# Request for Proposal (RFP)

RFP/UNDP/HDRO/003/2012

Date: 18 April 2012

Dear Sir/Madam,

**Subject: Long Term Agreement (LTA) for provision of Translation and Typesetting services of the French edition of United Nations Development Programme's (UNDP's) Human Development Reports and typesetting of its Summaries.**

The Procurement Support Office (PSO) of the United Nations Development Programme (UNDP) hereby solicits your **proposal for provision of Translation and typesetting services of the French edition of UNDP's Human Development Reports (HDRs) and typesetting of its Summaries ,** as per the enclosed Terms of Reference in Annex II.

The purpose of this present tender is to conclude Long Term Agreements (LTAs) with the successful Offerors for the period of three years. The successful Offerors shall provide the required high-quality Translation Services and shall be contracted for an initial period of 1 (one) year, with the contract renewable on an annual basis subject to satisfactory contract performance. UNDP intends to award one Primary LTA and one Stand-by LTA in the event that the primary LTA holder does not perform satisfactorily.

1. The estimated value of services to be purchased in three years is less than USD 100,000. However, UNDP does not guarantee it will place orders for this amount and is not bound by the LTAs to purchase any minimum amount of services. UNDP reserves the right to utilize other sources at its discretion to assure value for money. Once the contract is established with the winning vendor(s), orders will be placed through the Purchase Orders and the General Conditions of the Contract for Services will be in force.

2. To enable you to submit a proposal, attached are:

   i. Instructions to Offerors …….(Annex I)
   ii. Terms of Reference (TOR)……..,.(Annex II)
   iii. Sample for Translation ……..(Annex III)
   iv. Proposal Submission Form …….…....(Annex IV)
   v. General Conditions of Contract……..……...(Annex V)
   vi. Technical Proposal Format…….(Annex VI)
   vii. Financial Proposal Format……..(Annex VII)

3. Sample

   All Offerors are requested to submit the attached sample **Annex III** translated into French. These translations will be evaluated as a precondition to continuing evaluation of the submitted technical proposals. **Please place this Sample Translation in 1 (one) separate envelope or if electronic submission is used, submit as a separate file.**

4. Your offer should comprise of the sample translation, a technical proposal and a financial proposal, **in separate envelopes** (one outer and three inner envelopes) **plus their copies** on CD read-only media as noted in the Instructions to Offerors, clause 13. This offer should reach the address below via courier/hand delivery **no later than 1 May 2012 at 5 pm US Eastern Time.** Please mark each envelope and CD with the RFP number and project name, and send it to:

5. **Address**: United Nations Development Programme
1 United Nations Plaza
Room DC1 - 1765
New York, NY 10017, USA

**Attention**: Procurement Support Office/Central Procurement Unit, BoM

Marked with -

**RFP/UNDP/HDRO/003/2012 - Translation and Typesetting services of the French edition of UNDP's Human Development Reports (HDRs) and typesetting of its Summaries**

6. To facilitate proposals submission, you may choose to submit the proposal by e-mail to **cpu.bids@undp.org**. Please refer to clause 14.2 of Annex I for detailed instructions on electronic submissions.

7. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your query to ugyen.tobgay@undp.org and cc to linda.musa@undp.org.

8. Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment, including through provision of supplementary information. Prospective Offerors are therefore advised to regularly check the UNDP website <http://www.undp.org/procurement/> for amendments.

9. You are requested to acknowledge receipt of this letter and to indicate/confirm whether or not you intend to submit a proposal in response to the revised RFP by sending an e-mail to ugyen.tobgay@undp.org and cc to linda.musa@undp.org.

10. This letter is not to be construed in any way as an offer to contract with your firm. Furthermore, UNDP reserves the right to reject part or all of the proposals received.

Yours sincerely,

Bakhtiyor Khamraev
Chief, Central Procurement Unit
BoM/Procurement Support Office
United Nations Development Programme

**Annex I**

## Instructions to Offerors

### A. INTRODUCTION

### 1. Background

1.1 The United Nations Development Programme (UNDP), a development agency of the United Nations, is requesting bids for provision of Translation Services for the Human Development Report.

