

REQUEST FOR PROPOSAL (RFP)

REF: 12110 RSC 2017 COMMUNICATIONS AND BRANDING CONSULTANCY

DATE: December 29, 2017

REFERENCE: 12110 RSC 2017

Dear Sir / Madam:

We kindly request you to submit your Proposal for: Communications and Branding Consultancy

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

Proposals may be submitted by email to adquisiciones.rclac@undp.org unde**r Ref: 12110 RSC 2017 Communications and Branding Consultancy** no later than January 24, 2018 at 3:00 p.m. (UTC/GMT -5, Time of the Republic of Panamá.

Programa de las Naciones Unidas para el Desarrollo (PNUD) UNIDAD DE ADQUISICIONES Dirección de correo electrónico: <u>adquisiciones.rclac@undp.org</u>

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Procurement Unit

Description of Requirements

Context of the Requirement	To contract a company for Communications and Branding Consultancy
Implementing Partner of UNDP	Award No.: 00097946 (A&L Project), Project No. 00101490., Project Name: Adaptive Management and Learning –a child project of the Commodities Integrated Approach Pilot Program
Brief Description of the Required Services ¹	See attached Terms of Reference in Annex 4.
List and Description of Expected Outputs to be Delivered	See attached Terms of Reference in Annex 4.
Person to Supervise the Work/Performance of the Service Provider	Good Growth Partnership Global Manager and GGP Communications Lead
Frequency of Reporting	See attached Terms of Reference in Annex 4.
Progress Reporting Requirements	See attached Terms of Reference in Annex 4.
Location of work	At Contractor's Location
Expected duration of work	5 months
Target start date	Approx. February 2018
Latest completion date	Five months after
Travels Expected	N/A
Special Security Requirements	☑ Others The Contractor shall remain solely responsible for the security of its personnel
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	I Required

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Names and curriculum vitae of individuals who will be involved in completing the services	I Required				
Currency of Proposal	I United States Dollars				
Value Added Tax on Price Proposal ²	☑ Not include ITBMS	•			
Validity Period of Proposals (Counting for the last day of submission of quotes)	the validity of the Pr	oposal beyond wheel the second wheel the second sec	what has bee m the extens	st the Proposer to extend en initially indicated in this ion in writing, without any	
Partial Quotes	I Not permitted				
Payment Terms ³	Outputs Deliverable One: Deliver the following key reports, recommendations and guidance notes, based on the research phase Deliverable Two: Produce and Deliver two sets of messaging documents covering GCP, Platforms and the Green	Percentage 25% 25%	Timing 18 April 05 May	Condition for Payment Release Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	Commodities Community Deliverable Three: Brand Delivery and related guidance notes. Deliverable Four: Production of key communication	25% 25%	05 June 30 June		
	tools				
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Communications Lea	d, while drafts a	and final deli	ll liaise with the GC verables will be reviewe ct Manager and the GC	ed
Type of Contract to be Signed	☑ Contract for Profes	ssional Services			
Criteria for Contract Award	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)				
	(GTC). This is a mand	latory criteria a quired. Non acc	nd cannot be	Terms and Conditions deleted regardless of th ne GTC may be grounds	e
Criteria for the	Technical Proposal (7	70% <u>)</u>			
Assessment of Proposal	I Expertise of the Fir	rm (350%)			
	Methodology, Its A Implementation Plan		to the Condi	tion and Timeliness of th	ie
	Management Struc	cture and Qualif	ication of Key	y Personnel (250%)	
	Financial Proposal (3) To be computed as a the proposals receive	ratio of the Pro	posal's offer	to the lowest price amon	١g
UNDP will award the contract to:	☑ One and only one S	Service Provider			

