

## REQUEST FOR PROPOSAL (RFP)

<b>National Open Bidding</b>	<b>DATE: 23 July,2014</b>
	<b>REFERENCE: XSAZ12-1 /07/2014/UNODC</b>

Dear Sir / Madam

- (a) We kindly request you to submit your Proposal to:(1) Undertake a Regional Assessment / Mapping of: vulnerabilities; existing and potential victims of human trafficking and support services for victims at the borders / cross-border (gaps in services etc); (2) Develop comprehensive guidelines for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking and (3) Present the assessment findings and RRM guidelines at a Regional Expert Group Meeting (organized by UNODC).**

Please be guided by the form attached hereto as Annex 2 & 3, in preparing your Proposal.

Proposals may be submitted on or before **Thursday, August 14, 2014** via email or courier mail to the address below:

**United Nations Office on Drugs and Crime,  
Regional Office for South Asia EP 16/17, Chandragupta Marg,  
Chanakyapuri, New Delhi-110021,  
Ms. Nidhi Mehrotra  
Admin and Finance Assistant  
Email- [nidhi.mehrotra@unodc.org](mailto:nidhi.mehrotra@unodc.org)**

Your Proposal must be expressed in English and valid for a minimum period of one hundred twenty days (120).

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNODC/UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNODC/UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria, and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

**Description of Requirements**

<p>Context of the Requirement</p>	<p>UNODC in partnership with the Governments of Bangladesh, India and Nepal is implementing a project focused on <b>“Strengthening service provision for protection and assistance to victims of cross-border trafficking between Bangladesh, India and Nepal”</b>. Human trafficking is one of the critical issues concerning South Asia. The Governments of Bangladesh, India and Nepal are making concerted efforts to counter human trafficking. All three countries ratified the United Nations Convention against Transnational Organized Crime (UNTOC) and India also ratified the TIP Protocol. To effectively address the cross border nature of human trafficking between Bangladesh, India and Nepal, wherein India shares long and often open borders with Bangladesh in the East and Nepal in the North, this project aims to develop suitable institutional frameworks and responses to human trafficking.</p> <p>To this end, UNODC seeks to engage a Consultant / Institution to:</p> <p>(1) Undertake a Regional Assessment / Mapping of: vulnerabilities; existing and potential victims of human trafficking and support services for victims at the borders / cross-border (gaps in services, age and profile of victims crossing borders and accessing services etc); (2) Develop comprehensive guidelines (building on existing ones, if any) for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking and (3) Present the assessment findings and RRM guidelines at a Regional Expert Group Meeting (organized by UNODC).</p>
<p>Implementing Partner of UNODC/UNDP</p>	<p>NA</p>
<p>Brief Description of the Required Services</p>	<p>UNODC seeks proposals from <u>Consultant / Institution</u> for the following:(1) Comprehensive document on the Regional Assessment / Mapping of vulnerabilities and support services for victims at the borders / cross-border (gaps in services etc);(2)Develop comprehensive guidelines for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking and(3)Present the assessment findings and RRM guidelines at a Regional Expert Group Meeting (organized by UNODC).</p>
<p>List and Description of Expected Outputs to be Delivered</p>	<ol style="list-style-type: none"> <li>1. Collect and analyze available data and documents to determine the persons who are in need of the benefits of the program. Examine this data to understand the regional profiling of the existing and potential victims of human trafficking.</li> <li>2. Collect, review and analyze all the necessary documents to fully understand the nature of services needed by the victims and provided to the victims. Determine the gaps/loopholes in the services in the backdrop of their</li> </ol>

	<p>needs.</p> <ol style="list-style-type: none"> <li>3. Device means to supplement existing victim assistance, protection and referral mechanisms by filling up gaps with a view to prevent and mitigate the effects TIP. Geographically demarcate areas that are prone to cross border trafficking where there are inadequate or no existing mechanisms.</li> <li>4. Carry out stakeholder analysis to bring out the roles and responsibilities of key players and institutions that play a vital role in cross-border rescue, rehabilitation and reintegration of victims. Develop recommendations to strengthen linkages between organizations involved in the identification and support of victims.</li> <li>5. Conduct desk reviews, consultations and meetings with Central and State government officials, NGO representative and civil society actors etc. Document specific case studies that reflect absence or inadequacy in institutional responses in cross-border rescue, rehabilitation and reintegration of trafficking victims. On the basis of these cases, propose strategies to make these services effective at the cross-border level.</li> <li>6. Examine existing administrative procedures involved in rescue, rehabilitation and reintegration of victims of cross border trafficking.</li> <li>7. Produce a well-written and comprehensive regional assessment highlighting: <ul style="list-style-type: none"> <li>• Current responses by key stakeholders in the identification, referral, assistance and protection services offered to victims of human trafficking – recommendations for strengthening responses.</li> <li>• Recommendations to strengthen linkages between organizations involved in the identification and support of victims.</li> <li>• Resource Directory of all the relevant Government Departments / Ministries / NGOs with focal points – which organizations are best placed to manage and administer the proposed RRM.</li> <li>• Roadmap for future interventions.</li> </ul> </li> <li>8. Based on this assessment, develop Guidelines to set in place a RRM for enabling coordinated cross-border effective rescue, rehabilitation and repatriation of trafficking victims between Bangladesh, India and Nepal.</li> </ol>
Person to Supervise the Work/Performance of the Service Provider	Representative, Deputy Representative, Project Officer – Anti-Human Trafficking
Frequency of Reporting	Weekly
Progress Reporting Requirements	The Consultant / Institution will present the results to UNODC Regional Office for South Asia (located in New Delhi) from time to time to share the progress of activities under this contract and

