# REQUEST FOR PROPOSAL (RFP)

**Production of Public Behavioral Change Materials and Capacity Building for Gender Equality (Process 9093)**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Production of Public Behavioral Change Materials and Capacity Building for Gender Equality.**

Please be guided by the form attached hereto as Annex 2 and 3, in preparing your Proposal.

Proposals, **comprising of a Technical and Financial Proposal, in separate sealed envelopes**, must be submitted on or before **Friday 21 September 2018 by 12:00 pm, Cambodia time** address below. **Late submission shall be rejected. Submission by email will not be accepted.**

**UNDP Cambodia, Registry Office (Building No. 5)**
**No. 53, Pasteur Street, Boeung Keng Kang I**
**PO Box 877, Phnom Penh, Cambodia**
**Attn: Procurement Analyst, Procurement Unit**

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days.

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions indicated herein. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP in this link: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Kolap Hul
Operations Manager
07 September 2018

**Annex 1**

## Description of Requirements

| | |
|---|---|
| Context of the Requirement | Production of Public Behavioral Change Materials and Capacity Building for Gender Equality. |
| Implementing Partner of UNDP | MoWA |
| Brief Description of the Required Services | As per Term of Reference |
| List and Description of Expected Outputs to be Delivered | • To develop a set of communication materials for MoWA including One music video, 3 mini drama videos, Once documentary video and 84 high qualify professional pictures.<br>• To build capacity of MoWA team -comprised by selected MoWA staff from LWGE program and the MoWA Information Department- for the design, production and dissemination of communication materials. |
| Person to Supervise the Work/Performance of the Service Provider | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| Frequency of Reporting | *As and when required for ad-hoc repair or set up* |
| Progress Reporting Requirements | As and when required |
| Location of work | Phnom Penh, Cambodia, with possible travel to several locations in Cambodian provinces |
| Expected duration of work | An initial Long Term Agreement (LTA) will be issued for a period of one year and may be extended for an additional two years by mutual agreement of the parties and subject to satisfactory performance of the Contractor. |
| Target start date | 65 days, from 01 October to 31 December 2018 |
| Travels Expected | Travel to several locations in Cambodian provinces |
| Special Security Requirements | N/A |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | N/A |
| | ☒ Not Required |

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| Implementation Schedule indicating breakdown and timing of activities/sub-activities | |
| Names and curriculum vitae of individuals who will be involved in completing the services | ☒ Required |
| Currency of Proposal | ☒ United States Dollars |
| Value Added Tax on Price Proposal | ☒ Must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals *(Counting for the last day of submission of quotes)* | ☒ 120 days<br><br>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. |
| Partial Quotes | ☒ Not permitted |
| Payment Terms[1] | |

| No | Deliverables/Outputs | Target Due Dates | Payment amount |
|---|---|---|---|
| 1 | Upon satisfactory delivery of output 1 & 2 | 12th Oct 2018 | 20% |
| 2 | Upon satisfactory delivery of outputs 3 & 4 | 30th Nov 2018 | 40% |
| 3 | Upon satisfactory delivery of outputs 5, 6 & 7 | 25th Dec 2018 | 40% |

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| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| Preliminary Examination | 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 |

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

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| | 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. |
| Criteria for Contract Award | ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)<br><br>The total score for each proposal will be calculated independently by the following formula:<br><br>Rating the Technical Proposal (TP):<br><br>**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100<br><br>Rating the Financial Proposal (FP):<br><br>**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100<br><br>Total Combined Score:<br><br>(TP Rating) x Weight of TP (70%)<br>+ (FP Rating) x Weight of FP (30%)<br>**Total Combined and Final Rating of the Proposal**<br><br>☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal | **Technical Proposal (70%)**<br><br>The Technical Proposal of the offerors will be evaluated based on the following criteria:<br><br>The total number of points allocated for the technical proposal is 1000. The technical proposal of the offeror is evaluated based on following criteria: |

| No. | Summary of Technical Proposal Evaluation Forms | Points Obtainable |
|---|---|---|
| 1 | Expertise of organization | 300 |
| 2 | Proposed Approach and methodology | 300 |
| 3 | Proposed Personnel | 400 |