Annexes to this RFP ⁴	 Form for Submission of Proposal (Annex 2) General Terms and Conditions / Special Conditions (Annex 3)⁵ Detailed TOR (Annex 4) Evaluation matrix (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁶	UNITED NATIONS DEVELOPMENT PROGRAMME PROCUREMENT UNIT Adquisiciones.rclac@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information Instructions to send proposals	 Official address to send a proposal: adquisiciones.rclac@undp.org Documents must be out of virus or damaged folders PDF Format Size of the documents: Max. 4MB for each mail. Additionally, the proposal should include an index of all the documentation that has been sent. There is no restriction on the number of sent mails. The only restriction is the size of 4MB. Each proposer is responsible to send the offer on the time and date required. If the proposal is sent to a private address could be rejected.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.
⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Required Documents	🛛 Signed	Signed Annex 2					
that must be Submitted	🛛 Comp	Company Profile, which should <u>not</u> exceed fifteen (15) pages, including					
to Establish		printed brochures and product catalogues relevant to the goods/services					
Qualification of	-	being procured					
Proposers (In "Certified		Legal Documents: Company Constitution, Legal Representing, etc.					
True Copy" form only)	-		•	•		•	d. indicating
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	⊠ Track	Record	d and Exp	eriences	Provide th	ne following	information
	regarding	g corpoi	rate exper	ience wit	hin the last	ten (10) yea	rs which are
	related o	r releva	nt to those	e required	l for this Cont	ract. For exa	ample:
	Name Client Contract Period Types of Status or References						
	of		Value	of	activities	Date	Contact
							Contact Details
	of			of	activities	Date	Contact Details (Name,
	of			of	activities	Date	Contact Details (Name, Phone,
	of			of	activities	Date	Contact Details (Name,
	of project		Value	of activity	activities undertaken	Date Completed	Contact Details (Name, Phone, Email)
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Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Date]

To: UNDP

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP 12110 RSC 2017** dated 12/29/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ; or Banking Letter or Bank Line of Credit stating that they have a bank account or bank credit line of at least six (6) low figures.
- d) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- *f)* Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

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

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	25%	
2	Deliverable 2	25%	
3	Deliverable 3	25%	
4	Deliverable 4	25%	
	Total	100%	

*This shall be the basis of the payment tranches

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

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

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

	PERSONNEL				
Name:					
Position for this Contract:	Focal Point				
Nationality:					
Contact information:					
Countries of Work Experience	:				
Language Skills:					
Educational and other Qualifi					
	ghlight experience in the region and on simil	ar projects.			
Relevant Experience (From m					
Period: From – To	Name of activity/ Project/ funding	Job Title and Activities			
	organisation, if applicable:	undertaken/Description of actual role performed:			
e.g. June 2004-January 2005					
Etc.					
Etc.					
References no.1 (minimum of	Name				
3):	Designation				
	Organization				
	Contact Information – Address; Phone;	Email; etc.			
Reference no.2	Name				
	Designation				
	Organization				
	Contact Information – Address; Phone;	Email; etc.			
Reference no.3	Name				
	Designation				
	Organization				
	Contact Information – Address; Phone;	Email; etc.			

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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 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, interalia 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 Contractor to perform any services under the Contractor.

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

Annex 4

UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE

CLUSTER: Sustainable Development Cluster

A. GENERAL INFORMATION

Request for

Project: Award No.: 00097946 (A&L Project), Project No. 00101490., Project Name: Adaptive Management and Learning –a child project of the Commodities Integrated Approach Pilot Program
Type of Contract: Professional Services
Direct Supervisor: Good Growth Partnership Global Manager and GGP Communications Lead
Duty Station: Home-based
Estimated Start Date: February 2018
Duration: 5 months

B. PROJECT DESCRIPTION OR BACKGROUND

Most commodity sectors in developing countries are afflicted by poor production practices that lead to increasing pressure on ecosystems and fail to improve the livelihoods of rural communities. Poor production practices lead to negative environmental impacts such as biodiversity loss, deforestation, carbon emissions, soil erosion, depletion of water resources and contamination from chemicals. In fact, the largest driver of deforestation is the production of agricultural commodities. On the social side, working conditions in commodity production are often not in line with basic labor rights. Despite recent commodity booms, small producers are held in poverty, mostly due to low productivity and product quality.