### 1.2 Memo to Offerors (Examples of Bid Rejection)

Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Request for Proposals contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why proposals are rejected by UNDP. Offerors are urged to read this before submission and to check that their proposal conforms to each of these points and the instructions as noted in the bidding documents.

- Proposal is submitted after the deadline for submission, either by hand or electronically. Emailed proposals sent just before the deadline may arrive after the deadline and be rejected. Therefore, make to sure to submit your proposals beforehand.
- Proposal not submitted to correct physical or electronic address. Note that the address for proposal submission is different to the address for bid questions.
- Proposal is submitted as a single package, without separating technical and financial proposal (and samples, when applicable). In a request for proposals, samples, technical and financial information must be contained in separate envelopes/email attachments.
- Proposal is not signed as per the instructions in the RFP.
- Not all sufficient documents have been provided.
- Documents provided are not in English.
- Documents provided do not directly address each point of the evaluation criteria.
- Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR.
- Proposal does not offer goods or services which have been specifically requested by UNDP in the Terms of Reference.
- Failure to enclose the Proposal Submission Form (see Annex IV).
- The Offeror failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal.
- The Offeror failed to read the minutes of the Offerors conference and to include the relevant points in their proposal.
- The Offeror declines or proposes a major deviation to UNDP General Conditions of Contract (see Annex V).

- Proposal contains viruses and/or corrupted files. The Offerors should ensure that submitted proposals DO NOT contain viruses and/or corrupted files. Such proposals will be rejected.

The above examples illustrate some errors which may be made by Offerors. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

**2.** Cost of proposal

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

**B. Solicitation Documents**

**3.** Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

**4.** Clarification of solicitation documents

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

**5.** Amendments of solicitation documents

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

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

**C. Preparation of Proposals**

**6.** Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

**7.** Documents comprising the proposal

7.1 The Proposal shall comprise separate Sample Translation, Technical and Financial component.

7.1 The Sample Translation as provided by UNDP

7.2 The Technical Proposal shall include:

(a) Proposal submission form;

(b) Technical part of the Proposal, including documentation to demonstrating that the Offeror meets all requirements.

7.3 Financial Proposal shall be completed in accordance with Annex VII.

**8.** Technical Proposal form (see Annex VI)

The Offeror shall structure the technical part of its Proposal according to evaluation points outlined in Clause 21 below. The Technical Proposal will be evaluated against the criteria detailed in Clause 21 of this Instruction.

The Offeror must structure the technical proposal following the template included in Annex VI – Technical Proposal format.

**The technical proposal should not contain any pricing information whatsoever on the services offered.**

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

**9.** Financial Proposal

The Offeror shall indicate the prices of services it proposes to supply under the contract in an appropriate Financial Proposal (see Annex VII). The format provided in Annex VII must be used in preparing the Financial Proposal.

**10.** Proposal currencies

All prices shall be quoted in US dollars.

**11.** Period of validity of proposals

Proposals shall remain valid for one hundred twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

**12.** Format and signing of proposals

Copies of the Proposals

(a) The Offeror shall prepare the Proposal in three parts: Sample Translation, the Technical component and the Financial component. Below are number of copies to be submitted:

(i) One hard copy and one copy of a CD read-only media of the Sample Translation marked "Sample"

(ii) One hard copy marked "Original Technical Proposal"

(iii) One copy of a CD read-only media of the "Technical Proposal" to be placed in inner envelope of "Original Technical Proposal"

(iv) One hard copy marked "Original Financial Proposal"

(v) One copy of a CD read-only media of the "Financial Proposal" to be placed in inner envelope of "Original Financial Proposal"

(b) In the event of any discrepancy between these copies, the hard copy marked "Original" shall govern.

The original Proposal (both Technical and Financial) shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

**For electronic offer submission please refer to provision 14.2 below.**

**13.** Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones as per Terms of Reference.

**D.** Submission of Proposals

**14.** Sealing and marking of proposals

**14.1 Instructions for hard copy submission**

The Offeror shall seal the Proposal in one outer and three (for Technical and Financial offers plus Sample) inner envelopes, as detailed in clause 12 above.

