Dear Sir / Madam

We kindly request you to submit your Proposal to undertake a (1) comprehensive training needs assessment and based on this assessment, develop a training module / curriculum for law enforcement officials and labour officers, in close consultation with UNODC and (2) assist the project team in organizing and facilitating 6 training programmes in select states of India (Chattisgarh, Jharkhand, Delhi and/or Orissa).

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

Proposals may be submitted on or before Thursday, March 6, 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. Swasti Rana
Project Officer- Anti Human Trafficking
Email- swasti.rana@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:

Thank you and we look forward to receiving your Proposal.
### Description of Requirements

| Context of the Requirement | UNODC in partnership with the International Labour Office (ILO), is implementing a Project titled “Work in Freedom” Programme on Preventing trafficking of women and girls in South Asia and the Middle East”. Under this project, UNODC seeks to strengthen the capacities of concerned stakeholders (law enforcement and labour inspectors) to prevent and identify, investigate and prosecute cases of trafficking and forced labour, and to enhance cooperation between police, labour inspectors and other concerned law enforcement officials. Ministries of Home Affairs and Labour and other concerned institutions in India will be consulted in developing and undertaking these training programmes. To this end, UNODC seeks to engage an Institution to undertake a (1) comprehensive training needs assessment and based on this assessment, develop a training module / curriculum for law enforcement officials and labour officers, in close consultation with UNODC and (2) assist the project team in organizing and facilitating 6 training programmes in select states of India (Chattisgarh, Jharkhand, Delhi and/or Orissa). |
| Implementing Partner of UNODC/UNDP | NA |
| Brief Description of the Required Services | UNODC seeks proposals from institutions to carry out a (1) training needs assessment (including selection of training sites/venues, schedule for training, resource persons, participants etc) and based on this assessment, develop a comprehensive training module/curriculum for law enforcement officials and labour officers and (2) assist the project team in organizing and facilitating 6 training programmes in select states of India (Chattisgarh, Jharkhand, Delhi and/or Orissa). |
| List and Description of Expected Outputs to be Delivered | 1. Collect, review and analyze the necessary documents/training modules, training materials to fully understand the ground situation and existing training material available for training law enforcement and labour officers on AHT; relevant national and state legislations and policies that India has signed/ratified pertaining to trafficking in persons, with specific focus on preventing trafficking for forced labour / domestic labour.  
2. Carry out stakeholder analysis to bring out the roles and responsibilities of key players and institutions.  
3. Carry out a “Gap” analysis to identify gaps in the trainings being imparted on anti human trafficking. Map out the issues and identify the priorities in line with the objectives of this project. This should include consultations and meetings and key informant interviews with relevant Government, UN, INGOs, and NGOs) working on AHT.  
4. Produce a well-written and comprehensive training needs assessment report based on the above, including recommendations for: |
- selection of training sites/venues;
- schedule for training;
- identify key resource persons;
- participants;
- post-training evaluation and impact assessment.

This should include also a Resource Directory of all the relevant Government Departments / Ministries, NGOs / Academic Institutions with focal points.

5. Based on this assessment, develop a training module for (a) law enforcement officials and (b) labour officers, with a special focus on preventing trafficking for labour purposes (in English).

6. Share the draft module with key experts including government for their review; collect comments and finalize the module (*The Institution will arrange a sharing and review meeting in coordination with the government*).

7. Assist the project team in organizing and facilitating 6 training programmes for law enforcement officers and labour officers in select states of India (Chattisgarh, Jharkhand, Delhi and/or Orissa).