| | | |
|---|---|---|
| | Total | 1000 |

| No. | Technical Proposal Evaluation<br>Form 1: Expertise of organization | Points Obtaina |
|---|---|---|
| 1 | Firm/organization must be based in Cambodia and have at least 5 years of practical experience in development of multi-media communications materials and campaigns in the field of development; experience on communication for gender equality issues is a strong asset. | 100 |
| 2 | Have solid experience in production of video/film materials and photography. Samples of works will have to be submitted in application package | 100 |
| 3 | Professional experience in providing capacity development/trainings on communication and media production. | 50 |
| 4 | Experience working with United Nations' funded programs or similar. | 25 |
| 5 | Experience working with the Royal Government of Cambodia's (RGC), especially across sectors within the line ministries. | 25 |
| | Total: | 300 |

| No. | Proposed Approach | Points Obtainabl |
|---|---|---|
| 1 | To what degree does the Offeror understand the task? Have the important aspects of the task been addressed in sufficient detail? | 100 |
| 2 | Youth centered / human centered type of design, methodology and approach | 100 |
| 3 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 100 |
| | Total | 300 |

| No. | Proposed personnel | Points Obtaina |
|---|---|---|
| 1 | **<u>Team Leader (1 person)</u>:**<br>• A Bachelor's Degree (or above) in Communications, Gender/Women's Studies, Political Science, Sociology or related field **(30 points)**<br>• Minimum of 3 years of experience managing communication projects and/or development programs in the field of communications internationally or in Cambodia; **(50 points)**<br>• Professional experience in providing trainings on | 100 |

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| | | communication and media production<br>Experience working on gender issues **(20 points).** | |
| | 2 | **<u>Production Manager (1 person):</u>**<br>• A Bachelor's Degree (or above) in Communications, Gender/Women's Studies, Political Science, Sociology or related field; **(30 points)**<br>• At least 5 years of experience in production of audiovisual materials, overseeing all logistics and production needs; **(40 points).**<br>• Proficient in English and Khmer **(30 points)** | 100 |
| | 3 | **<u>Writer/Producer/Director (1 person):</u>**<br>• A Bachelor's Degree (or above) in Communications, Media Production or related field; **(10 points)**<br>• At least 7 years of experience in development of communications and multi-media campaigns for governments, NGOs and the development sector (with samples of works to be included in the application package); **(30 points).**<br>• Strong experience in oversight of production elements and processes to completion; **30 points)**<br>• Ability to conceptualize, ideate and develop communication content through diverse formats. **(20 points)**<br>• Experience working on gender issues in Cambodia **(10 points)** | 100 |
| | 4 | **<u>Camera/Photographer/editor (1 person):</u>**<br>• A Bachelor's Degree (or above) in Communications, Media Production, Film Production or related field;**(20 points)**<br>• At least 7 years of experience as professional video/film camera person, cinematographer and photographer (with samples of works to be included in application package); **(40 points).**<br>• Strong experience in post-production of videos/films; **(30 points)**<br>• Experience working on gender issues considered a strong asset; **(10 points)** | 100 |
| | | Total | 400 |

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| | **Financial Proposal (30%)**<br>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. |
| Post Qualification Review | 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 Terms of Reference, may include, but need not be limited to, all or any combination of the following:<br><br>a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;<br>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;<br>c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;<br>d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; and<br>Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| UNDP will award the contract to: | ☒ One Service Provider |
| Type of Contract to be Signed | ☒ Purchase Order<br>☒ Contract Face Sheet (Goods and-or Services) UNDP (this template is also utilised for Long-Term Agreement[2] and *if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)* |
| Contract General Terms and Conditions[3] | ☒ General Terms and Conditions for de minimi contracts (services only, less than $50,000)<br><br>Applicable Terms and Conditions are available at:<br>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html |