(a) The outer envelope shall be addressed to:

*United Nations Development Programme*
*Procurement Support Office*
*Central Procurement Unit*
*Bureau of Management*
*1United Nations Plaza, Room DC1- 1765*
*New York, NY 10017, USA*

and marked with:

**RFP/UNDP/HDRO/003/2012 – Translation and Typesetting services of the French edition of UNDP's Human Development Reports (HDRs) and typesetting of its Summaries**

(b) All three inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information on "Technical Proposal" with the CD-ROMs duly marked "**Original"** and **"Copy".** The second inner envelope shall include the "Financial Proposal" with the CD-ROM. The third inner envelope includes hard copy and CD-ROM of Sample.

***Failure to separate technical and pricing information will result in automatic disqualification*.**

Note that, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

**14.2 Instructions for electronic submission**

The Offerors may choose to submit their proposals by e-mail to **cpu.bids@undp.org**. In this case the Offeror shall send separate proposals for: 1) technical proposal; 2) financial proposal and 3) sample translation as separate attachments to the message(s). Sample translation, technical and financial proposals must include all information required by these solicitation documents.

Having prepared the Proposal in paper formats as specified in Annexes VI and VII hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails.

The Subject line of the E-mail(s) should state: **"Sample Translation - RFP/UNDP/HDRO/003/2012"** separate e-mail **"Technical proposal RFP/UNDP/HDRO/003/2012– Provision of the Translation Services for HDRs";** and separate email **"Financial proposal for the RFP/UNDP/HDRO/003/2012– the Translation Services for HDRs - DO NOT OPEN**"

To secure your technical and financial offers please **SET-UP THE PASSWORDS** for both documents which will be requested as follows:

a) The password for Technical Proposal will be requested from the Offerors if they are successful in stage 1 of Sample Translation evaluation. Only those who achieved the minimum score on the evaluation of the Sample Translation will be requested to provide the password to the technical proposals.
b) The password for Financial Proposal will be requested from the Offerors if they are successful in stage 2 of Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.

**It is strongly suggested that Offerors make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified**.

**Offerors may send as many e-mails as needed; however, the size of each e-mail should not exceed eight megabytes (8 MB).** As an e-mail can take some time to arrive after it is sent, we advise all Offerors to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.

**When choosing to submit their proposals electronically, Offerors are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.**

**Please Note: Any proposal sent to the private email addresses of any procurement staff will not be accepted.**

**15.** Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **1 May 2012 at 5 pm or before US Eastern Time.**

The procuring UNDP entity may, at its own discretion, extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

**16.** Late Proposals

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

**17.** Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

**E.** Opening and Evaluation of Proposals

**18.** Opening of proposals

The UNDP will open the Proposals in the presence of a Committee formed for this particular procurement case.

**19.** Clarification of proposals

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

**20.** Preliminary examination

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

A Proposal determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

**21.** Evaluation and comparison of proposals

A three-stage procedure will be utilized in evaluating the proposals:

i) The **Sample Translation** (Annex III to be translated into French) will first be reviewed (Form I). Only those Offerors who obtain minimum 75% of the obtainable score (300 out of 400) for Sample Translations will have their Technical Evaluation envelope opened.

ii) The **Technical Proposal** will then be evaluated (Form II). Only those Offerors who obtain minimum 70% of the obtainable score (420 out of 600) for the technical proposal will be requested to submit their passwords to have their financial proposals reviewed and evaluated.

iii) Final combined scoring of each Offeror will be on the basis of combined evaluation of technical score plus score for Sample Translation weighting 70% and the financial score weighting 30%.

iv) The LTAs will be awarded to the Contractor(s) offering the highest combined total scores for technical, original sample translation and financial proposals.

