



Request for Proposal

Date: 23rd July 2012

Ref: **RFP - 2012 / 266 / Translation Services**

Dear Sirs,

Subject: Procurement of Translation of BRIDGE training modules, ACE Encyclopaedia chapters and electoral assistance/management and Parliamentary development handbooks for UNDP in Guinea-Bissau

The United Nations Development Program (UNDP) in Guinea-Bissau, is hereby undertaking, a solicitation of proposals from academic institutions/institutes and specialized cabinets who are interested to provide translations services (mainly from English to Portuguese but also from French to Portuguese).

In that respect, the UNDP invites you to participate in the competitive bidding for the provision of the above mentioned translations services.

To enable you to submit a proposal enclosed please find:

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

You are cordially invited to complete the documents as described in the “Instructions to Offerors” in two separate sealed envelopes labeled “Confidential Technical Proposal” and “Confidential Financial Proposal” for **“RFP - 2012 / 266 / Translations Services”**. Your proposals should be submitted in sealed envelopes to UNDP Office in Bissau at the below mentioned address no later than **Thursday 16th of August 2012 at or before 4:00 pm Bissau local time.**

- **Address:** UNDP Guinea-Bissau

**United Nations Building - Rui Djassi Street - 3rd (Registry)
CP 179 / BOX 1011 - Bissau - Guinea-Bissau**

- **Marked with: RFP - 2012 / 266 / Translation Services**

Offers by email will not be accepted.

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.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

This letter is not to be construed in any way as an offer to contract with your firm.

Yours sincerely,

**Kasia Wawiernia
DRR/O**

Annex I

Instructions to Offerors

A. Introduction

1. General

This Request for Proposal (RFP) was prepared to seek Proposals from academic institutions/institutes and specialized cabinets working and carrying out research in the domain of democratic governance, elections and parliamentary development with proven capacity and expertise in the field of translation (mainly from English to Portuguese, but also from French to Portuguese).

UNDP plans to negotiate an agreement for an initial period of One (1) year. This Agreement may be renewed, at the sole option of UNDP in Guinea-Bissau, on the same terms and conditions, for Two (2) additional periods of One (1) year each, by means of a written notification of such renewal by UNDP in Guinea-Bissau to the contractor and upon an Annual Performance Appraisal of the services provided.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal. UNDP will in no case be 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 UNDP procuring entity in writing at the following email address: registry.gw@undp.org. 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 confirmed their interest to participate in this competitive process. The UNDP procuring entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than seven days prior to the deadline for the submission of Proposals.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the UNDP procuring 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 UNDP procuring 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 UNDP procuring entity shall be written in the **English or French language**.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Technical Proposal, including **documentation** to demonstrate that the Offeror meets all requirements;
- (c) Financial Proposal (Price schedule), completed in accordance with clauses 8 and 9;
- (d) Electronic version of proposal saved on CD-Rom or USB (to be kept in financial envelope)

8. Proposal form

The Offeror shall structure the technical part of its Proposal as follows:

- (a) Management plan

(Presentation of the institution/cabinet, translation record made in the past with use of electoral terminology, translation record made in the past for the UN System and other international organizations, list of clients and minimum two references letters from previous clients)

This section should provide corporate orientation to include the year and country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the UNDP procuring entity.

(b) Resource plan

(Presentation of the team leaders, CVs, etc.)

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

(c) Proposed methodology

(Presentation of timelines and approach/method used for translations)

This section should demonstrate the Offeror's responsiveness to the requirements by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The technical part of the Proposal **should not contain any pricing** information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal/Price Schedules.

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.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule as per form attached at Annex V. The Offeror shall enclose the price schedule in the financial proposal.

10. Proposal currencies

All prices shall be quoted in USD.

11. Period of validity of proposals

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

In exceptional circumstances, the UNDP procuring 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

The Offeror shall prepare one copy of the Proposal. The copy of the Proposal 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.

D. Submission of Proposals

13. Sealing and marking of proposals

The Offeror shall seal the Proposal in two separate envelopes, marked as "Technical Proposal" and "Financial Proposal".

(a) The two envelopes shall be:

- **Address:** **UNDP Guinea-Bissau**
 United Nations Building - Rui Djassi Street - 3rd (Registry)
 CP 179 / BOX 1011 - Bissau - Guinea-Bissau
- **Marked with:** **RFP - 2012 / 266 / Translation Services**

(b) Both envelopes shall indicate the name and address of the Offeror. The first envelope shall contain the information specified in Clause 8 (*Proposal form*) above. The second envelope shall include the price schedule duly identified as such.

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

14. Deadline for submission of proposals

Proposals must be received by the UNDP procuring entity at the address specified under clause *Sealing and marking of Proposals* no later than **Thursday 16th of August 2012 at or before 4:00 p.m. Bissau local time.**

The UNDP procuring 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 UNDP procuring entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Proposals

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

16. 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 UNDP procuring 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 mail 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

17. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

18. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser 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.

19. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any error has been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed technical evaluation, the Purchaser 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. The Purchaser'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 the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

20. Evaluation and comparison of proposals

A two stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Agency				
			A	B	C	D	E
1	Outstanding translation and editing skills in English, French and Portuguese.	20					
2	Experience with use of electoral and parliamentary development terminology.	20					
3	Ability to work under pressure and meet strict deadlines.	20					
4	Ability to produce a high volume of quality content.	20					
5	Experience with the UN system in general and UNDP in particular is an asset.	10					
6	Cabinets/Institutions from PALOP & Timor-Leste	10					
Total		100					

Evaluation forms for technical proposals follow on the next two pages. 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:

Any Technical Proposal falling below 70 points will be disqualified, and their financial proposal will be disregarded.

The price schedule of the Proposals will be opened and compared **only** for submissions that passed the minimum technical score of 70% of the obtainable score of **100** points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

Financial Proposal

The financial score for the financial proposal will be calculated in the following manner:

$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

Total Score

The technical score attained at by each proposal will be used in determining the Total score as follows:

The weights given to the technical and financial proposals are: $T= 0.7$, $F=0.3$

The Total score will be calculated by formula:

$$TS = S_t \times 0.7 + S_f \times 0.3$$

TS - is the total score of the proposal under consideration.

S_t - is technical score of the proposal under consideration.

S_f - is financial score of the proposal under consideration.

The firm whose proposal will receive the highest combined score will be the successful bidder.

F. Award of Contract

21. Award criteria, award of contract

The UNDP procuring entity 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 the Purchaser's action

Prior to expiration of the period of proposal validity, the UNDP procuring entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

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

The Purchaser 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 15 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

In order to ensure accountability for financial obligations, each UN Agency will sign a separate contract with awarded companies and will be responsible for contract management.

24. 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 proposers/bidders or when all proposals/bids 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>.

Annex II

General Conditions of Contract

1. Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. Contractor's Responsibility for Employees

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

4. Assignment

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

5. Sub-Contracting

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of 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 with the provisions of this Contract.

6. 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. 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. 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 its 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:

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. Encumbrances / Liens

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with 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. 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. Copyright, Patents And Other Proprietary Rights

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. Confidential Nature of Documents and Information

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. Force Majeure; Other Changes In Conditions

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers being 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.
- 14.3 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, 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.

15. Termination

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. Settlement of Disputes

16.1. Amicable Settlement

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

16.2. Arbitration

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

17. Privileges And Immunities

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

18. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. Child Labour

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

education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

20. Mines

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

20.2 Any breach of this representation and warranty shall entitle 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. 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. Sexual Exploitation

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.

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. Authority To Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Terms of Reference (TOR)

A. Background

UNDP's democratic governance practice focuses on fostering inclusive participation, strengthening responsive governing institutions, and promoting democratic principles.

In the area of electoral assistance, one of UNDP's key democratic governance pillars, UNDP has established a partnership with the European Commission, which has mobilised more than 650 million EURO (since 2004) for financial and technical support to transitional democracies and post conflict countries, via UNDP, in order to promote and contribute to the organisation of genuine and sustainable electoral processes. For this an EC-UNDP Joint Task Force (JTF) on Electoral Assistance was established to further strengthen and facilitate the already existing EC-UNDP partnership in the field of electoral assistance, and improve the overall efficiency and adherence of the projects to the common EC-UNDP strategic approach.

The JTF monitors and supports the partnership at global level, from early formulation missions to the end of the contractual obligations; it influences policy development in electoral assistance, including advocating adherence to UN and multilateral norms and standards; it better positions UNDP with the EC in the domain of electoral assistance and related areas; it encourages the professional development of EC and UNDP staff and improves knowledge of the institutional aspects of electoral assistance projects. Particular focus is placed on the training and dissemination of knowledge activities throughout the African region.

Against this background, the EC-UNDP Joint Task Force was requested to submit a concept paper for a potential project under the 10th EDF in the field of electoral assistance and in the broader area of democratic governance for the PALOP (African Countries of Portuguese Official Language)/TL (Timor Leste). This proposal was accepted by the PALOP and Timor Leste and EC services during the 6th Meeting between the National Authorizing Officers (NAOs) of the PALOP and Timor Leste and the EC services of 6 May 2008 in Luanda and decision was made to finance the project throughout the "*Governance Initiative*" to be financed by the National Indicative Programme of PALOP/TL within the 10th EDF. The EC-UNDP Joint Task Force carried out the necessary identification and formulation activities leading to the signature of a Contribution Agreement between the EU Delegation and UNDP Country Office in Bissau on 30 March, 2010.

