

REQUEST FOR PROPOSALS

**RBAS-RFP-002/2018
For the Provision of
Communication and Social Media Services For
UNDP –RBAS Arab Knowledge Project**



United Nations Development Programme
March, 2018

Section 1. Letter of Invitation

March 22, 2018

Subject: Request for Proposal (RFP) No. RF-RBAS- 002-2018 for the provision of Communication and Social Media Services for the UNDP-RBAS' Arab Knowledge Project (AKP)

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate documents, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
hanan.abubaker@undp.org
Attention: Hanan Abubaker

The letter should be received by UNDP no later than COB Monday, April 01, 2018. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Huda Khattab

Operation Manager-RBAS

Section 2: Instruction to Proposers¹

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.

- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interest paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet (DS No. 18)**.

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet (DS No 4)**. Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet (DS no. 28)**, the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}$$

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet (DS No.33)**, may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission

shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Arab Knowledge Project (AKP)
2		Title of Services/Work:	Communication and Social Media Strategy Services
3		Country / Region of Work Location:	International
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	N/A
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	N/A
11	B.9.5	Validity of Proposal Security	N/A

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

	C.15.4 a)		
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	3 working days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Focal Person in UNDP: Hanan Abubaker E-mail address dedicated for this purpose: hanan.abubaker@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁵ proc.contract.rscio@undp.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	
21	C.21 D.24	Deadline of Submission	Date and Time: April 8, 2018 12:00 AM [Amman Local time]
22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁶

⁴ 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 officially received.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

⁶ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: [proc.contract.rscjo@undp.org] <input checked="" type="checkbox"/> Format: PDF files only, password protected for financial proposal only <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening for financial proposal <input checked="" type="checkbox"/> Max. File Size per transmission: [5MB] <input checked="" type="checkbox"/> Max. No. of transmission: [no limit] <input checked="" type="checkbox"/> Mandatory subject of email: [RFP-RBAS-002/2018 - Request for Proposal (RFP) No. RF-RBAS-002-2018 for the provision of Communication and Social Media Services for the UNDP-RBAS' Arab Knowledge Project (AKP)] <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission:
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: April 8, 2018 12:00 AM Venue: Regional Hub Amman Office
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. <input checked="" type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country

			<input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past [Three years] <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top [3] Clients in terms of Contract Value in the past [3 years]. UNDP reserve the right to ask for more satisfactory performance reports <input checked="" type="checkbox"/> List of reference checks from previous clients already provide similar services including (client name, valid email, valid Tel. Number) <input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> List of Detailed CVs for (two designers, two copywriters and/or researchers (content development specialists), one specialist in communication and strategy development, one specialist in social media, one specialist in media relations, in addition to a supervisor <input checked="" type="checkbox"/> Written confirmation from the Bidder that the Bidder is neither suspended by the UN system nor debarred by the World Bank group. <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	The Structure should follow requirements mentioned in Section 4 (Proposal Submission Form); Section 5 (Documents establishing the eligibility and qualification of the Bidder); Section 6 (Technical Proposal); and Section 7 (Financial Proposal) enclosed to this RFP and meeting the line by line requirements thereof
29	C.15.2	Latest Expected date for commencement of Contract	May 15, 2018
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1 year from contract signature
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only

32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>(See Tables below)</p> <p>Contract Award Criteria: Highest Combined Scoring, when Technical and Price Proposals are scored together;</p> <p>Evaluation Criteria: (See Tables below – TECHNICAL EVALUATION GRID)</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and</p> <p><input type="checkbox"/> Others</p>
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others N/A
35		Other Information Related to the RFP ⁷	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

⁷ Where the information is available in the web, a URL for the information may simply be provided.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	30
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	60
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	10
1.4	Quality assurance procedures, warranty	20
1.5	Relevance of:	180
	• Proven record of specialization in developing of communication strategies and implementation services;	30
	• A strong portfolio in such areas (offer shall include examples of similar work performed for key clients);	30
	• A minimum 5 years of experience working in similar prgorammes/projects;	40
	• At least 3 years of experience working with international organizations;	30
	• Experience working in Arab region; and	30
	• Should be a certified Facebook Business manager, a certified Twitter for Business partner, a YouTube MCN (multi-channel network) service provider, and a certifies Google partner.	20
		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	20