Despite the progress made through standards and supply-chain initiatives⁹, weaknesses in the underlying enabling environment limit change at a larger scale. An effective enabling environment consists of elements such as clear public policies, a well-functioning legal framework, clarity regarding land-use planning, effective enforcement mechanisms, accessible credit structures, and effective farmer extension services. As a result of the absence of these elements, work on commodity sustainability remains less effective than it could be, and costlier and more time-consuming than it should be. Improving the enabling environments will increase the chances of sector-wide change to sustainable production practices.

UNDP established the Green Commodities Programme (GCP) in 2009 in recognition of the importance of global agricultural commodities and how they contribute to economical, social and environmental sustainability and the need to strengthen UNDP's support and leadership in the field. GCP was initiated with seed funding from the UNDP

and was tasked to evolve into a global programme supporting UNDP's Strategic Plan, building on almost a decade of Global Environment Facility (GEF) supported projects mainstreaming ecosystem services into productive landscapes. GCP's global targets, objectives and delivery strategies are based on inclusive and sustainable growth and development – combining governments and markets in agriculture through public private partnerships and democratic dialogue processes. GCP's focus on strengthening the livelihoods of smallholder producers within commodity supply chains and reducing environmental footprints, particularly deforestation, through public private partnerships can be key for UNDP's ambitions to reduce poverty, reduce deforestation and engage the private sector in SDGs.

The Green Commodities Programme (GCP) exists to improve the national economic, social and environmental performance of agricultural commodity sectors. GCP works within agricultural commodity production in countries of UNDP operation where the programme can have significant impact on rural livelihoods, mitigate climate change, and maintain the ecosystem services and resilience of landscapes and seascapes.

The GCP has pioneered the concept of **National Commodity Platforms** to help governments facilitate shared visions and actions for sustainable commodity production among key stakeholders. Platforms are driven by the need for coordinated action by all commodity stakeholders around a common agenda. They bring together government officials, farmers, civil society groups and companies in a safe space to tackle the root causes limiting the sustainability of a particular sector by jointly devising:

- Clear public policies and legal frameworks
- Plans around land-use planning
- Effective ways of enforcing laws
- Finance and support that allows farmers to improve their production techniques.

All platforms we have helped set up are led and owned by government, driven by participants and enabled by UNDP through its country offices and the global Green Commodities Programme. A steering committee for the platform provides coordination and helps reach decisions by consensus. Committees also steer the drafting of **National Action Plans**. These important documents articulate all agreed courses of actions and help follow-up and monitor implementation. GCP operates in over 11 countries globally. To support the effective facilitation of these and new Platforms, GCP also supports a growing community of practice, called: **The Green Commodities Community**.

GCP is now coordinating the GEF Integrated Approach Pilot (IAP) program called: *The Good Growth Partnership* (GGP), which is an integrated "supply chain" approach to tackling the underlying root causes of deforestation from agriculture commodities, specifically beef, oil palm, and soy, which together account for nearly 70% of deforestation globally. The IAP Program will be delivered through a multi-agency consortium including WWF, IFC, UNEP, and CI and UNDP working across Brazil, Indonesia, Liberia and Paraguay. The program will involve a number of 'child' projects focused on sustainable production, responsible demand, enabling transactions and adaptive management and learning. UNDP GCP is the lead agency on the program and is also implementing the production project and the adaptive management and learning project.

As part of this work, it is envisaged that the Green Commodities Community will evolve and grow to also encompass and respond to the learning needs of the *Good Growth Partnership*. This will involve the hosting of a major **Good Growth Conference**, or signature event, every second year, with the first such event scheduled for October 2018.