	certifying that the works, tasks, assignment have been satisfactorily performed.
Expected duration of work	5 months
Target start date	1 <sup>st</sup> September 2014
Latest completion date	31 May 2015
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others (Not applicable)
Facilities to be Provided by UNODC/UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others(Not applicable)
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Indian Rupees (INR)
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  <p>In exceptional circumstances, UNODC/UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p> <p>The bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

	<input type="checkbox"/> Permitted
Payment Terms	<ol style="list-style-type: none"> <li>1. 20% on signing of contract and submission of detailed work plan and presentation of the methodology to undertake this assignment (in English).</li> <li>2. 50% on submission of comprehensive documentation and assessment of vulnerabilities and support services for victims at the borders / cross-border (in English).</li> <li>3. 30% on submission of comprehensive guidelines for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking - India, Nepal and Bangladesh (in English).</li> </ol>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Representative, Deputy Representative and Project Officer – Anti-Human Trafficking
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNODC/UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li>• Demonstrate knowledge on Human Trafficking issues, Laws, Human Rights and UN human rights mechanisms/instruments-15 Marks</li> <li>• Experience and skills in conducting research and documentation, in the field of Human Trafficking and Human Rights -15 Marks</li> <li>• Demonstrate experience of drafting report, facilitation and dissemination skills among relevant stakeholders-20 Marks</li> <li>• Methodology, activities, Work plan, Team composition/experience and skills- 10 Marks</li> <li>• Demonstrate organizational mandates, sound structure, sound programmatic and financial track record -10 Marks</li> </ul> <p><b><u>Financial Proposal (30 %)</u></b></p> <p>A detailed Financial Proposal to be submitted including travel costs to India, Nepal and Bangladesh to collect information. The financial proposal shall specify a total lump sum amount (including a detailed breakdown of costs for consultancy fees, travel, meeting costs and number of working days). Payments will be made in installments</p>

	based upon outputs/deliverables specified in the TOR and upon certification of satisfactory work as per work plan and endorsed by UNODC.
UNODC/UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 4) <input checked="" type="checkbox"/> Detailed TOR (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p><b>Ms. Swasti Rana</b>  <b>Project Officer- Anti- Human Trafficking</b>  <b>Email: <a href="mailto:swasti.rana@unodc.org">swasti.rana@unodc.org</a></b></p> <p>Any delay in UNODC/UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNODC/UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	N/A

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

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

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[insert: Location].

[insert: Date]

To: [Insert name and address of UNODC/UNDP focal point]

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

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

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

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

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

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

**C. Qualifications of Key Personnel**

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

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

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

*[Designation]*

*[Date]*

**FORM FOR SUBMITTING SERVICE PROVIDER'S  
FINANCIAL PROPOSAL**

**A. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1	20%	
2	Deliverable 2	40%	
3	Deliverable 3	40%	
	<b>Total</b>	<b>100%</b>	

*\*This shall be the basis of the payment tranches*

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

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

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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

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

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

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

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

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

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1a** corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNODC/UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

#### **15.0 TERMINATION**

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

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

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNODC/UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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

## Annex 5

### Terms of Reference (TOR)

#### for engaging a Consultant / Institution to carry out activities for strengthening protection services for victims of cross-border trafficking between Bangladesh, India and Nepal

#### 1. TERMS OF REFERENCE (TOR).

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**(a) Objectives:** A Consultant / Institution will be engaged to: (a) Undertake a Regional Assessment / Mapping of : vulnerabilities; existing and potential victims of human trafficking and support services for victims at the borders / cross-border (gaps in services etc); (b) Develop comprehensive guidelines for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking and (c) Present the assessment findings and RRM guidelines at a Regional Expert Group Meeting (organized by UNODC).