[2] *Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation*

[3] *Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.*

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| Annexes to this RFP[4] | ☒ Form for Submission of Proposal (Annex 2)<br>☒ Form for Submission of Financial Proposal (Annex 3)<br>☒ Detailed TOR<br>☒ Others[5] (General Terms and Conditions) |
| Contact Person for Inquiries (Written inquiries only)[6] | *Sereyvattaana Chan*<br>*Procurement Analyst*<br>*Sereyvattana.chan@undp.org; and cc: procuremet.kh@undp.org*<br>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Other Information: Required Documents for Submission | ☒ **Technical Proposal:** Form for Submitting Service Provider's Technical Proposal is duly completed and signed as per **Annex-2**<br>*(the form would allow bidders to confirm its conformity with the requirements defined in the Request for Proposal and all its attachments, as well as the provision of UNDP General Contract Terms and Conditions required under this process) and complete the information and supporting document for Qualification of Service Provider, Proposed Methodology for Completion of Service, and Qualification of Key Personnel.*<br><br>☒ **Financial Proposal**: Form for Submitting Service Provider's Financial Proposal is duly completed and signed<br><br>**Technical and Financial Proposals are submitted in separate sealed envelopes.**<br><br>No. of copies of Proposal that must be submitted:<br>Original : 1<br>Copies : 1<br>1 CD ROM or USB drive containing of technical proposal should be submitted along with the technical proposal envelop |

[4] *Where the information is available in the web, a URL for the information may simply be provided.*
[5] *A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.*
[6] *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

**Annex 2**

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL[7]

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[8])***

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[insert: *Location*].
[insert: *Date*]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated **9/7/2018** , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

[Name of the Organization submitting Proposal].....
[Signature Authorized Person and Stamp] .....
[Name of Authorized Person].....
[Title of Authorized Person].....

[Date].....

[7] *This serves as a guide to the Service Provider in preparing the Proposal.*
[8] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

## A. Qualifications of the Service Provider

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

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

## B. Proposed Methodology for the Completion of Services

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

## C. Qualifications of Key Personnel

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

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

**Annex 3**

## FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL[9]

**(This Form must be submitted using the Service Provider's Official Letterhead[10])**

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[insert: Location].
[insert: Date]

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

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

**Cost Breakdown per Deliverable***

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

**This shall be the basis of the payment tranches*

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

| **Description of Activity** | **Remuneration per Unit of Time** | **Total Period of Engagement** | **No. of Personnel** | **Total Rate** |
|---|---|---|---|---|
| **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 | | | | |

[9] *This serves as a template to the Service Provider in submitting the Financial Proposal.*
[10] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

| | | | | |
|---|---|---|---|---|
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |
| 6. Others | | | | |
| **III. Other Related Costs** | | | | |

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

**TERMS OF REFERENCE**
**Professional Service**

## *Project Information*

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|---|---|
| **Assignment Title:** | Communication Firm/Organization for Production of Public Behavioral Change Materials and Capacity Building for Gender Equality |
| **UNDP Practice Area:** | Gender Equality |
| **Cluster/Project:** | Project to Support the Leading the Way for Gender Equality Program (PSLWGEP) |
| **Assignment Location:** | Phnom Penh, Cambodia, with possible travel to several locations in Cambodian provinces |
| **Assignment Duration:** | 65 days, from 14th September to 20th December 2018 |

## *Background and Project Description*

The 'Leading the Way for Gender Equality' (LWGE) program is a innovative 4-year program (2017-2020) of the Ministry of Women's Affairs of Cambodia (MoWA) whose overall objective is "Enabled environment for gender equality, women's empowerment and feminist leaderships in Cambodia through enhanced capacities of the Gender Machinery." The LWGE program is supported by the Swedish International Development Agency (Sida), the United Nations Development Programme (UNDP) and Oxfam.

The program is focused on three components: 1) More effective institutionalization of gender policies across government, and more effective performance of Gender Machinery to lead gender equality mainstreaming with inclusion of disadvantaged groups of women and girls; 2) Promotion of behavioural change in favour of gender equality among the public and young Cambodians; and 3) Increase number of and capacities of women in decision-making positions and strengthen feminist leaderships.

As part of above 'component 2', MoWA aims to increase its public visibility and improve public behavioural change efforts for gender equality through external communications campaigns in social media. Two social media campaigns using multi-media products are to be developed and widely disseminated under the LWGE program's framework, focused on promoting 1) participation of women in leadership and decision making in all sectors; and 2) involvement of men and boys in gender equality. At the same time, the Cambodian youth comprise a strategic target group of the LWGE program and its public outreach initiatives.