<table>
<thead>
<tr>
<th>Person to Supervise the Work/Performance of the Service Provider</th>
<th>Representative, Deputy Representative, Project Officer – Anti-Human Trafficking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of Reporting</td>
<td>Weekly</td>
</tr>
<tr>
<td>Progress Reporting Requirements</td>
<td>Weekly e-mail and telephonic reporting or meeting with UNODC team on progress made against deliverables, in line with the workplan.</td>
</tr>
<tr>
<td>Expected duration of work</td>
<td>9 months</td>
</tr>
<tr>
<td>Target start date</td>
<td>20 March 2014</td>
</tr>
<tr>
<td>Latest completion date</td>
<td>20 December 2014</td>
</tr>
<tr>
<td>Special Security Requirements</td>
<td>☐ Security Clearance from UN prior to travelling</td>
</tr>
<tr>
<td></td>
<td>☐ Completion of UN’s Basic and Advanced Security Training</td>
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<td></td>
<td>☐ Comprehensive Travel Insurance</td>
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<td></td>
<td>☒ Others (Not applicable)</td>
</tr>
<tr>
<td>Facilities to be Provided by UNODC/UNDP (i.e., must be excluded from Price Proposal)</td>
<td>☐ Office space and facilities</td>
</tr>
<tr>
<td></td>
<td>☐ Land Transportation</td>
</tr>
<tr>
<td></td>
<td>☒ Others (Not applicable)</td>
</tr>
<tr>
<td>Implementation Schedule indicating breakdown and timing of activities/sub-activities</td>
<td>☒ Required</td>
</tr>
<tr>
<td></td>
<td>☐ Not Required</td>
</tr>
<tr>
<td>Names and curriculum vitae of individuals who will be involved in completing the services</td>
<td>☒ Required</td>
</tr>
<tr>
<td></td>
<td>☐ Not Required</td>
</tr>
</tbody>
</table>
| **Currency of Proposal** | ☐ United States Dollars  
☐ Euro  
☒ Indian Rupees (INR) |
|-------------------------|----------------------|
| **Value Added Tax on Price Proposal** | ☐ must be inclusive of VAT and other applicable indirect taxes  
☒ must be exclusive of VAT and other applicable indirect taxes |
|-------------------------|----------------------|
| **Validity Period of Proposals (Counting for the last day of submission of quotes)** | ☐ 60 days  
☐ 90 days  
☒ 120 days |
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<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
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<td>-------------------------</td>
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</tbody>
</table>
| **Partial Quotes** | ☒ Not permitted  
☐ Permitted |
|-------------------------|----------------------|
| **Payment Terms** | (1) 20% on completion of Training needs assessment including desk review, situation report (in English)  
(2) 40% on submission of comprehensive training module with a two day training curriculum for (a) law enforcement officials and (b) labour officers (in English), including a plan for post training evaluation and impact assessment.  
(3) 40% on completion of six trainings and submission of training reports, including post training evaluation and impact assessment. |
<table>
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</thead>
<tbody>
<tr>
<td><strong>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</strong></td>
<td>Representative, Deputy Representative and Project Officer – Anti-Human Trafficking</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------</td>
</tr>
</tbody>
</table>
| **Type of Contract to be Signed** | ☐ Purchase Order  
☒ Institutional Contract  
☐ Contract for Professional Services |
|-------------------------|----------------------|
| **Criteria for Contract Award** | ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  
☒ 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.

<table>
<thead>
<tr>
<th>Criteria for the Assessment of Proposal</th>
<th>Technical Proposal (70%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Demonstrate knowledge on Human Trafficking issues, Laws, Human Rights and UN human rights mechanisms/instruments- 15 Marks</td>
</tr>
<tr>
<td></td>
<td>Experience and skills in conducting legal analysis, training need assessment, in the field of Human Trafficking and Human Rights -15 Marks</td>
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<tr>
<td></td>
<td>Demonstrate experience of training module, drafting report, facilitation and dissemination skills among relevant stakeholders-20 Marks</td>
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<tr>
<td></td>
<td>Methodology, activities, Work plan, Team composition/experience and skills- 10 Marks</td>
</tr>
<tr>
<td></td>
<td>Demonstrate organizational mandates, sound structure, sound programmatic and financial track record -10 Marks</td>
</tr>
</tbody>
</table>

**Financial Proposal (30 %)**

To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNODC/UNDP.

---

<table>
<thead>
<tr>
<th>UNODC/UNDP will award the contract to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ One and only one Service Provider</td>
</tr>
<tr>
<td>☐ One or more Service Providers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annexes to this RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Form for Submission of Technical Proposal (Annex 2)</td>
</tr>
<tr>
<td>☒ Form for Submission of Financial Proposal (Annex 3)</td>
</tr>
<tr>
<td>☒ General Terms and Conditions (Annex 4)</td>
</tr>
<tr>
<td>☒ Detailed TOR (Annex 5)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person for Inquiries (Written inquiries only)</th>
<th>Ms. Swasti Rana</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Officer- Anti- Human Trafficking</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:swasti.rana@unodc.org">swasti.rana@unodc.org</a></td>
</tr>
</tbody>
</table>

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.

| Other Information [pls. specify] | N/A |
FORM FOR SUBMITTING SERVICE PROVIDER’S TECHNICAL PROPOSAL

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery)

[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

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

---

1 This serves as a guide to the Service Provider in preparing the Proposal.
2 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
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*

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>3 Deliverable 3</td>
<td>40%</td>
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<tr>
<td>Total</td>
<td>100%</td>
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</tbody>
</table>

*This shall be the basis of the payment tranches

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

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

[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 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 an Institution to carry out training related activities on anti human trafficking in India

1. TERMS OF REFERENCE (TOR).

Objectives: An Institution will be hired to carry out a (1) training needs assessment (including selection of training sites/venues, schedule for training, resource persons, participants etc) and based on this assessment, develop a comprehensive training module/curriculum for law enforcement officials and labour officers and (2) assist the project team in organizing and facilitating 6 training programmes in select states of India (Jharkhand, Chattisgarh, Delhi and/or Orissa).