***Technical Evaluation***

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

**Stage I - Samples Evaluation Criteria**

| Samples Evaluation<br>**Form I** | | Points obtainable | Company / Organization | | | | |
|---|---|---|---|---|---|---|---|
| | | | A | B | C | D | E |
| **SAMPLES ON TRANSLATION SERVICES** | | | | | | | |
| 1.1 | Consistency and accuracy in the use of terminology | 100 | | | | | |
| 1.2 | Research ability (consistency with HDR terminology) | 100 | | | | | |
| 1.3 | Accuracy of grammar, spelling, punctuation | 100 | | | | | |
| 1.4 | General tone and style | 100 | | | | | |
| | **Total points Form 1 (SAMPLES)** | **400** | | | | | |

**Stage II - Technical Evaluation Criteria**

| Technical Proposal Evaluation<br>**Form II** | | Points Obtainable | Company / Organization | | | | |
|---|---|---|---|---|---|---|---|
| | | | A | B | C | D | E |
| **TECHNICAL COMPONENT** | | | | | | | |
| **2.1 Expertise of Firm / Organization Submitting Proposal [150 points]** | | | | | | | |
| 2.1.1 | General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls) | 50 | | | | | |
| 2.1.2 | Relevance of Company's Specialized Knowledge and Experience on Similar Projects.<br>Work for UNDP/ major multilateral/ or bilateral programmes will be an added value | 100 | | | | | |
| **2.2 UNDERSTANDING OF REQUIREMENTS [ 240 points]** | | | | | | | |
| 2.2.1 | Have the important aspects of the task been addressed in sufficient detail? | 60 | | | | | |
| 2.2.2 | Has the turn-around time been addressed? | 60 | | | | | |
| 2.2.2 | Have quality assurance procedures been demonstrated and any penalty clause addressed? | 60 | | | | | |
| 2.2.2 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 60 | | | | | |
| **2.3 CLIENT LIST [60 points]** | | | | | | | |
| 2.3.1 | Demonstrated client list over the last 3 years? | 30 | | | | | |
| 2.3.2 | Demonstrated similar ongoing long term contracts with various clients | 30 | | | | | |
| **2.4 PERSONNEL [150 points]*** | | | | | | | |
| | Suitability of assigned personnel for the required service (based on CVs): Does the assigned staff have the relevant technical skills required for the service defined in the proposal, including relevant experience? | 75 | | | | | |
| | Suitability of the team structure: Does the proposed team fit the requirements for this project? | 75 | | | | | |
| | **Total points Form II (TECHNICAL COMPONENT)** | **600** | | | | | |

***Notes:**

a) Please provide CV of translator who translated the Sample, who shall be employed as the main lead translator and editor of the HDR 2012 translation.

b) The nominated key staff in your proposal must be the employee who will be responsible for the management of services under LTA to UNDP preferably for the entire period of contract. If the staff decides to terminate her/his services with the Contractor, UNDP shall be informed one month in advance. The LTA vendor shall propose equivalent or better Curriculum Vitae of the succeeding staff. UNDP reserves the right to reject the newly nominated staff if not found competent enough to handle required duties and scope of services. In case, the vendor is unable to propose appropriate replacement UNDP shall have the right to terminate the contract.

**Price Evaluation**

Price proposals of technically responsive proposals will be reviewed. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, the lower price shall prevail and the higher price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

The price schedule will be scored on the basis of overall costs for the delivery of the services. The lowest price proposal will be awarded 1000 points and other prices proposals will be awarded points in accordance with the following formula:

**Price Proposal score = (Lowest Price / Price) x 1000**

**AWARD OF CONTRACT**

**Award criteria, award of contract**

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for UNDP's action.

Prior to expiration of the period of proposal validity, UNDP will award the contract to the qualified Offeror whose Proposal after being evaluated achieved the highest combined score of technical and price as per below:

**The weights given to the technical and financial proposals are: TS= T+ Os; TS (0.7), F (0.3)**

**The highest score will be calculated by formula: HS = TS x 0.7 + Fs x 0.3**

**(HS= Highest Score, TS = Technical/Sample Scores, Fs = Financial Score, T = Technical Score, Os = Score on Sample Translation requested in Annex III)**

UNDP reserves the right to enter into negotiation with respect to one or more proposals prior to the award of a contract, split an award/awards and to consider localized award/awards between any Offerors in any combination, as it may deem appropriate without prior written acceptance of the Offerors.