2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
		400

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Supervisor		80
		Sub-Score	
	General Qualification	70	
	Suitability for the Project		
	Bachelor's degree in communications, business administration, management, public relations, international relations or related fields.	10	
	At least 7 years of progressively professional experience in journalism, providing communications support at the national or international level	30	
	At least 3 years of experience within a managerial position in communication or public relations;	20	
	Experience in the Region	10	
	Language proficiency in both written and oral English and Arabic is required	10	
		80	
3.2	Communication Specialist		75
		Sub-Score	
	General Qualification	65	
	Suitability for the Project		
	Bachelor's degree in communications, journalism, public relations, social sciences, international relations or related fields.	10	
	At least 5 years of progressively professional experience in journalism, providing communications support at the national or international level;	30	
	At least 3 years of experience with managing online communication platforms and web-based systems;	15	
	Experience in the Region	10	
	Language proficiency in both written and oral English and Arabic is required	10	

			75	
3.3	Designers			30
			Sub-Score	
	General Qualification		25	
	Suitability for the Project			
	Bachelor's degree in graphic design, communication arts, or any related field;	10		
	At least 3 years of demonstrated professional experience in graphic design, including animation, photo and video editing, audiovisual production and visual production for websites and social media;	10		
	- Knowledge of the region	5		
	Language proficiency in both written and oral English and Arabic is required		5	
			30	
3.4	Copywriters or Researchers			35
			Sub-Score	
	General Qualification		30	
	Suitability for the Project			
	Bachelor's degree in communication arts, journalism, public relations, social sciences, international relations or related fields.	10		
	At least 3 years of progressively professional experience in copywriting, research, content development at the national or international level.	10		
	Knowledge of the region	10		
	Language proficiency in both written and oral English and Arabic is required		5	
			35	
3.4	Social Media Specialist			40
			Sub-Score	
	General Qualification		30	
	Suitability for the Project			
	Bachelor's degree in communication arts, journalism, public relations, social sciences or related fields.	10		
	At least 3 years of professional experience in developing and implementing social media strategies and campaigns at the national or international level;	10		
	Knowledge of the region	10		
	Language proficiency in both written and oral English and Arabic is required		10	
			40	
3.4	Media Relations Specialist			40

		Sub-Score	
	General Qualification	30	
	Suitability for the Project		
	Bachelor's degree in communication arts, journalism, public relations, social sciences or related fields.	10	
	At least 3 years of professional experience in developing and implimenting traditional media strategies and campaigns (TV, radio, news agencies...) at the national or international level;	10	
	- Knowledge of the region	10	
	Language proficiency in both written and oral English and Arabic is required	10	
		40	

Arab Knowledge Project

PROJECT DESCRIPTION

The Arab Knowledge Project (AKP) is a partnership between the United Nation Development Programme (UNDP) and the Mohammed Bin Rashid Al Maktoum Knowledge Foundation (MBRF). Originally established in 2007, the partnership resulted in the production of a series of reports known as the Arab Knowledge Reports that document key challenges and opportunities to building effective knowledge-based societies in Arab countries, with a particular focus on youth and skills development.

Aiming to widen the partnership's scope of impact and reach, as well as support the achievement of the Sustainable Development Goals (SDGs) adopted globally in 2015, UNDP and MBRF reinforced their strategic collaboration for five additional years (2016-2020). In this new phase, the AKP launched the **Arab Knowledge Index (AKI)** to assess the state of knowledge acquisition, dissemination and production across the Arab Region. The index is designed to cover the most important pillars of development reliant on knowledge: Pre-university Education, Higher Education, Technical Vocational Education and Training (TVET), Information and Communications Technology (ICT), Economy, and Research, Development and Innovation (RDI), in addition to the general enabling environment. It builds on data obtained from globally-recognized institutions including UNESCO, World Bank, OECD, ILO, World Economic Forum, International Telecommunication Union (ITU) and IEA Data Processing and Research Center, while taking into consideration the specific socio-cultural context, needs and challenges of the Arab Region. The AKP has also developed the **Knowledge4all** digital portal, which contains the previous Arab Knowledge Reports, the Arab Knowledge Index in its two versions and the Arab Reading Index; and the **K4all** mobile application to provide easily accessible data on knowledge within a development framework.

In 2017, the AKP produced the **Global Knowledge Index**, which has become a global measure of knowledge accumulation and production covering 131 countries internationally. The Knowledge Index was launched in its English and Arabic versions in November 2017 during the fourth Knowledge Summit organized by MBRF in Dubai.