In addition, MoWA is currently developing a new edition of the Cambodia Gender Assessment (CGA), a key report undertaken periodically (previously in 2004, 2008 and 2014) to inform on the status of women in Cambodia and provide a comprehensive overview of gender in all sectors. The CGA will be focused on 7 CGA thematic areas: 1) Women in public service and leadership; 2) Gender in education and public behavioral change; 3) Gender and economy; 4) Gender and health; 5) Legal protection and violence against women and girls; 6) Disadvantaged groups of women and girls; and 7) Gender and environment.
The proposed Communication Professional Service Firm is for developing a set of public communications materials to enhance external communications of MoWA under the framework of the 2019 International Women's Day campaign (8th March campaign). These materials are to support dissemination of CGA and public outreach focused on the issue of promoting gender equality and women's participation and leadership at all levels, spheres (public and private) and sectors. Communication materials are to be disseminated publicly through social media and -mostly- aimed at young audiences. The Communication Professional Service Firm will also provide ongoing capacity building to MoWA during the development/production process of materials, so it will work in close collaboration along the whole process with a MoWA team formed by selected staff from the LWGE program and MoWA Information Department.

## *Objective of the Assignment*

The purpose of the assignment is two-fold:

1) To develop a set of communication materials for MoWA.
2) To build capacity of MoWA team -comprised by selected MoWA staff from LWGE program and the MoWA Information Department- for the design, production and dissemination of communication materials.

This work will be critical in expanding visibility of MoWA, promoting public awareness in favour of gender equality and support future CGA dissemination. MoWA intends to disseminate widely the video materials during the 2019 International Women's Day Campaign (8th March) -although also during other occasions as appropriate-.

## *Scope of Work*

In close collaboration with staff from LWGE program and MoWA Information Department, and in cooperation with relevant partners, the Communication Professional Service Firm will develop a package of high-quality communication materials. Specific focus/details of each communication materials will be discussed by service provider and MoWA upon recruitment of service provider and agreed by MoWA before submission of service provider's inception report. The set of communications materials consists of:

1) One music video to promote women's empowerment, women's participation in public affairs and women's decision making across sectors and spheres (public and private). Video is meant to be dynamic, engaging and result appealing for citizens. It will feature selected female citizens, with the possibility of including pop singer(s). Duration of video will be 3-4 minutes and include subtitles in a karaoke-type format.
2) 3 mini-drama videos that will feature urban and rural locales and capture different relevant issues around gender equality such as women's participation in decision making and men involvement in gender equality. . Duration of each video will be around 2-3 minutes. One video-teaser will also be produced to facilitate social media dissemination (with a link to the full version of video).
3) One docu-video with high-quality cinematographic footages to make a public call to promote gender equality and women's empowerment. Video will highlight the leading role of MoWA and national gender policies (i.e. CGA, National Gender Policy and Neary Rattanak) to promote gender equality from/across Government. Video is to include some data or facts about women's status in Cambodia as well as some quotes from selected spokespersons (i.e. MoWA and RGC senior officials, UN representatives, etc.). Video's duration will be around 2 minutes. This video is intended to target both the public and decision makers from the Royal Government of Cambodia, UN, development partners and CSOs. One video-teaser will also be produced to facilitate social media dissemination (with a link to the full version of video).
4) 84 high-quality professional pictures to illustrate the new CGA (estimating around 12 pics for each of the 7 CGA thematic sectors). These pictures will also be used by MoWA in further public communications and channels (i.e. MoWA's website, Facebook page, newsletters, reports, etc.). Pictures are to reflect dynamic and empowering depictions of Cambodian females (some of the pics must display men performing gender-equitable behaviors), with a reduced number of pics consisting of people's portraits.