**This LTA is subject to the General Conditions of Contract (GCC) attached in Annex V. If the Offeror declines or proposes a major deviation to the GCC, UNDP reserves the right to decline the offer of the Offeror.**

As part of transparency in procurement process, UNDP posts all contract awards on its website. The Offerors who participated in the bid are therefore encouraged to visit <http://www.undp.org/procurement/ to seek information on contract award for this tender.

**22.** UNDP's right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**23.** Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to UNDP.

**24.** RFP Time Table

| **Activities** | **Estimated Timelines** |
|---|---|
| RFP Issued | April 18 |
| Submission of Intention to bid | April 24 |
| Deadline to Submit Offerors Questions | April 24 |
| UNDP's Response to Offerors Questions | April 25 |
| RFP Close | May 1 |
| Evaluation of Proposals Received | 2 weeks |
| Contract Award/Negotiations | 2 weeks |

**25.** Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely Offerors or when all proposals are rejected. 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/procurement/protest.shtml

**Special Conditions of Contract:**

**26. Audits and investigations:**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**27. Anti-terrorism:**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml

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

**28. Security:**

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

The Contractor shall:

a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

c) UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph a) above.

**Annex II**

**TERMS OF REFERENCE**
**(TOR)**

# Translation and typesetting of the French edition of Human Development Report 2012 and typesetting of its Summary

# Terms of Reference

## Specific tasks of the Contractor

Under the supervision of the HDR production coordinator and in close collaboration with the Human Development Report (HDR) team, the Contractor will be responsible for the translation of the Human Development Report 2012 and its accompanying Press Kit from English into French, as well as typesetting of the French version of Human Development Report 2012 and its Summary. Also, at the beginning of the contract, the Contractor will be responsible to implement the Errata to the HDR 2011 in the French HDR 2011 files.

**1.** The Contractor will undertake the following specific tasks related to the **amendment of the French HDR 2011**:

- At the beginning of the contractual period, the Contractor will receive the native files of the French HDR 2011 (In Design CS5 files) and will be responsible to implement the corrections listed in the Errata slip (see Annex 2). The Contractor shall submit back to HDRO both the amended In Design files and the PDF versions (low resolution for web use and high resolution with bleeds for printing). Such activity should be performed within the first 10 days of contract.

**2.** The Contractor will undertake the following specific tasks related to the **translation of HDR 2012**:

- Translation of the HDR 2012 that includes the following items: cover (texts on front and back, inside and out); front matter (title page, copyright page, team box, foreword, acknowledgements, acronyms, table of contents); narrative matter (overview, chapters, notes, bibliographic note, bibliography, figures, maps, tables, boxes); statistical back matter (reader's guide, 15 large statistical tables, technical notes, statistical references, definitions of statistical terms, classification of countries, index to indicators: see last year's HDR for your reference at http://hdr.undp.org/en/reports/global/hdr2011/download/). In addition to the Report's materials, the Contractor might be asked to translate *ad hoc* texts for the HDR 2012 Summary (which will consist of text extracted from the Report). See Annex 1 for estimated word counts and number of tables and graphs.

- The Contractor is expected to deliver a final translation that has gone through all the steps of the translation process (depending on the approach, that may include proofreading, revising, terminology research etc.). Translated text to be delivered in MS Word files; statistical tables to be delivered in MS Excel. All translated files shall be exchanged via e-mail or via FTP site as requested by HDRO. *In addition to MS Word and Excel files, the Contractor may receive also PDF files for translation; translation teams must be able to work with all three software.*

- While the Report and Summary are being typeset, the translation team will translate the **HDR 2012 press kit** items. Press kit will include 3-5 press releases, and possibly a power point presentation (up to 10,000 words). The Contractor will send the translated text in Word files to the HDRO, no layout services required. HDRO might request the Contractor to proofread laid out materials.