⁸ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

As part of its 2018 Annual Work Plan, the Arab Knowledge Project (AKP) strives to widely disseminate and imbed in policy debates its Global Knowledge Index (GKI) through implementing its outreach and advocacy strategy. The strategy aims to drive an active conversation, raise awareness and inform key project stakeholders and audiences (as detailed below) about: 1) the mission and vision of the Arab Knowledge Project; 2) key features and anticipated outcomes of the Global Knowledge Index; and 3) the intricate web of relations between knowledge and development.

The AKP's outreach and advocacy strategy pursues the following key directions:

- Map and analyze awareness levels in target countries of the AKP and GKI, to establish **baselines** for strategically planning and implementing awareness efforts and activities accordingly;
- Identify and deploy communication and promotion **tools and tactics** to reach and impact its segmented target audiences and stakeholders in accordance with AKP's advocacy objectives;
- Identify and strategically utilize communication/media **channels and platforms** to maximize reach and impact segmented target audiences and stakeholders;
- Mobilize a **network of supporting partners** (individuals and institutions) at the international level, and within target countries and among target audiences, to help influence public opinion and maximize reach within targeted communities --building upon and expanding on the strong relations with local influential individuals and institutions in the Arab countries and across the world, established over the years of the AKP's operation;

Target Audience of the AKP's outreach and advocacy strategy

The AKP's outreach and advocacy strategy targets key stakeholders and audiences segmented

- 1) along each of the Knowledge Index' six sectors: pre-university education; higher education; TVET; Economy; ICT; and RDI, and
- 2) geographically: at national, regional and international levels, with focused targetting, including through tailored events, in a number of key influential capitals, such as Dubai and Riyadh; Amman, Beirut, Alexandria and Cairo; Tunis and Rabat; London, Paris, Kuala Lumpur and New York; and potentially other cities

Select Key Audiences include

- Policymakers and relevant ministries (including Education and Higher Education);
- Youth (15-29 years), particularly university students;
- Strategists, innovators, entrepreneurs, and influencers;
- Intellectuals, academics, writers, scholars and the highly-educated (including universities and scientific committees and journals);
- CSOs, NGOs and International organizations;
- Local, regional and international media outlets; and social media influencers;

1. OBJECTIVE

To support the AKP's outreach and advocacy strategy, and in line with the strategic direction and preliminary audience identified above, UNDP wishes to engage the services of a highly qualified vendor to: 1) support the media (traditional and online social media) needs of the AKP and position it as a well-followed account on social media platforms; and 2) develop and implement a media strategy (traditional and online social media) to enhance the visibility and outreach of AKP portal and promote it as an advocacy tool, hence maximizing awareness and policy-use of the recently-released Global Knowledge Index, based on the information set forward in this document.

The qualified vendors are expected to have conducted similar projects with international organizations (preferably UN) and are expected to develop creative tools and concepts to meet UNDP's objectives.

2. DETAILED SCOPE OF WORK

AKP branding

- Based on the established mission and vision of the Arab Development Project, develop and detail a distinct branding package, including its positioning statement, unique attributes and differentiators, promise and personality.
- Developing visual identity of the AKP brand, including all relevant templates for digital and print promotional products, i.e. AKP portal, social media platforms, printouts, etc.

Media Strategy Development and Planning

- Develop an integrated media outreach strategy (for a 3-years period) that combines the use of traditional mainstream media (print, television, radio, etc.), online (website) and social media (Twitter, Facebook, LinkedIn, Instagram, Flickr, etc.) to reach and impact key segmented target audiences and stakeholders in accordance with AKP's advocacy objectives.
- Develop an implementation workplan for an initial first year, detailing the main tactics, tools and activities that need to be implemented to achieve the objectives of the strategy with clear timelines and key performance indicators.

Implementation of Media Strategy

Based on the strategy and the first-year implementation work plan, and guided by the indicative activities detailed in the next section the contractor will be responsible for implementing activities of the strategy, which will include as a minimum but will not be limited to the following:

Developing/expanding AKP Media relations and expanding coverage in traditional media, including:

- Developing an expanded AKP Media list to serve as basis for media networking and outreach.
- Establishing and maintaining an AKP media network that is virtually (online) active, with members (partial) meeting occasionally.
- Drafting quality AKP content and disseminating/ placing it in segmented top-tier media (e.g. statements, advisories, releases, Op-Eds, etc.).
- Working with segmented top-tier outlets to develop their own media-generated content (e.g. interviews with AKP experts, features/ reports on AKP products, etc.).