Funded solely by the EU to the tune of 6.1 million Euros, the Project in Support of the 2010-2012 Electoral Cycles in the PALOP and Timor Leste is implemented by UNDP in Guinea Bissau, the PALOP (Angola, Cape Verde, Mozambique, São Tomé e Príncipe) and Timor Leste through the direct execution modality (DEX). UNDP Country Office in Guinea Bissau is the unit responsible for the overall reporting of the project to its stakeholders, particularly to the senior supplier and the senior beneficiary representatives. For this reason, UNDP CO in Guinea Bissau is considered the project leading country. UNDP Country Offices in these countries support

Electoral Management Bodies, Parliaments and other relevant project stakeholders to implement Annual Work Plans throughout 2011-2013 electoral cycles.

The project targets the promotion of deeper consolidation of the democratic culture and institutions by providing electoral assistance as an ongoing and cyclical activity rather than being event driven at designated points in time. The activities focus on:

- Support in the development of strategic and operational plans of the national electoral management bodies Support for the national EMBs in developing accurate budgets;
- Support in examining synergies between the civil and voter registries in the partner countries;
- Support for the national EMBs in developing accurate procurement plans;
- Support in the provision of civic and voter education;
- Support for the improvement of transmission and verification of election results;
- Support for electoral dispute resolution mechanisms;
- Provision of specific training courses, including relevant BRIDGE modules, following the conduct of a thorough BRIDGE needs assessment.

The project's outputs and outcomes should be pursued through a coordinated and coherent approach, putting in place activities that will respond as much as possible to shared needs and shortcomings but, simultaneously, resulting from the six beneficiary countries' specificities regarding legal context and institutional framework, human and technical resources. These deliverables depend heavily in the translation of existing electoral materials and knowledge from other languages into Portuguese.

Through these activities, the project aims at the consolidation of *lusophone* EMBs within the ACE Electoral Knowledge Network and to disseminate tools and methodologies on electoral management, in Portuguese, adapted to the needs and specificities of PALOP and Timor Leste. This overall objective will be asserted through the following results:

- *“Tools and methodologies on electoral management are translated in Portuguese and adapted to the needs and specificities of PALOP and Timor Leste”;* and
- *“Technical and financial support contributes to the consolidation of the lusophone electoral management bodies in association with the ACE Electoral Knowledge Network”.*

More specifically, the activities to be implemented are:

- Translation and delivery of BRIDGE training modules (Building Resources In Democracy, Governance and Elections - <http://bridge-project.org>) in Portuguese Language;
- Production of face-to-face and e-learning Training Modules on Electoral Administration in Portuguese Language, and translation to Portuguese of existing literature on electoral assistance and electoral administration;
- Translation of the ACE Encyclopedia in Portuguese (www.aceproject.org).

For this reason a Request for Proposal is being launched to identify institutions and companies that can provide translation services mainly from other languages (particularly English and French) into Portuguese according to the Orthographic Agreement signed by the Community of Portuguese Speaking Countries (CPLP).

B. Key Results and Expected deliverables

The selected institution will work in liaison with the Pro PALOP-TL's communications officer, under the coordination of the Pro PALOP-TL's Programme Manager and the overall supervision of the Deputy Resident Representative Programme of UNDP Guinea Bissau. The selected institution will carry out the following tasks and provide the following products:

1. Translate from English to Portuguese Language the following items and foreseen number of pages:

BRIDGE MODULES	Approximate Nr of Words
1. Electoral Training	91552
2. Legal Framework	181360
3. Electoral Management Design	403439
4. Civic Education	259800
5. Access to Electoral Processes	261520
6. Election Observation	295178
7. Strategic Planning Guide	41439

2. Translate from English to Portuguese Language the selected ACE Encyclopedia:

Products: a) A maximum of 1,000,000 foreseen number words translated from English/French to Portuguese within identified volumes of the ACE Encyclopedia;

or, alternatively

3. Translate from English/French to Portuguese Language Parliamentary Strengthening Handbooks:

Products: a) A maximum of 300 pages approximate (Parliamentary Strengthening Handbooks) translated from English/French to Portuguese.

4. Translate from English to Portuguese Language of the selected e-Learning Training Modules and Manuals on Effective Electoral Assistance:

Products: a) A maximum of 1,250,000 foreseen numbers of words translated from English/French to Portuguese.

C. Qualifications

- Outstanding translation and editing skills in English and Portuguese – French would be an asset.
- Experience with use of electoral and parliamentary development terminology.
- Ability to work under pressure and meet strict deadlines.
- Ability to produce a high volume of quality content.
- Experience with the UN system in general and UNDP in particular is an asset.

Institutions and/or Cabinets from PALOP & Timor-Leste are strongly encouraged to apply.

Annex IV

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Translation Services for UNDP in Guinea-Bissau.

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.

Dated this day /month of year

(In the capacity of)

Page 22 of 23

Annex V

Price Schedule

- Price per word (in USD)

All prices/rates quoted must be exclusive of all taxes, since the UN is exempt from taxes as detailed in Section II, Clause 18.