**(b) Background:** UNODC in partnership with the Governments of Bangladesh, India and Nepal is implementing a project focused on “Strengthening service provision for protection and assistance to victims of cross-border trafficking between Bangladesh, India and Nepal”.

Human trafficking is one of the critical issues concerning South Asia. The Governments of Bangladesh, India and Nepal are making concerted efforts to counter human trafficking. All three countries ratified the United Nations Convention against Transnational Organized Crime (UNTOC) and India also ratified the TIP Protocol. In addition, Nepal and Bangladesh have enacted comprehensive legislations addressing trafficking for all forms of exploitation. In light of these developments and in line with proposed National Plan of Actions of these Governments to counter human trafficking, the project aims to assist the Governments in preventing human trafficking whilst strengthening protection and assistance to victims of cross-border trafficking between Bangladesh, India and Nepal.

The open borders in the region are often cited as a contributing factor to cross-border trafficking, including the trafficking of girls from Nepal and Bangladesh to India. To effectively address the cross border nature of human trafficking between Bangladesh, India and Nepal, wherein India shares long and often open borders with Bangladesh in the East and Nepal in the North, this project aims to develop suitable institutional frameworks and responses to human trafficking.

**To this end, UNODC seeks to engage a Consultant / Institution to: (a) Undertake a Regional Assessment / Mapping of: vulnerabilities; existing and potential victims of human trafficking and support services for victims at the borders / cross-border (gaps in services, age and profile of victims crossing borders and accessing services etc); (b) develop comprehensive guidelines (building on existing ones, if any) for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking and (c) Present the assessment findings and RRM guidelines at a Regional Expert Group Meeting (organized by UNODC).**

**(c) Scope of work and expected outputs / deliverables:** The scope of work and expected outputs/deliverables of the consultant/agency will be the following:

1. Collect and analyze available data and documents to determine the persons who are in need of the benefits of the program. Examine this data to understand the regional profiling of the existing and potential victims of human trafficking.

2. Collect, review and analyze all the necessary documents to fully understand the nature of services needed by the victims and provided to the victims. Determine the gaps/loopholes in the services in the backdrop of their needs.
3. Devise means to supplement existing victim assistance, protection and referral mechanisms by filling up gaps with a view to prevent and mitigate the effects TIP. Geographically demarcate areas that are prone to cross border trafficking where there are inadequate or no existing mechanisms.
4. Carry out stakeholder analysis to bring out the roles and responsibilities of key players and institutions that play a vital role in cross-border rescue, rehabilitation and reintegration of victims. Develop recommendations to strengthen linkages between organizations involved in the identification and support of victims.
5. Conduct desk reviews, consultations and meetings with Central and State government officials, NGO representative and civil society actors etc. Document specific case studies that reflect absence or inadequacy in institutional responses in cross-border rescue, rehabilitation and reintegration of trafficking victims. On the basis of these cases, propose strategies to make these services effective at the cross-border level.
6. Examine existing administrative procedures involved in rescue, rehabilitation and reintegration of victims of cross border trafficking.
7. Produce a well-written and comprehensive regional assessment highlighting:
  - Current responses by key stakeholders in the identification, referral, assistance and protection services offered to victims of human trafficking – recommendations for strengthening responses.
  - Recommendations to strengthen linkages between organizations involved in the identification and support of victims.
  - Resource Directory of all the relevant Government Departments / Ministries / NGOs with focal points – which organizations are best placed to manage and administer the proposed RRM.
  - Roadmap for future interventions.
8. Based on this assessment, develop Guidelines to set in place a RRM for enabling coordinated cross-border effective rescue, rehabilitation and repatriation of trafficking victims between Bangladesh, India and Nepal.

**(d) Final Deliverables:**

- **Comprehensive document on the Regional Assessment / Mapping of vulnerabilities and support services for victims at the borders / cross-border (gaps in services etc).**
- **Develop comprehensive guidelines for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking.**
- **Present the assessment findings and RRM guidelines at a Regional Expert Group Meeting (organized by UNODC).**

**(e) Timeframe and deadlines:** This assignment is open for Consultants / Institutions based in India, Nepal and Bangladesh and is for a period of 5 working months between September 2014 – May 2015. It is likely to commence in September 2014.

**(f) Reports:** The Consultant / Institution will present the results to UNODC Regional Office for South Asia (located in New Delhi) from time to time to share the progress of activities under this contract and certifying that the works, tasks, assignment have been satisfactorily performed.

## **9. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

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- At least seven years of experience in the field of social development/ training/ human trafficking / human rights.
- Knowledge of and practical experience in research and documentation and proven experience in the field of Anti Human Trafficking.
- Experience in the usage of computers and office software packages (MS Word, Excel, Power point etc).
- Excellent writing, editing, and oral communication skills in English.