Maximizing reach and engagement on online & social media Platforms, including:

- Setting the target reach in terms of website traffic and social media followers.
- Identifying the different social media platforms that are efficient to use and specifying characteristics and strategy for each platform.
- Developing relations with social media influencers, especially among youth, media and intellectuals.
- Generating conversations and achieving interactions and engagement with the target audience.
- Running regular SM campaigns with strong visual and interactive content.
- Maximizing convergence between knowledge4all online portal and SM platforms.
- Co-managing, developing and regularly updating content of the social media platforms.
- Developing regular quality content for online and social media platforms to maximize engagement of target audiences.
 - Develop content extracted from the portal in full coordination with AKP team.
 - Create visual (images, infographics, charts, maps, videos, etc.) to link to the content.
 - Solicit answers from AKP team to respond to questions, inquiries and messages on AKP pages.
 - Use both Arabic and English languages in terms of content and visuals, almost equally on all platforms.
- Producing a sub-campaign and plan to carry sponsored and boosted posts, with regular reports on its efficiency and reach.

Relationships and production management

- Identify, propose and evaluate work partners (such as opinion leaders and individual or institutional community influencers, relevant to the target stakeholders and audiences) and contractors (such as, event organizers, advertising agencies, print shops, etc.) that may be necessary to engage with in different stages of the implementation of the AKP outreach and advocacy effort.
- Upon request and under the supervision and authority of the AKP team, solicit offers of the highest quality and best value for money from contractors (relevant to media and communication) that may be necessary to engage with in different stages of the implementation of the AKP outreach and advocacy effort, and subsequently manage and monitor their work and present regular reports on progress.

Social Media Reporting and Capacity Strengthening

- Meet on a monthly basis, or as needed, with the AKP team.
- Monitor and measure the progress achieved to amend and refine campaign if required. As such, the selected vendor is requested to submit a monthly progress report and more detailed analytical quarterly progress report to include the progress achieved at different fronts, identifying challenges, gaps and a forward-looking strategy. The reports should include numbers and graphics on key performance indicators, with examples on best performed posts and sufficient explanation on performance.
- Support the AKP team in developing their media engagement capacities, including dealing with media queries and requests, and messaging and giving interviews. Also, the support shall include training sessions on developing content and visual for social media, generating engagement, when to carry sponsored posts and how, and best ways to monitor and measure progress.

Requirements:

- The selected vendor shall highly take into consideration that the project is carried on global level, thus media reach and engagement shall target different audience in different geographical locations, e.g. reaching out for traditional media outlets should include local, regional and international institutions.
- The selected vendor shall keep all AKP social media accounts authentic and free from any spam bot problems.

3. Indicative Activities

This section suggests a minimum set of indicative activities for guidance purposes. The selected vendor is encouraged to expand on this set and provide their own creative ideas, suggestions, and tools to achieve outreach goals.

General Media

- Prepare a set of key messages on knowledge and development, the results of the Global Knowledge Index, case studies and highlights, potentially in collaboration with other international agencies, e.g. with UNESCO on education, with the World Bank and the IMF on economy, with World Economic Forum on research, development and innovation and ICT, with ITU on ICT, with UNESCO-UNEVOC on TVET, etc. or with influential people such as Malala Yousafzai, Bill Gates, Mark Zuckerberg, innovators in the fields of technology, education, and development etc.;
- Disseminate project reports on a monthly basis to regional and international media in different languages, in addition to the possibility of preparing short videos and infographics on the Global Knowledge Index and the six supporting sub-indices (thematic sectors);
- Increase visibility and interaction, particularly in international media; and establish/improve cooperation with specific programs and shows in leading TV and radio stations, as well as appearances and commentaries in news programs; in addition to arranging special media interviews with leading specialized media at the international level;
- Secure extensive media coverage for all phases and events of the campaign, including those mentioned in this document and other ones that might come up at a later stage, including the launch of the Arab Knowledge Index during the Knowledge Summit;
- Prepare high-quality English and Arabic written content, Q&As, features, videos and infographics, on the work and efforts of the AKP, and the role of the Index in supporting and promoting knowledge-based development at the Arab and international levels;
- Seek sponsorships to disseminate the project's key messages to the widest possible audience.

Social Media

- Develop a digital marketing campaign in English and Arabic;
- Launch a social media campaign in target countries through relevant stakeholders, online influencers and bloggers;
- Liaise extensively with major news websites that can support in the campaign goals and objectives.
- Form a team and be in full readiness to participate in the upcoming knowledge summit in 2018: the team is expected to live tweet and secure wide media coverage of the event, mainly focusing on promoting the launching of the upcoming Global Knowledge Index.