C. PURPOSE

Objectives

- The Green Commodities Programme: In close consultation with key staff, senior advisors and other relevant staff and partners:
 - Identify GCP's unique and most strategic public position in an increasingly crowded sustainability sector alongside key recommended strategic steps for achieving that positioning.
 - Through a consultative process with key staff, sharpen and gain consensus on GCP's key messaging so that its work is easily understood and inspires support.
 - Apply the new messaging to key communications tools (brochure, web text, corporate presentation) and support the production of these.
- **National Commodity Platforms**: Taking into consideration the unique National Commodity Platform methodology developed by GCP and how this differs from Platforms developed by other organizations (e.g. IDH, RSPO, World Cocoa), develop:
 - Key messages and a visual identity to more clearly communicate the GCP-pioneered National Commodity Platforms approach at a global/generic level.
 - Apply the generic/ global brand to key communications tools and work with the GCP team to produce these, namely: brochure, presentation, theory-of-change graphic, short animated video (60-90 seconds).
 - Based on consultations with at least six national platform teams, make recommendations for applying the global/ generic brand to national contexts. Recommendations need to take into account national political environments, enabling us to easily tailor the generic branding to each country once the assignment is done.
- Green Commodities Community and the Good Growth Conference –Develop the visual identity and messaging for the Green Commodities Community and how it relates to and the promotion of the Good Growth Conference and GGP. This triangular relationship will needs to be clearly articulated, based on consultations with key staff and advisors working across all of these areas.

D. SCOPE OF WORK

GCP will have oversight and is the leader of this work. Even so, a wide range of partners will need to be consulted to ensure that the final deliverables are fully agreed and coherent. As outlined above, this work will span three closely inter-related, but distinct, areas of the GCP portfolio. For this reason, it will be critical for the selected contractor to ensure full consultation and coherence across the different areas, ensuring that the final suite of brands and messaging flow seamlessly from one to another, providing the right level of recognition for the different partners involved.

Specifically, the selected contractor will be responsible for working through the following three key phases and key activities.

• Phase 1: Research and Discovery: This phase envisages four areas of research, namely:

- GCP Conduct an in-depth market analysis to identify the most strategic positioning for GCP in the sustainable commodities space. This work should include consultations with key staff and advisors as well as research into other similar organizations working in the sustainability space, producing a report of findings and key recommendations.
- Platforms Through consultations with key GCP staff/ advisors at the global level and staff of at least six Platforms at the national levels; as well as a desk review, identify, gain consensus on and produce a report that covers these key areas:
 - The most important ways in which GCP-supported Platforms differs from those developed by other organizations (e.g. IDH, RSPO, World Cocoa).
 - The most important information to communicate around the value and impact of Platforms as well as how they operate.
 - The political environment related to communicating about Platforms at the national level, identifying the key issues that need to be taken into consideration with applying any future 'generic' Platform identity and messaging at this level.
- Green Commodities Community and Good Growth Conference In close consultation with GCP as the coordinator of GGP, but also with partners as needed (WWF, UNDP-FI, GEF, IFC, CI), explore and gain consensus on the brand and messaging for the Green Commodities Community and how it relates to and the promotion of the Good Growth Conference and GGP. Making recommendation for key Conference marketing collateral to be produced.
- How the above work together Finally, explore and articulates how the GCP, National Commodity Platforms as well as the Green Commodities Community and the Good Growth Conference branding and messaging should be used in relation to each other both at the global and national levels.

• Phase 2: Position, Brand and Messaging Development

- GCP: Taking into account what is learned during the 'research' phase, develop the GCP messaging, alongside tone-of-voice, as well as top-line messaging that articulates who GCP is, what it does and why it matters, also covering the different key areas of GCP work: Platforms, Partnerships, technical assistance, knowledge.
- Platforms: 1) Develop the National Commodity Platform messaging, tone-of-voice guidance, as well as top-line messaging that articulates what makes Platforms unique, their value, impact and how they work. 2) Also, develop and propose different creative routes to take the National Commodity Platform identity in a way that will differentiate. 3) Then create the identity consisting of a colour palette, typography, icons/ graphic language elements. 4) Develop usage guidelines, including how to use the identity across print, digital (social media), website and in video.
- Green Commodities Community and Good Growth Conference: 1) Develop messaging, tone-of-voice guidance, as well as top-line messaging covering the key purpose and value of the Green Commodities Community and how this related to the Good Growth Conference. Key messages related to the Good Growth Conference should also be covered in this document. 2) Also, develop and propose different creative routes to take the Green Commodities Community identity in a way that will differentiate. 3) Then, create the identity consisting of colour palette, typography,

icons/ graphic language elements. 4) Develop usage guidelines, including how to use the identity at events, in print and online. 5) Finally, provide guidance on how the Conference should be branded, taking into consideration the different actors involved.