***Notes on the translation process:***

- Agreement on the basic terminology prior to the start of the translation process is key to assure top quality translation. For this reason the translation process of the HDR starts with the development of a **list of most commonly used terms** relevant for the report. Such list is produced by HDRO and is made available to the Contractor. When the Contractor's team has translated it, HDRO reviews it returns it to the Contractor. It is the Contractor's responsibility to ensure that the terminology cleared in the list is consistently used throughout the document.
- A read-only draft version of the report is also made available to the Contractor for familiarizing with the content, terminology and language of the Report.
- As indicated in the schedule, the source documents will be delivered in 2 batches: the statistical back matter first, followed by the front and narrative matters.
- *Due to the time constraint in the production process of the HDR 2012, translation work will start with a pre-final version, i.e. the English version that is sent into layout.* Heavy changes should not be expected, however the the Contractor must be prepared to carry out further translation of altered text or tabular matter. Those will be submitted in the form of a list of changes or as track-changes in a final document (PDF, Word or Excel).

**3.** The Contractor will undertake the following specific tasks related to **typesetting** of the French HDR 2012 and its Summary:

- Typeset the French HDR 2012 and its Summary using InDesign CS5 files. The original (English) layout version of the HDR 2012 will be produced using **InDesign CS5** (graphical design is created originally in Illustrator CS5); this version will serve as a basis for the production of all the language versions that must use the same layout. All the files will be posted on a FTP site and made available to the Contractor; see Annex 1 for workload estimation. HDR 2012 Summary will consist of selected text and other elements taken from the Report, and possibly some *ad hoc* text. As it is the case for the Report, the typesetter will be provided with the original files of the English Summary.
- Ensure correct positioning and naming/numbering of elements of the French HDR 2012 and its Summary. The Contractor will proofread all typeset elements to ensure that no mistakes have occurred as a result of the typesetting process.
- Produce PDF files of the typeset French HDR 2012 and Summary and submit them to the HDRO production coordinator for clearance.
- Incorporate eventual corrections requested by HDRO, produce print-ready files (InDesign and PDF) of final French HDR 2012 and Summary and post them on HDR FTP site. The Contractor shall check the print-ready files for correctness of the translation and typesetting before submission.

**Interim Schedule*: Translation and typesetting of HDR 2012 and the Summary**

| | |
|---|---|
| 4 June | Draft version of the Report made available to the Contractor for read-only purposes, familiarization with the text and basic terminology.<br>A list of most commonly used terms in the Report in English is made available for development of glossary. |
| 25 June | First batch (Report's statistical back matter, both Excel and In Design files) made available to the Contractor for translation – 2 weeks |
| 9 July | Contractor submits translated first batch to HDR coordinator – HDRO to review and revert with comments in max 4 days (July 13) |
| 27 July | Contractor submits proofread, final layout files of first batch – 2 weeks for layout, proofreading |
| 1 Aug | Second batch (Report's front matter, overview, chapters, bibliography and notes) made available to the Contractor for translation – 5 weeks, including incorporation of HDRO reviews, corrections, till Sept 5 |
| 21 Aug | The Contractor receives layout files of Report, Summary; starts Summary typesetting – 5 days |
| **28 Aug** | **Print-ready files of the Summary transmitted to HDRO** |

| | |
|---|---|
| 6 Sept | The Contractor starts Report typesetting – 2 weeks for layout, proofreading |
| **19 Sept** | **Print-ready files of the full Report transmitted to HDRO** |
| 21 Sept | The Contractor incorporates HDRO's corrections if/as needed – 24 hours |
| Mid Sept | Translation of Press Kit items |

**** Please note that this is a provisional schedule and that dates will be specified by HDRO to reflect the actual HDR 2012 finalization time line.***

The translation and typesetting process is expected to take place between June and September as per interim schedule above. However, for the purposes of proofreading and other issues that might arise, the Contractor must remain reachable until the printing process of the respective language version is finished (October 5). The Contractor shall ensure adherence to anticipated turnaround time (indicated in number of days, weeks) and flexibility in accommodating delays that may arise during the production process. The Contractor shall cooperate fully with HDRO to meet the ultimate deadlines of 19 September 2012 for delivery of print-ready files of the Report and 28 August 2012 for the print-ready files of the Summary.