### **3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**

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While submitting the Technical Proposal, the Applicant organization shall, in particular, ensure to attach the following:

1. Profile of the consultant / agency (max 1 page) explaining why they are the most suitable for the work (in case of agency - brief overview of the organization including year of establishment, main area of expertise (thematic and sector), past client organizations (credentials), last three years' audited statement of accounts, geographic scope of work and contact information of key focal point).
2. Relevant Experience (max 2 page).
3. Detailed methodology and conceptual framework with expected deliverables and timelines, team composition, man days required (3-5 pages).
4. Recent CV

### **4. FINANCIAL PROPOSAL**

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**Lump sum contracts:** The financial proposal shall specify a total lump sum amount (including a breakdown of costs for fee, travel (India, Nepal and Bangladesh), and number of working days). Payments will be made in installments based upon key outputs, i.e. upon delivery of the services specified in the TOR.

- 20% on signing of contract and submission of detailed work plan and presentation of the methodology to undertake this assignment (in English).
- 50% on submission of comprehensive documentation and assessment of vulnerabilities and support services for victims at the borders / cross-border (in English).
- 30% on submission of comprehensive guidelines for a Regional Referral Mechanism (RRM) for protection and assistance to victims of cross border trafficking - India, Nepal and Bangladesh (in English).

### **5. EVALUATION**

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#### **Cumulative analysis**

The weighted average basis will be applied to evaluate the applicant, the award of the contract will be made to the Institution whose offer has been evaluated and determined as:

- Responsive/compliant/acceptable, and;
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

## **Criteria Max. Point**

### **Technical: 70**

- Demonstrate knowledge on Human Trafficking issues, Laws, Human Rights and UN human rights mechanisms/instruments- 15 Marks
- Experience and skills in conducting research and documentation, in the field of Human Trafficking and Human Rights -15 Marks
- Demonstrate experience of drafting report, facilitation and dissemination skills among relevant stakeholders-20 Marks
- Methodology, activities, Work plan, Team composition/experience and skills- 10 Marks
- Demonstrate organizational mandates, sound structure, sound programmatic and financial track record -10 Marks

### **Financial: 30 points**

A detailed Financial Proposal to be submitted including travel costs to India, Nepal and Bangladesh to collect information. The financial proposal shall specify a total lump sum amount (including a detailed breakdown of costs for consultancy fees, travel, meeting costs and number of working days). Payments will be made in installments based upon outputs/deliverables specified in the TOR and upon certification of satisfactory work as per work plan and endorsed by UNODC.

## **HOW TO SEND THE BID/PROPOSAL**

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Interested eligible bidders may submit their proposal both in sealed envelope and through email (only technical and financial proposal) detailing the individual costs for carrying out the assignment as well as the consolidated cost along with documents to support qualification and experience.

### **LANGUAGE OF BID:**

The bid, as well as all correspondence and documents relating to the bid shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.

### **CURRENCIES OF BID:**

All financial information should be provided in Indian currency. Both, hard copy (sealed and signed) quotations and soft scanned copies of proposals should be submitted.

### **PERIOD OF VALIDITY OF BIDS:**

Bids shall remain valid for the period of 90 days after the date of bid submission. A bid valid for a shorter period shall be rejected by the Purchaser as non- responsive.

### **FORMAT AND SIGNING OF BID:**

The Bidder shall prepare one original and one copy of the bid, clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.

#### **SEALING AND MARKING OF BIDS:**

The bidder is expected to submit the proposal both in hard copies and electronically.

- 1) **Electronically (only the technical and financial proposal) to Ms. Nidhi Mehrotra (nidhi.mehrotra@unodc.org)**
- 2) Hard copy (technical and financial proposal including annexures): The bidder shall enclose the original and a copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copy shall then be enclosed in another envelope

The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to:

**Ms. Nidhi Mehrotra  
Admin and Finance Assistant  
Anti Human Trafficking  
UNODC, Regional Office for South Asia  
EP 16/17, Chandragupta Marg, Chanakyapuri, New Delhi**

- (c) bear the specific identification number and title i.e. **UNODC/XSAZ12/National Consultancy (Regional Assessment)/ Anti Human Trafficking / 2014**

If the outer envelope is not sealed and marked, the purchaser will assume no responsibility for the misplacement or premature opening of the bid.

#### **Deadline for Submission of Bids:**

Bids must be received by UNODC at the address specified above no later than – 14 August 2014  
Late bids will be rejected.

#### **MODIFICATION AND WITHDRAWAL OF BIDS:**

The bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.