• Phase 3: Production

- Apply the GCP messaging to key products and develop a brochure, key website copy and a presentation.
- Apply the Platforms visual identity and key messaging to create some basic tools to help communicate the concept of National Commodity Platforms, namely: a brochure, presentation, theory-of-change graphic, short animated video (60-90 seconds).
- Work with key advisors to produce up to three different key Good Growth Conference collaterals, based on recommendations made by the selected contractor during the research phase (e.g. event brochure, poster etc).

Audience

- Donors
- Large Private Sector Companies
- National Governments
- Media
- NGOs/ Civil Society
- Intergovernmental Organizations
- Partners
- Producer organizations
- Consumers

E. EXPECTED OUTPUTS / DELIVERABLES

Deliverable One: Deliver the following key reports, recommendations and guidance notes, based on the research phase.

- Produce a report that articulates the key findings and recommendations to emerge from the in-depth market analysis to identify the most strategic positioning for GCP in the sustainable commodities space.
- Produce a report that articulates the key findings to emerge from the research phase in relation to Platforms, covering: what make GCP-supported Platforms unique; the areas of consensus around the value and impact of Platforms as well as how they operate, and the political environment related to communicating about Platforms at the national level.
- Produce a report that articulates the consensus arrived at related to the brand and messaging for the Green Commodities Community and how it relates to the Good Growth Conference and GGP. Making recommendation for key Conference marketing collateral to be produced.
- Provide a guidance note on how the GCP, National Commodity Platforms as well as the Green Commodities Community and the Good Growth Conference branding and messaging should be used in relation to each other both at the global and national levels.

Deliverable Two: Produce and Deliver two sets of messaging documents covering GCP, Platforms and the Green Commodities Community.

- Produce a GCP key messaging document, which provides guidance on tone-of-voice, as well as compelling top-line messaging that articulates who GCP is, what it does and why it matters, also covering the different key areas of GCP work: Platforms, Partnerships, technical assistance, knowledge.
- Produce a key messaging document, which provides tone-of-voice guidance, as well as top-line messaging that articulates what makes Platforms unique, their value, impact and how they work. This should include guidance and recommendations for applying messaging to national contexts.
- Produce a key messaging document, which provides guidance on tone-of-voice, as well as top-line messaging to articulate the key purpose and value of the Green Commodities Community and how this related to the Good Growth Conference. Key messages related to the Good Growth Conference should also be covered in this document.

Deliverable Three: Brand Delivery and related guidance notes.

- Deliver an agreed global/ generic identity for Platforms consisting of a colour palette, typography, icons/ graphic language elements. This should include usage guidelines, including how to use the identity across print, digital (social media), website and in video.
- Provide a guidance note on how to best tailor the generic platforms identify to the national context.
- Deliver an agreed Green Commodities Community identity consisting of a colour palette, typography, icons/ graphic language elements. This should also include usage guidelines, including how to use the identity events, in print and online.
- Provide a guidance note on how the Good Growth Conference should be branded.

Deliverable Four: Production of key communication tools.

- Apply the GCP messaging to key products, delivering a brochure, key website copy related to GCP's key areas of work and a presentation.
- Applying the visual identity and key messaging developed and work with key staff to create some basic tools to help communicate the global/ generic concept of National Commodity Platforms, namely: a brochure, presentation, theory-of-change graphic, short animated video (60-90 seconds).
- Work with key advisors to produce up to three different key Conference collaterals, based on recommendations made by the selected contractor during the research phase (e.g. event brochure, poster etc).