## Qualifications

- The Contractor must understand the concept of human development and be familiar with the content and terminology of past Human Development Reports. Previous experience with the HDR is an asset.
- The Contractor must have considerable experience of and a high reputation for translating reports/documents similar to the HDR, with proven skills in handling translation and layout of complex statistical tables generated in Excel.
- The Contractor must be able to draw on broad expertise needed for this type of work, to allow for flexibility in timing. A team of 3-4 translators and 1-2 desktop publishers is the minimum requirement for the job. As part of the proposal, the Contractor should provide credentials of the best suitable translators lined up for the project and state why they are the best suitable for the HDR 2012 project. The Contractor must indicate in the proposal who translated the Sample enclosed for translation as part of the Request for Proposal. If contracted, the Contractor must ensure that such translator is employed as the main lead translator and editor of the HDR 2012 translation.
- The Contractor's staff should be able to work under pressure, coordinating the work with the HDRO production coordinator through one project manager.

**Annex III**

## SAMPLE TRANSLATION - 2012 HUMAN DEVELOPMENT REPORT (HDR)

(379 words)

The world of 2012 differs greatly from that of 1990 when the first Human Development Report laid out a vision for economic and social progress to be fundamentally about people-about how development enlarges their choices and capabilities. It is also a dramatically different world than that arising during the post-World War II era, when the Bretton Woods institutions and the United Nations were established and the principles that guided late 20th century globalization and national development strategies were framed. There is a need for the assessment of the new dynamics of global relations, and the analysis of the implications for national human development paths and international governance structures. The 2012 HDR will be based on four pillars.

A new global structure of power relations and institutions has been emerging, signaled by the "Rise of the Global South". Increasingly, and certainly in the last decade, greater space is being created for new voices and influences on how human development should be defined and attained. In addition, major new challenges to development have arisen, including recurrent financial crises, worsening climate change, and growing social unrest.

The "Arab Spring" and ensuing political struggles remind us that young people who have become relatively educated and healthy still put a high priority on having a meaningful job, exercising a voice in political affairs and being treated with respect. These are necessary ingredients for social justice and social integration, which are themselves essential imperatives of the broad mandate of human development.

A key feature of the development strategies pursued by the major emerging economies has been the importance they place on promoting equity and social integration. These aspects of development have been under-appreciated in past development models but are proving to be essential elements of any viable long-term development path. Social innovations in Brazil and India such as cash transfer schemes and "right to work" programmes are noteworthy examples of this approach.

Importantly, ruling elites in these countries are beginning to recognize that social and economic progress can have a profound influence on their own legitimacy. Investing in social welfare and public goods become building blocks for sustainable, long-term development. This approach contrasts sharply with the recent emphasis, especially in developed countries, on austerity measures and the scaling back of the functions of the state.

**Annex IV**

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Translation Services services for the sum as may be ascertained in accordance with the Financial Proposal attached herewith and made part of this Proposal.

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

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**Annex V**

## GENERAL CONDITIONS OF CONTRACT 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 (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2.0 SOURCE OF INSTRUCTIONS**:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of 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 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 UNDP for all sub-contractors. The approval of 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 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, 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 UNDP as additional insured;
**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
**8.4.3** Provide that the 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 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 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 UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to 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 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 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 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 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 UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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 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 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 UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

**13.2.2.1** a 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 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the 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 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 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 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 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 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 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** 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 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 UNDP under this Article, no payment shall be due from 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 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 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 UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the 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 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 UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to 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 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 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 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 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 UNDP, only the UNDP Authorized Official possesses 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.