Another major output of this assignment is the capacity building to selected staffs from MoWA and LWGE program to allow them to gain knowledge and practical skills in the design, production, edition and dissemination of communication materials. The training should be very hands-on and participatory. It should be based on a training needs assessment undertaken earlier by service provider and apply multiple methods which combine both theory and practice. Besides the training, the service provider is to provide ongoing advice to MoWA communications officers who will be assigned to accompanying service provider throughout the pre, during and post-production process and edition stages. The service provider will perform the followings tasks:

- Conduct a training needs assessment to identify capacity gaps of assigned MoWA staffs in producing above communication materials.
- Develop a brief training session plan based on the findings from the training needs assessment with using diverse participatory methodologies including in-classroom training, demonstration, practicing and mentoring during the production phase. The synergies between the training and the ongoing capacity development to MoWA staffs during assignment should be reflected in this plan.
- Provide at least one training session to MoWA assigned team ideally at the beginning of assignment so that MoWA staff can learn key concepts and knowledge about development of communications materials and the processes required (i.e. design, production, post-production, edition and dissemination).
- Provide a brief summary report (max. 5 pages) on the trainings and capacity development provided to MoWA team during the term of assignment, which also includes recommendations. This report is to be used by LWGE management team and MoWA staff to reflect on the skills gained by MoWA staff and to identify capacity gaps and further capacity development measures in the field of communications to be undertaken by the LWGE program.

***Methodology:***

- The production of video materials (1 music video, 3 mini-drama videos and 1 docu-video) must be guided by scripts that will describe the narration and flow of topics and action, people to be interviewed or featured, and accompanying footages and sounds. The scripts will be developed by service provider and discussed and agreed with MoWA and LWGE program's team.
- Creative combinations of footages, visual effects, image formats, music, voices and sounds are highly appreciated for all video materials, as appropriate.
- The music video will have two versions:
    - One version in original Khmer language with Khmer karaoke-type subtitles.
    - One version in original Khmer language with English karaoke-type subtitles.
- The 3 mini-drama videos will be in original Khmer language and with both Khmer and English subtitles. The 3-mini-drama videos will be provided both in individual files and in one file with all videos consecutively.
- The docu-video will have two versions:
    - One version in original Khmer voiceover with Khmer subtitles.
    - One version in original Khmer voiceover with subtitles in English language.
- Two video teasers (one for the 3-mini drama videos and one for the docu-video) will also be produced to enable social media dissemination.
- B-roll and no-script versions of all videos will also be provided to MoWA.

- List of contents of the 84 pictures (including issues about each CGA thematic sector and people to be depicted, locations, etc.) will be presented by service provider and discussed with/agreed by MoWA and included in inception report.
- Training needs assessment will be undertaken through individual/group interviews and/or written survey with assigned MoWA staffs.
- Training session to MoWA assigned staffs is to use participatory techniques. Capacity building from service provider to MoWA will also be provided along all stages of assignment process, which will require openness, willingness and close interaction of service provider with MoWA staff to facilitate that MoWA staff learns technical details and practical tips given on-the-job during assignment.
- Service provider must be willing to provide some technical assistance that might be needed by MoWA for dissemination of materials beyond end-of-contract (i.e. during 8th March campaign 2019).
- Written consent of persons who are filmed and/or photographed will be required and provided by service provider along with all the materials.
- 20 copies of DVDs containing all versions of video materials (one music video, 3 mini-drama videos and one docu-video), 4 DVD copies with all b-roll of videos and no-script videos, and 12 CD Rooms or USBs with 84 pictures, are to be submitted at the end of the contract.
- Reference/logos of MoWA, Sida/Swedish Embassy and UNDP will be included in credits of all video materials produced.
- All rights reserved. MoWA will be the copyright holder of video materials, b-roll and pictures produced, although further uses by other partners may be authorized after consultation and agreement by MoWA.
- Videos produced and approved by MoWA are intended to target public audiences in Cambodia and be widely disseminated, so any citizen or institution/organization will be encouraged to disseminate these video materials through their personal or corporate communication and social media channels.

### *Expected Outputs and Deliverables*

All the final Outputs and Deliverables of assignments developed by service provider (namely the detailed work plan, 84 pictures, 1 music-video, 3 mini-drama videos and 1 docu-video) will be produced in accordance to inputs provided by MoWA and LWGE program's team during the production/development process of materials, and will reflect inputs given by MoWA and LWGE program to the draft materials presented at earlier stages.