Media Support and Outreach Events

- Organize media events, briefings, roundtables and desk visits, with the aim of raising further awareness about the project and its key objectives and achievements;
- Be up-to-date and inform AKP team of any regional and international conferences and events in different areas

- and fields that serve the campaign's objectives;
- Arrange focused meetings with leading influential figures in the six sectors of the Index, to disseminate the campaign's messages with the objective of utilizing the high media coverage such meetings generate, as well as the influence these figures exert on their respective audiences;
 - Arrange meetings with leading local and international universities, research centers, think-tanks and educational institutions, especially those that can exert the highest influence on public opinion and policymaking in areas of concern to the index (development, knowledge, culture, etc.).

4. DELIVERABLE AND OUTPUTS

Outputs (w activities and deliverables)	Indecative Performance Targets	Date*	Review and Approvals Required
Output 1: AKP and (GKI) brand well recognized and strategically communicated in the media			
1.1 Branding (1) Based on its mission and vision, develop and detail the AKP's brand (identity, attribute, promise, etc.) (2) Developing visual attributes of the AKP brand, including all relevant templates for digital and print products.	<ul style="list-style-type: none">• AKP and Global Knowledge Index Brand Manual• AKP and Global Knowledge Index Graphic Standards Manual	1 month following contract signature 1 month following contract signature	Hany Torky AKP Chief Technical Advisor
1.2 Integrated media strategy (1) Develop a media strategy integrating traditional, online and social media, and (2) Develop an implementation work plan for the first year of the strategy	<ul style="list-style-type: none">• Media outreach 3-Year strategy integrating traditional, online and social media, with clear targets and objectives.• Media outreach implementation work plan (1 year) separately detailing traditional, online and social media activities with clear timelines, targets, and budget allocations	1 month 1 month	
Output 2: target audiences regularly informed of AKP news and opinions through traditional media			
2.1 Developing/expanding AKP Media relations (1) Develop an expanded AKP Media list to serve as basis for media networking and outreach; and (2) Establish and maintain an AKP media network that is virtually (online) active, with members (partial) meeting occasionally	<ul style="list-style-type: none">• List should comprise relevant reporting media; editorial managers; influential columnists, etc., segmented by national (target countries), regional (Arab) and international levels in top-tier media outlets• 12 media briefings and media visits (as needed – organized with AKP events)	1 month Starting 1 month following contract signature for a period of 1 year	Hany Torky AKP Chief Technical Advisor
2.2 Content Generation (1) Drafting quality AKP content and disseminating/ placing it in segmented top-tier media (e.g. statements, advisories, releases, Op-Eds, etc.) (2) Working with segmented top-tier outlets to develop their own media-generated content (e.g. interviews with AKP experts, features/ reports on AKP products, etc.)	<ul style="list-style-type: none">• 8 interviews (TV, radio and print);• 8 press Releases (each in English & Arabic);• 8 opinion pieces/feature articles (each in English & Arabic) on knowledge-related topics	Starting 1 month following contract signature for a period of 1 year	
Output 3: Engagement of target audiences maximized on online and social media			
3.1 Maximizing reach on online & social media Platforms (1) Setting the target reach in terms of website traffic and social media followers. (2) Identifying the different social media platforms that are efficient to use and specifying characteristics and strategy for each platform. (3) Developing relations with social	<ul style="list-style-type: none">• 12 integrated SM campaigns• 10,000 new hits on AKP website• 2,000 new downloads of AKP's mobile app• 100,000 Increase in number of followers on twitter• Facebook – YouTube - Other SMs Followers and likers shall be all genuine and the increase in numbers shall be reasonably accompanied by an increase in interaction and engagement (liking, sharing, responding, commenting, etc.);	1 per month per month per month over 12 months	Hany Torky AKP Chief Technical Advisor

