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Request for Quotation (RFQ)
“Training school specialized in Intermediate Management Diploma and Senior Management Course”

NAME & ADDRESS OF FIRM	DATE: 05th December 2013
	REFERENCE: UNDP/RFQ/032/2013

Dear Sr./Madam

1. We kindly request you to submit your quotation for ***Specialized training in Intermediate Management Diploma and Senior Management Course***, as detailed in Section 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Section 3.
2. To assist in preparing the quotation, the following documents are attached:
 - a. “Terms of Reference” (Section 1)
 - b. “Price Schedule Sheet” (Section 2)
 - c. “General Terms and Conditions for Purchase Orders (section 3)
3. **Submittals.** The following should be submitted as part of any quotation:

Technical offer

- Copy of the licence of the school
- Company Profile including business registration
- Experience in conducting similar services. Provide the list with references of similar trainings conducted by the school for different organizations
- Names and qualifications of the key trainers

Financial offer

- A duly completed copy of the Price Schedule (Section 3).

4. **Deadline:** Proposals may be submitted on or before **December 19th 2013** and via email or courier mail to the address below:

United Nations Development Programme
Noflien area, Abu Ojeila Ben Taleb
Street near to Ben Othoman School,
Tripoli, Libya
Alfonso Ortega
Email: procurement.ly@undp.org

5. **Evaluation.** Quotations will be evaluated on the following basis:

- Technical responsiveness/Full compliance to requirements and lowest price
 - a) Experience in Training Services contracts in the role of contractor, subcontractor, or management contractor for at least the last **one (1) year**;
 - b) Participation as contractor, management contractor or subcontractor, in at least **two (2)** contracts, each with scope of works that have been successfully and substantially completed and that are similar to the proposed services;
 - c) Key Trainers with first degree in a relevant field of study with 3 years experience in Training Services.

Yours sincerely,



Eric Overvest, Country Director

Section 1: Terms of Reference

Background

UNDP has been supporting Libya in its transition to democracy. UNDP is contributing to building and developing the capacities of staff of GNC secretariat (Diwan). You are kindly requested to provide your offer in the following areas:

Contents of the training:

The training 1 is Intermediate Management Diploma. And the second one is Senior Management Course

Training 1- Intermediate Management Diploma includes the following:

- Scientific Management and the Administrative Process
- Effective Supervision Skills
- Skills of Dealing with Subordinates
- Presentation and Delivery Skills
- Identification and Innovative/Creative Thinking Skills
- Staff Motivation and Incentives
- Staff Performance Evaluation
- Effective Negotiation Skills
- Personnel Management
- Interviews Management
- How to Prepare Job Description
- How to Prepare Cadres and Organizational Structures
- Goals and Results Oriented Management

Number of staff to be trained: 80

Duration of the training: 60 hours, 5 hours per day (Sunday to Thursday)

Location: At the training school premises in Tripoli

Implementation Period: The trainings should be implemented during the period January 2014- April 2014 (with possibility of extension)

Senior Management Diploma= 60 hours

Training 2- Senior Management Course should include the following:

- Effective Communication for the Senior Management Personnel
- The Scientific Methodology for Goals Identification
- Time Management and Organization
- Meetings Management
- Crisis and Work Pressure Management
- Building of the Work Team
- Issues/Problems Analysis and Decision Making
- Strategic Planning
- Change Management
- Transforming Ideas into Work Plans and programs

Number of staff to be trained:

Senior Management Course=20 staff members

Duration of the training:

Senior Management Course= 26 hours, 2 hours per topic as requested by the training department of GNC

Location:

GNC secretariat (Diwan), Tripoli

Implementation Period

- The trainings should be implemented during **the period January 2014- April 2014 (with possibility of extension)**

Requirements for the training:

- Participatory methodology based on exercises, panel discussions and working groups
- Practical approach with case studies
- Specialized training videos
- Provide training package (manuals and materials)
- Provision of qualified trainers
- Certificates for trainees upon completion of training
- training attendance sheet
- training evaluation sheet of trainees progress
- Comprehensive report after each training module, with recommendations regarding selection of trainees to a more advanced/intensive completion of a specific training level

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. _____:

Please complete the following table and please take into consideration the following:

- The fees are fixed for a period of 6 months
- The fees should include the location and the material and all the fees related to the training and refreshments during the breaks
- The attendance of the trainees should be recorded by the provider and by certified both signatures of students and trainer

Training	Number of hours	Number of people	Group of Trainees	Cost by person	Cost by group	Total cost
Intermediate Management Diploma	60	80	4 groups			
Senior Management Course	26	20	1 group			
TOTAL PROPOSAL PRICE						

Submitted by:

Name _____

Address _____

Telephone _____ Fax _____

E-mail _____

Signature _____ Date _____

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Section 3
UNDP GENERAL CONDITIONS OF CONTRACT
FOR PURCHASE ORDERS

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to

this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

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

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to

the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 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 UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 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.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of 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.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, 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 UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