| No | Deliverables/Outputs | Estimated Duration of Works | Target Due Dates | Review & Approvals Required |
|---|---|---|---|---|
| 1 | **Output 1**:<br>• Detailed work plan of assignment which includes shooting plan, draft scripts and capacity development plan<br>• Training Needs Assessment | 8 days | 26th Sept 2018 | LWGE program's coordinator and UNDP Cambodia's Head of Programs |

| | | | | |
|---|---|---|---|---|
| | with assigned MoWA team | | | |
| 2 | **Output 2:** One training session to MoWA about essentials of communication materials production and processes | 2 days | 6th Oct 2018 | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| 3 | **Output 3**: Final 84 high-quality pictures about CGA thematic sectors presented in 12 CD Rooms or USBs | 10 days | 6th Nov 2018 | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| 4 | **Output 4**: Final music-video with subtitles (2 versions: one with Khmer subtitles and another one with English subtitles) presented in 20 DVDs. Four additional DVDs will be provided with b-roll and a copy of no-script video. | 15 days | 25th Nov 2018 | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| 5 | **Output 5:** Final 3 mini-drama videos in two versions (with Khmer and English subtitles) and 1 video-teaser for social media. Mini-dramas presented all consecutively and also individually/separately. All files presented in 20 DVDs. Four additional DVDs will be provided with b-roll and a copy of no-script videos. | 14 days | 17th Dec 2018 | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| 6 | **Output 6:** Final docu-video in two versions (with Khmer and English subtitles) and 1 video-teaser presented in 20 DVDs. Four additional DVDs will be provided with b-roll and a copy of no-script video. | 14 days | 17th Dec 2018 | LWGE program's coordinator and UNDP Cambodia's Head of Programs |
| 7 | **Output 7:** A brief summary report (max. 5 pages) of the communication training and capacity development provided to MoWA team. | 2 days | 20th Dec 2018 | |

## *Institutional Arrangement*

- The service provider will work in close cooperation with an *ad hoc* MoWA team established for the assignment -formed by MoWA staff from the Information Dpt. and the LWGE program- as well as with the LWGE program's international gender specialist.
- The service provider will report to the MoWA and LWGE program's team on a weekly basis as described in the detailed work plan of assignment. The draft materials produced will have to be agreed and validated by MoWA before proceeding to final cut stage, and adjustments will be incorporated by service provider in materials accordingly.
- Overall supervision will be provided by the LWGE program management team (MoWA). The LWGE program coordinator (MoWA) and the Head of Programmes Unit of UNDP will approve on deliverables (to release the payment) based on confirmation of satisfactory outputs.
- LWGE program will facilitate connections between service provider and relevant stakeholders as appropriate.

- Transport costs and arrangements for footages and field work will be covered by service provider. The number of days in the provinces are estimated and will depend on the shooting plan, weather conditions, and specific needs.

### *Duration of the Work and Duty Station*

- 65 days, from 14th Sept to 20th Dec 2018
- Must complete by December 2018.
- Duty station is Phnom Penh (Cambodia) and will involve frequent interactions with team from MoWA and LWGE program. Travels outside Phnom Penh are expected for footages and photography.

### *Minimum Qualifications of the Successful Contractor at Various Levels*

- Firm/organization must be based in Cambodia and have at least 5 years of practical experience in development of multi-media communications materials and campaigns in the field of development; experience on communication for gender equality issues is a strong asset.
- Firm/organization must have solid experience in production of video/film materials and photography. Samples of works will have to be submitted in application package.
- Professional experience in providing capacity development/trainings on communication and media production.
- Experience working with United Nations' funded programs or similar.
- Experience working with the Royal Government of Cambodia's (RGC), especially across sectors within the line ministries.
- Strong knowledge and understanding of the Cambodian culture and context.

The team mix should include all above skills required.

Staff Qualifications

The multi-disciplinary team should comprise members with the following educational qualifications, experience and competencies:

### *Team Leader*

- A Bachelor's Degree (or above) in Communications, Gender/Women's Studies, Political Science, Sociology or related field;
- Minimum of 3 years of experience managing communication projects and/or development programs in the field of communications internationally or in Cambodia;
- Professional experience in providing trainings on communication and media production Experience working on gender issues;
- Strong organizational and facilitation skills;
- Proven ability to manage third party suppliers;
- Proficient in English (Khmer, a plus).