<p>media influencers, especially among youth, media and intellectuals.</p> <p>(4) Generating conversations and achieving interactions and engagement with the target audience.</p> <p>(5) Running regular SM campaigns with strong visual and interactive content.</p> <p>(6) Maximizing convergence between Knowledge4all online portal and SM platforms.</p>			
<p>3.2 Managing/regularly updating quality online content</p> <p>(1) Co-managing, developing and regularly updating content of the social media platforms.</p> <p>(2) Developing regular quality content for online and social media platforms to maximize engagement of target audiences</p>	<ul style="list-style-type: none"> • 14 tweets (focus on visual and interactive) • 7 FB posts (focus on visual and interactive) • 12 infographics (each in English & Arabic versions) • 10 country-specific animated videos (each up to 60 seconds in length, each to be produced in English and Arabic); • 2 animated videos promoting Knowledge4All and the Global Index (each up to 120 seconds in length), each in two versions (English VO w/ Arabic subtitles and vice versa). 	<p>Per week</p> <p>Per week</p> <p>Per month</p> <p>Per month</p> <p>3-4/quarter</p> <p>3rd quarter</p>	
Output 4: Website traffic and social media reach is reported on a monthly and quarterly basis			
<p>4.1 Social media reporting and capacity strengthening</p> <p>(1) Monitor and measure the progress achieved to amend and refine campaign if required. Submit a monthly progress report and more detailed analytical quarterly progress to include the progress achieved at different fronts, identifying challenges, gaps and a forward-looking strategy</p>	<ul style="list-style-type: none"> • 12 monthly reports submitted during the first year. • 4 quarterly reports submitted during the first year. The reports include numbers and graphics on key performance indicators, with examples on best performed posts and sufficient explanation on performance. 	<p>1 per month</p> <p>1 per quarter</p>	<p>Hany Torky AKP Chief Technical Advisor</p>
* All target dates are counted from contract signature date			

5. *PROGRESS REPORTING REQUIREMENTS*

Based on a review of what is detailed in this document and as needed, the selected vendor will work closely with the AKP team to discuss and agree on a final detailed work plan, task requirements, working methodology and reporting lines. The AKP team shall monitor every stage of implementation of the tasks and shall review the completion of activities and deliverables. Throughout the assignment, the selected vendor shall present summary progress reports on a monthly basis, or more often, if needed. Summary progress reports shall highlight the following:

- Results accomplished during the prior period;
- Deviations from schedule of progress milestones as specified in the agreed and finalized work plan;
- Corrective actions to be taken to return to planned schedule of progress or proposed revisions to planned schedule;
- Other issues and outstanding problems with proposed actions to be taken;
- Resources that the Contractor expects to be provided by the AKP team and/or actions to be taken by the AKP team in the next reporting period;
- Other issues or potential problems the Contractor foresees that could impact on project progress and/or effectiveness.

6. *KPI FOR IMPLEMENTING PROJECTS*

Upon contracting, and based on a review of the indicative key performance Indicators (KPIs) listed in this document, the AKP team will work with the winning party, as needed, to detail precise KPIs to be used in measuring the deliverables and outputs. These may include the number of outputs (press releases, designs, videos, etc..) outreach and interactions (publishing press releases, interactions and followers on social media, etc..) and specialised events organized (press conferences, briefings, trainings).

INSTITUTIONAL ARRANGEMENT

The winning party shall be working from its own premises and meet with the AKP team in Dubai/Beirut as needed (3 missions per year), in addition to the coverage of the project activities (the Knowledge Summit being one key event). The winning party shall be responsible for providing the necessary supplies to complete the desired services up to the highest standards, and any costs incurred towards that end shall be taken into account in the presented financial offer.

DURATION OF THE WORK

The duration of the contract shall be one (1) year from contract signature date, expected to commence on 15 May, 2018.

LOCATION OF WORK

The AKP is based in Dubai (UAE) and Beirut (Lebanon). It is desired that the competing parties have offices in Dubai, but the competing party can work from any country it desires as long as it shall be available for in person meetings and Skype meetings as required. The AKP does not cover any costs related to the working team travel and accommodation for participating in meetings, and such projected costs- if applicable. Firm is responsible to cover these costs.

QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

The successful contractor shall have:

- Proven record of specialization in developing of communication strategies and implementation services;
- A strong portfolio in such areas (offer shall include examples of similar work performed for key clients);
- A minimum 5 years of experience working in similar programmes/projects;
- At least 3 years of experience working with international organizations;
- Experience working in Arab region; and
- Should be a certified Facebook Business manager, a certified Twitter for Business partner, a YouTube MCN (multi-channel network) service provider, and a certified Google partner.

WORKING TEAM

The selected vendor shall establish a highly professional and specialized working team to implement this contract, selected from its highest achieving employees, and potentially with other members from outside the company, in addition to seeking support from the company's partners and representative offices around the world to implement the contract, in close coordination with the AKP and UNDP-RBAS teams.

