4	Fees of trainers and speakers			
<b>Admin expenses</b>				
1	Vehicle maintenance and fuel expenses			
2	Accommodation and food			
3	Venue rent and/or maintenance			
4	Others (Please specify)			

<sup>2</sup> Detailed estimates of each activity/ item are to be provided separately (if required)

<sup>3</sup> For example, number of exposure visits, training, conventions, FGDs etc.

## 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.			
3.			



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## ANNEX VII – Evaluation Criteria

Technical Proposal Evaluation Form 1				
General Criteria		Notes/Issues to Consider	Measurable Criteria / Scoring Scale	Points obtainable
<b>Expertise of Firm / Institution [200 Points]</b>				
1.1	Organizational capability to implement the activity: experience in project implementation [max points 50]	It is mandatory for Firm/ Entity to have min 05 years of experience in project implementation related to capacity-building trainings related to sustainable tourism and hospitality management.	45 points for required 05 years of experience, 5 points for any additional year up to maximum 50 points	<b>50</b>
1.2	Corporate experience and knowledge in the field of heritage and/or education. [max points 50]	It is mandatory for the Firm/ Entity to have minimum 03 reference/ projects in managing similar sustainable tourism training projects.	More than 5 references	<b>100</b>
			4-5 references	70
			1-3 references	40
			No references	0
1.3	Demonstrated ability of working in education sector involving different stakeholders.[max points 50]	It is mandatory for the Firm/ Entity to have minimum 02 years of work experience with provincial/ area government and local communities.	More than 2 years	<b>50</b>
			1-2 year experience	30
			less than 1 year experience	10
<b>Total Expertise of the Firm</b>				<b>200</b>

Technical Proposal Evaluation Form 2				
General Criteria		Notes	Scoring Scale	Points obtainable
<b>Proposed Work Plan and Approach [300 Points]</b>				
2.1	To what degree does the Firm/Entity provide a sound methodological approach, demonstrating in-depth theoretical understanding of the field, knowledge and the required skills. [100 Points]	<p>The proposal should be elaborated considering the key activities as per TOR based on offeror's own interpretation (i.e. assumption that affect the proposal). Should display:</p> <ol style="list-style-type: none"> <li>1. Deep understanding of the theory and practice of sustainable tourism</li> <li>2. Well-articulated strategies for designing and conducting capacity-building training and follow up-support.</li> <li>3. Sound strategies and mechanism to involve different stakeholders including communities and provincial and district government counterparts</li> </ol>	All three 03 strengths demonstrated	<b>100</b>
			Two 02 strengths demonstrated	70
			One 01 strength demonstrated	30
			None of the mentioned strengths demonstrated	10
2.2	Does the Firm/ Entity provides a clear and realistic work plan, which is relevant to the assignment and timelines and that states a reasonable number of project personnel and a detailed listing of the proper sequence and duration of activities. [max points 100]	<p>The proposal should include plans for:</p> <ol style="list-style-type: none"> <li>1. Project initiation and recruitment</li> <li>2. Organization of project into a realistic timeframe</li> <li>3. Overview of training modules reflecting deep knowledge of local context</li> <li>4. Clear division of tasks amongst team members</li> </ol>	Four (04) aspects covered	<b>100</b>
			Three (03) aspects covered	80
			Two (02) aspects covered	50
			One (01) aspect covered	20
			Zero (0) aspects covered	0
2.3	Does the Firm/ Entity has demonstrated understanding of project management techniques, including monitoring, documentation and reporting procedures? [max points 50]	<p>The proposal should elaborate project management techniques and plans including:</p> <ol style="list-style-type: none"> <li>1. Project management methodology</li> <li>2. A functional monitoring and evaluation framework</li> <li>3. A clear documentation and reporting mechanism</li> </ol>	All three 03 strengths demonstrated	<b>100</b>
			Two 02 strengths demonstrated	60
			One 01 strength demonstrated	40
			None of the mentioned strengths demonstrated	10
<b>Total Proposed Work plan and Approach</b>				<b>300</b>

Technical Proposal Evaluation Form 3					
General Criteria	Notes	Scoring Scale	Points obtainable		
<b>Personnel / General Qualifications [200 Points]</b>					
3.1	Professional experience in specialization field. [max points 200 ]	It is mandatory for the project leader to have a minimum master's degree in hospitality management, sustainable development and sustainable tourism or related subjects. [max points 70]	60 points required for master's degree with 10 points for any additional qualification up to maximum 70 points	<b>70</b>	
		It is mandatory for the project leader to have minimum five years of experience in managing capacity-building projects with sustainable tourism management, hospitality industry and professional training [max points 50]	5 year experience	<b>70</b>	
			3-4 year experience	45	
			1-2 year experience	20	
			No experience	0	
		It is mandatory for a team member to have minimum two years of experience in monitoring and evaluation of similar projects [max points 20]	2 year or more experience	<b>40</b>	
			Less than 2-year experience	20	
			No experience	0	
		It is mandatory that project leader and responsible project staff are able to communicate fluently in English, Urdu and local language. [max points 20]	Excellent communication (all three)	<b>20</b>	
			Good communication (English and Urdu)	18	
			Satisfactory communication	14	
			Marginally acceptable communication (only Urdu)	8	
			No experience	0	
		<b>TOTAL PERSONNEL</b>			<b>200</b>
		<b>Total Technical Proposal</b>			<b>700</b>



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