(a) Background: For millions of people in South Asia, migration is an important livelihood strategy to escape poverty for themselves and their families. They move long distances in pursuit of jobs and earnings to remit home. Some migrate from poor to richer regions or from rural to urban areas, within their own country, while many migrate abroad. This is the case for many women and girls who face discrimination at home and are willing to take up offers of jobs in countries of the Middle East, particularly as domestic workers. Many are exploited in economic activities like domestic work or the textiles and garment sector.

There are many causes and risk factors for forced labour and trafficking. Trafficking is also facilitated by weak regulatory frameworks and poor law enforcement, as well as by restrictive and gender insensitive migration policies.

UNODC in partnership with the International Labour Office (ILO), is implementing a Project titled “Work in Freedom” Programme on Preventing trafficking of women and girls in South Asia and the Middle East”. Under this project, UNODC seeks to strengthen the capacities of concerned stakeholders (law enforcement and labour inspectors) to prevent and identify, investigate and prosecute cases of trafficking and forced labour, and to enhance cooperation between police, labour inspectors and other concerned law enforcement officials. Ministries of Home Affairs and Labour and other concerned institutions in India will be consulted in developing and undertaking these training programmes.

To this end, UNODC seeks to engage an Institution/Agency to undertake a (1) comprehensive training needs assessment and based on this assessment, develop a training module / curriculum for law enforcement officials and labour officers, in close consultation with UNODC and (2) assist the project team in organizing and facilitating 6 training programmes in select states of India (Jharkhand, Chattisgarh, Delhi and/or Orissa).

(c) Scope of work and expected outputs / deliverables: The scope of work and expected outputs/deliverables for the Institution will be the following:

1. Collect, review and analyze the necessary documents/training modules, training materials to fully understand the ground situation and existing training material available for training law enforcement and labour officers on AHT; relevant national and state legislations and policies that India has signed/ratified pertaining to trafficking in persons, with specific focus on preventing trafficking for forced labour / domestic work.
2. Carry out stakeholder analysis to bring out the roles and responsibilities of key players and institutions.
3. Carry out a “Gap” analysis to identify gaps in the trainings being imparted on anti human trafficking. Map out the issues and identify the priorities in line with the objectives of this project. This should include consultations and meetings and key informant interviews with relevant Government, UN, INGOs, and NGOs) working on AHT.

4. Produce a well-written and comprehensive training needs assessment report based on the above, including recommendations for:
   - selection of training sites/venues;
   - schedule for training;
   - identify key resource persons;
   - participants;
   - post -training evaluation and impact assessment.

This should include also a Resource Directory of all the relevant Government Departments / Ministries, NGOs / Academic Institutions with focal points.

5. Based on this assessment, develop a training module for (a) law enforcement officials and (b) labour officers, with a special focus on preventing trafficking for labour purposes (in English).

6. Share the draft module with key experts including government for their review; collect comments and finalize the module (*The Institution will arrange a sharing and review meeting in coordination with the government*).

7. Assist the project team in organizing and facilitating 6 training programmes for law enforcement officers and labour officers in select states of India (Jharkhand, Chattisgarh, Delhi and/or Orissa).

**Final Deliverables:**

(a) Training needs assessment including desk review, situation report (in English).

(b) Comprehensive training module, with a two-day training curriculum for (a) law enforcement officials and (b) labour officers, including a plan for post-training evaluation and impact assessment (in English).

(c) Six training completed and reports submitted, including post-training evaluation and impact assessment.

(d) **Timeframe and deadlines:** This assignment is for India based Agencies/ Institutions only and is for a period of 9 months. It is likely to commence in March 2014.

   (1) Training module to be completed within 2 months from date of issuance of contract and (2) Six trainings completed and reports submitted within 9 months from date of issuance of contract.

(f) **Reports:** The National Institution/Agency 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.

(g) **Inputs:** The project will provide administrative support, as appropriate.

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2. **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

- At least ten years of experience in the field of social development/ training/ human trafficking / human rights.
- Knowledge of and practical experience in conducting need assessments and developing training modules/curriculum, training materials and organizing and facilitating training.
- Proven experience conducting training in on 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

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

1. Profile of the organization (max 1 page) explaining why they are the most suitable for the work (In case of organization -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 of the expert(s) – max. 4 pages each.

4. FINANCIAL PROPOSAL

Lump sum contracts: The financial proposal shall specify a total lump sum amount (including a breakdown of costs for fee, travel, per diems, 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.

1. 20% on completion of Training needs assessment including desk review, situation report (in English)

2. 40% on submission of comprehensive training module with a two day training curriculum for (a) law enforcement officials and (b) labour officers (in English)

3. 40% on completion of six trainings and submission of training reports.

5. EVALUATION

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 legal analysis, training need assessment, in the field of Human Trafficking and Human Rights -15 Marks
• Demonstrate experience of training module, 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

HOW TO SEND THE BID/PROPOSAL

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 initialled 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. Swasti Rana (swasti.rana@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. Swasti Rana
Project Officer
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/XSAZ19/National Consultancy (AHT)/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 6 March 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.