Bios and qualifications of the working team shall be presented as part of the technical offer. The team should include at least: two designers (with video and animation capabilities), two copywriters and/or researchers (content development specialists), one specialist in communication and strategy development, one specialist in social media, one specialist in media relations, in addition to a supervisor. Below are the qualification required for member of the team:

One (1) Supervisor*:

- Bachelor's degree in communications, business administration, management, public relations, international relations or related fields.
- At least 7 years of progressively professional experience in journalism, providing communications support at the national or international level;
- At least 3 years of experience within a managerial position in communication or public relations;

One (1) Communication Specialist*:

- Bachelor's degree in communications, journalism, public relations, social sciences, international relations or related fields.
- At least 5 years of progressively professional experience in journalism, providing communications support at the national or international level;
- At least 3 years of experience with managing online communication platforms and web-based systems;

One (1) Media Relations Specialist*:

- Bachelor's degree in communication arts, journalism, public relations, social sciences or related fields.
- At least 3 years of professional experience in developing and implementing traditional media strategies and campaigns (TV, radio, news agencies...) at the national or international level;

One (1) Social Media Specialist*:

- Bachelor's degree in communication arts, journalism, public relations, social sciences or related fields.
- At least 3 years of professional experience in developing and implementing social media strategies and campaigns at the national or international level;

Two (2) Designers*:

- Bachelor's degree in graphic design, communication arts, or any related field;
- At least 3 years of demonstrated professional experience in graphic design, including animation, photo and video editing, audiovisual production and visual production for websites and social media;

Two (2) Copywriters/Researchers*:

- Bachelor's degree in communication arts, journalism, public relations, social sciences, international relations or related fields.
- At least 3 years of progressively professional experience in copywriting, research, content development at the national or international level.

* Language proficiency in both written and oral English and Arabic is required for all team members

C. Scope of Proposal Price and Schedule of Payments

All proposals must include detailed break down of the the following unit cost (professional fees, travel costs, living allowances, communications, consumables, serice fees..... etc.) that could possibly be incurred are already factored into the final amounts submitted in the proposal.

The contractor will be paid an all-inclusive Deliverables/Outputs based quarterly amounts (25% of the total contract) over the assignment period, following confirmation of satisfactory performance of achieved work (deliverables/outputs).

Outputs (w activities and deliverables)	Indecative Performance Targets	Date*
Output 1: AKP and (GKI) brand well recognized and strategically communicated in the media		
1.1 Branding (1 Based on its mission and vision, develop and detail the AKP's brand (identity, attribute, promise, etc..) (2) Developing visual attributes of the AKP brand, including all relevant templates for digital and print products.	<ul style="list-style-type: none"> • AKP and Global Knowledge Index Brand Manual • AKP and Global Knowledge Index Graphic Standards Manual 	1 month following contract signature 1 month following contract signature
1.3 Integrated media strategy (3) Develop a media strategy integrating traditional, online and social media, and (4) Develop an implementation work plan for the first year of the strategy	<ul style="list-style-type: none"> • Media outreach 3-Year strategy integrating traditional, online and social media, with clear targets and objectives. • Media outreach implementation work plan (1 year) separately detailing traditional, online and social media activities with clear timelines, targets, and budget allocations 	1 month 1 month
Output 2: target audiences regularly informed of AKP news and opinions through traditional media		
2.1 Developing/expanding AKP Media relations (1) Develop an expanded AKP Media list to serve as basis for media networking and outreach; and (2) Establish and maintain an AKP media network that is virtually (online) active, with members (partial) meeting occasionally	<ul style="list-style-type: none"> • List should comprise relevant reporting media; editorial managers; influential columnists, etc., segmented by national (target countries), regional (Arab) and international levels in top-tier media outlets • 12 media briefings and media visits (as needed –organized with AKP events) 	1 month Starting 1 month following contract signature for a period of 1 year
2.2 Content Generation (1) Drafting quality AKP content and disseminating/ placing it in segmented top-tier media (e.g. statements, advisories, releases, Op-Eds, etc.)	<ul style="list-style-type: none"> • 8 interviews (TV, radio and print); • 8 press Releases (each in English & Arabic); • 8 opinion pieces/feature articles (each in 	Starting 1 month following contract signature for a period of 1 year