**Note: The agreement is subject to the General Conditions of Contract (GCC) provided in Annex IV. If the offeror declines or proposes a major deviation to the GCC, UNDP reserves the right to decline the offer of the offeror.**

**Annex VI**

## TECHNICAL PROPOSAL FORMAT

**Note: Technical Proposals not submitted in this format will be rejected. Financial Proposal should be included in separate envelope.**

| | |
|---|---|
| **Name of Proposing Organization/Firm:** | |
| **Country of Registration:** | |
| **Name of Contact Person for this Proposal:** | |
| **Address:** | |
| **Phone:** | |
| **Fax:** | |
| **Email:** | |

***Section 2: Expertise of Firm / Organization Submitting Proposal***

General Organizational Capacity

*This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement.*

2.1.1 Brief Description of Firm and relevance of proposed resources:
Provide a brief description of the organization/firm submitting the proposal, including the year and country of incorporation, types of activities undertaken, and approximate annual billings. The Offeror shall demonstrate its corporate capability with regard to the requirements of the Terms of Reference. Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in.

Please provide General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls).

2.1.2 Relevance of Specialized Knowledge and Experience on Similar Projects:
Describe the experience of the organization performing similar Translation Services.

**Section 2.2: Understanding requirement**

2.2.1 Provide a detail description of the important aspects to achieve the tasks/requirement

2.2.2 Please describe the turn-around time. Provide a detailed implementation plan, including specific actions and time length for the design requirement.

2. 2.3 Please describe the QA mechanism/measures for the implementation of this project that will mitigate any risks to UNDP achieving a quality and on-time results.

**2.3 Client List**

2.3.1 Please provide the client list over the last 3 years.

| Project | Client | Contract Value | Period of activity (from/to) | Role on the Project | Reference Contact Details (Name, Phone, Email) |
|---|---|---|---|---|---|
| 1- | | | | | |
| 2- | | | | | |
| 3- | | | | | |

2.3.2 Provide the list of similar on-going Long-term Contracts with various clients

| Project | Client | Contract Value | Period of activity (from/to) | Role on the Project | Reference Contact Details (Name, Phone, Email) |
|---|---|---|---|---|---|
| 1- | | | | | |
| 2- | | | | | |
| 3- | | | | | |

***Section 2.4: Personnel***

*Please include Curriculum Vitae for the team proposed for this project and specify team structure (including roles and responsibilities). CVs should demonstrate qualifications in areas relevant to the Terms of Reference (TOR) in Annex II. The suitability of both proposed key personnel and team structure will be an evaluation factor.*
*Please indicate name of translator who translated the Sample, who shall be employed as the main lead translator and editor of the HDRs translation (see Qualifications section in the TOR).*

*Please use the format below, with each CV no more than THREE pages in length.*

| | |
|---|---|
| **Name:** | |
| **Position for this Assignment:** | |
| **Nationality:** | |
| **Language Skills:** | |
| **Educational and other Qualifications:** | |
| **Summary of Experience:** | |

**Annex VII**

**(FINANCIAL PROPOSAL FORMAT)**

1. The Respondent is required to submit the Financial Proposal in a sealed envelope separate from the Technical component as indicated in the Instruction to Offerors.

2. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.

3. The format shown below must be used in preparing the Financial Proposal, which must be expressed in US dollars.

| **Activity** | **Workload** | **Total price (USD)** | **Price per 1000 words (translation); per 1 page (layout) (USD)** |
|---|---|---|---|
| Amendment of French HDR 2011 files | See Annex II of Terms of Reference (TOR) | | |
| Translation | 120,000 words | | |
| Layout | 220 pages | | |
| Hourly fee per Author's alteration | Upto a maximum of 20 hours | | |

**PRICE CONSIDERATIONS**

- UNDP expects that proposed prices would be fixed for three years. The Offerors therefore should specify whether the prices would remain fixed for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

  **For all three years of the contract [please check one]**

  [ ] the prices will remain fixed for the duration of the contract

  [ ] the prices will increase yearly by a maximum percentage of ____% [specify]

- The Financial Regulations and Rules of UNDP normal payment terms are 30 days upon satisfactory completion of service and acceptance thereof by UNDP. Offerors must, therefore, clearly specify in their proposal the payment terms being offered including prompt payment discounts, if any.