F. INSTITUTIONAL ARRANGEMENTS

On a day-to-day basis the company will liaise with the GCP Communications Lead , while drafts and final deliverables will be reviewed by the Good Growth Partnerships Global Project Manager and the GCP Global Head.

G. DURATION OF THE WORK

The consultancy duration will be 5 months

Payments will be processed upon submission and approval of expected products by The Good Growth Partnerships Global Project Manager and the GCP Global Head

Estimated lead time for UNDP to review outputs, give comments, certify approval/acceptance of outputs: 30 days after submission of output

H. DUTY STATION

The consultancy will be home based .

I. SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS

Deliverable	Percentage of Payment	Estimated date to complete	Review and approval
DeliverableOne:Deliverthefollowingkeyreports,reports,recommendationsand guidance notes,basedontheresearch phase	25%	18 April	The Good Growth Partnerships Global Project Manager and the GCP Global Head
Deliverable Two: Produce and Deliver two sets of messaging documents covering GCP, Platforms and the Green Commodities Community	25%	05 May	The Good Growth Partnerships Global Project Manager and the GCP Global Head
Deliverable Three: Brand Delivery and related guidance notes.	25%	05 June	The Good Growth Partnerships Global Project Manager and the GCP Global Head
Deliverable Four: Production of key	25%	30 June	The Good Growth Partnerships Global Project Manager

communication tools		and the GCP Global Head	
J. QUALIFICATIONS	F THE SUCCESSFUL CONTR/	ACTOR AND KEY PERSONNEL	
Firm Experience:			
 Experience working wit sector. Proven experience in details 	veloping successful brand id veloping visual products for	the sustainability sector, particularly the private	
Key Personnel (Focal Point):			
-	nmunications or other close	•	
	ence in communications an ence developing branding i	-	
Language: English			
L. ANNEXES			
N/A			

Evaluation Criteria:

Technical Evaluation: 70% Financial Evaluation: 30%

	Evaluation Matrix	
	ical Evaluation	Max Points 1000
Form :	1: Firm/Company Experience	
	rinny company Experience	
1.1	Years of experience in communications and marketing	50
	More than ten years	
	At least ten years	
1.2	Proven experience in developing successful brand identities and messaging	100
	Eight or more brand works developed100 pts.	
	Between 5 and 7 brand works developed	
	At least 5 brand works developed 70 pts.	
1.3	Experience working with the United Nations and/ or the sustainability sector, particularl	y 100
	the private sector	
	 More than three works developed for the UN/Sustainability sector 100 pts At least two works developed for the UN/Sustainability sector 70 pts 	
	At least two works developed for the UN/Sustainability sector 70 pts	
1.4	Proven experience in developing visual products for print production, including	100
	brochure and event collateral, such as banners and posters	
	Eight or more visual works developed	
	Between 5 and 7 visual works developed	
	At least four visual works developed70 pts.	
Total		350

Technical	proposal Evaluation	
Form 2:		Max Points
Exceller	Technical Proposal Sub-criteria: It = 100% ; Very Good 90%; Good 70%; Fair 30%; Poor 10%, Not submitted 0% of every sub criteria:	the Max points for
2.1	Clarity: Is the proposal structured in a concise and understandable way?	100
2.2	Objective: Does the proposal achieve the objective of the contract? Major aspects of the task have been addressed in sufficient detail?	100
2.3	Feasibility: The proposal allows to achieve the planned products with the resources available?	100
2.4	Creativity: The portfolio shows innovative ideas	100
Total		400

Technical Evaluation		Max Points
Form 3:		
	Key Personnel (Focal Point)	
3.1	Master degree in Communications or other closely related field Bachelor's degree in Communications or other closely related field	50 35
3.2	More than 5 years of experience in communications and marketing At least 5 years of experience in communications and marketing	100 70
3.3	More than 5 years of experience developing branding identities and messaging At least 5 years of experience developing branding identities and messaging	100 70
Total		250