(2) Working with segmented top-tier outlets to develop their own media-generated content (e.g. interviews with AKP experts, features/ reports on AKP products, etc.)	English & Arabic) on knowledge-related topics	
Output 3: Engagement of target audiences maximized on online and social media		
3.3 Maximizing reach on online & social media Platforms (7) Setting the target reach in terms of website traffic and social media followers. (8) Identifying the different social media platforms that are efficient to use and specifying characteristics and strategy for each platform. (9) Developing relations with social media influencers, especially among youth, media and intellectuals. (10) Generating conversations and achieving interactions and engagement with the target audience. (11) Running regular SM campaigns with strong visual and interactive content. (12) Maximizing convergence between Knowledge4all online portal and SM platforms.	<ul style="list-style-type: none"> • 12 integrated SM campaigns • 10,000 new hits on AKP website • 2,000 new downloads of AKP's mobile app • 100,000 Increase in number of followers on twitter • Facebook – YouTube - Other SMs Followers and likers shall be all genuine and the increase in numbers shall be reasonably accompanied by an increase in interaction and engagement (liking, sharing, responding, commenting, etc.);	1 per month per month per month over 12 months
3.4 Managing/regularly updating quality online content (3) Co-managing, developing and regularly updating content of the social media platforms. (4) Developing regular quality content for online and social media platforms to maximize engagement of target audiences	<ul style="list-style-type: none"> • 14 tweets (focus on visual and interactive) • 7 FB posts (focus on visual and interactive) • 12 infographics (each in English & Arabic versions) • 10 country-specific animated videos (each up to 60 seconds in length, each to be produced in English and Arabic); • 2 animated videos promoting Knowledge4All and the Global Index (each up to 120 seconds in length), each in two versions (English VO w/ Arabic subtitles and vice versa). 	Per week Per week Per month Per month 3-4/quarter 3 rd quarter
Output 4: Website traffic and social media reach is reported on a monthly and quarterly basis		
4.1 Social media reporting and capacity strengthening (2) Monitor and measure the progress achieved to amend and refine campaign if required. Submit a monthly progress report and more detailed analytical quarterly progress to include the progress achieved at different fronts, identifying challenges, gaps and a forward-looking strategy	<ul style="list-style-type: none"> • 12 monthly reports submitted during the first year. • 4 quarterly reports submitted during the first year. The reports include numbers and graphics on key performance indicators, with examples on best performed posts and sufficient explanation on performance. 	1 per month 1 per quarter
* All target dates are counted from contract signature date		

D. Recommended Presentation of Proposal

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, it is best to recommend the preferred contents and presentation of the Proposal to be submitted, as well as the format/sequencing of their presentation.

E. Criteria for Selecting the Best Offer

Offers to be submitted should consist of technical and financial proposals. The Technical and financial proposals must be submitted separately. A detailed presentation should be filed enclosed with the technical offer.

Highest Combined Score (based on the 70% technical offer and 30% price weight distribution).

<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
<i><u>Technical Competence</u></i>	<i>70%</i>	<i>1000</i>
<i><u>Financial (Lower Offer/Offer*100)</u></i>	<i>30%</i>	<i>430</i>
<i><u>Total Score</u></i>	<i>Technical Score * 0.7 + Financial Score * 0.3</i>	

Section 4: Proposal Submission Form⁹

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form¹⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹¹

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹¹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:	
Position for this Contract:	
Nationality:	
Contact information:	
Countries of Work Experience:	
Language Skills:	
Educational and other Qualifications:	

Summary of Experience: *Highlight experience in the region and on similar projects.*

Relevant Experience (From most recent):

Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		

References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
--	--

Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
-----------------------	--

Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
-----------------------	--

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form¹²

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3	Deliverable 3		
	Total	100%	USD

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

¹² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

Section 8: Face sheet contract

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Contract for Goods and/or Services
Between the United Nations Development Programme and [insert name of the Contractor]

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: [Yes] [No] [indicate as appropriate]	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods and services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words]	
9a. Advance Payment: [insert currency and amount in figures and words or indicate "not applicable"]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods and/or Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor's Name: Address: Country of incorporation: Website:	
13. Contractor's Contact Person's Name: Title: Address: Telephone number: Fax: Email:	
14. UNDP Contact Person's Name: Title: Address:	

Telephone number:

Fax:

Email:

15. Contractor's Bank Account to which payments will be transferred:

Beneficiary:

Account name:

Account number:

Bank name:

Bank address:

Bank SWIFT Code:

Bank Code:

Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions ~~[delete if not applicable]~~.
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] ~~[delete if not applicable and remove square brackets]~~.
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount ~~[delete if not applicable]~~.
5. Technical Specifications for Goods ~~[delete if not applicable]~~.
6. The Contractor's Technical Proposal and Financial Proposal, dated ~~[insert date]~~, as clarified by the agreed minutes of the negotiations meeting, dated ~~[insert date]~~; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices ~~[to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable]~~.

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor

For UNDP

Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract,

respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities

in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

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

fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

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

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