### *Production Manager*

- A Bachelor's Degree (or above) in Communications, Gender/Women's Studies, Political Science, Sociology or related field;
- At least 5 years of experience in production of audiovisual materials, overseeing all logistics and production needs;
- Strong organizational and facilitation skills;
- Proficient in English and Khmer.

### *Writer/ Producer/ Director*

- A Bachelor's Degree (or above) in Communications, Media Production or related field;
- At least 7 years of experience in development of communications and multi-media campaigns for governments, NGOs and the development sector (with samples of works to be included in the application package);
- Strong experience in oversight of production elements and processes to completion;
- Ability to conceptualize, ideate and develop communication content through diverse formats;
- Experience working on gender issues in Cambodia;
- Proficient in English.

### *Camera/Photographer/Editor*

- A Bachelor's Degree (or above) in Communications, Media Production, Film Production or related field;
- At least 7 years of experience as professional video/film camera person, cinematographer and photographer (with samples of works to be included in application package);
- Strong experience in post-production of videos/films;
- Experience working on gender issues considered a strong asset;
- Proficient in English and Khmer.

## *Scope of Bid Price and Schedule of Payments*

- Contract price is output based, irrespective of time inputs.
- Financial proposal should include professional fees for each team member, cost of developing materials, etc. They should provide their own transport and office space and logistical support. MoWA/LWGE program team will provide meeting room space in MoWA and snacks/food for training session.

| No | Deliverables/Outputs | Target Due Dates | Payment |
|---|---|---|---|
| 1 | Upon satisfactory delivery of output 1 & 2 | 12th Oct 2018 | 20% |
| 2 | Upon satisfactory delivery of outputs 3 & 4 | 30th Nov 2018 | 40% |
| 3 | Upon satisfactory delivery of outputs 5, 6 & 7 | 25th Dec 2018 | 40% |

## *Recommended Presentation of Proposal*

The proposal can be submitted by a firm or jointly by two or more firms, noting that contractual arrangements will be made with one single entity only, so in case of consortium application must indicate who is the lead party for contract. The proposal of applicants should contain the following:

- Approaches to address requirements and to produce expected deliverables described in ToR
- Work plan
- Profile (CVs) of individual team members
- Output-based budget
- Company profile
- Relevant track record of communications materials and campaigns produced in the past by both the company (or companies in case of consortium) and the individual team members –especially recent samples of similar works-.
- Any other useful and relevant information

### *Annexes*

- The Fourth National Strategic Plan for Gender Equality and the Empowerment of Women, 2014-2018, (Neary Rattanak IV), and the Cambodia Gender Assessment 2014 can be downloaded here: http://cort.as/-771c

Empowered lives.
Resilient nations.

# GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

## (FOR CONTRACTS LESS THAN US$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

**2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

**3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

**4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

## 5. ADVANCE PAYMENT:

**5.1** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

**5.2** If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## 6. SUBMISSION OF INVOICES AND REPORTS:

**6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

**6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## 7. TIME AND MANNER OF PAYMENT:

**7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

**7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

**8. RESPONSIBILITY FOR EMPLOYEES:**

**8.1** 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.

**8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) 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; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. 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 above.

**9. 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.

**10. SUBCONTRACTING:** 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.

**11. 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 worker'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.

**12. INSURANCE AND LIABILITY**:

**12.1** 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.

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

**12.3** 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.

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

12.4.1 Name UNDP as additional insured;

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

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

**12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

**13. ENCUMBRANCES AND LIENS**: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**15.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**15.2** 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

**15.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

**15.4** 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 UNDP, shall be made available for use or inspection by 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.

**16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

**17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that is considered proprietary by either Party or 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:

**17.1** The Recipient shall:

17.1.1 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*,

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

**17.2** 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 17, the Recipient may disclose Information to:

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

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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

**17.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**17.5** 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.

**17.6** 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.

## 18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

**18.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

**18.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**18.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

## 19. TERMINATION:

**19.1** 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**19.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**19.3** In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

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

**19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**20. NON-WAIVER OF RIGHTS**: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**22. SETTLEMENT OF DISPUTES**:

**22.1 AMICABLE SETTLEMENT**: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**22.2 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 22.1, 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. 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") and Article 34 ("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.

**23. PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**24. TAX EXEMPTION**:

**24.1** Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

**24.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**25. MODIFICATIONS**: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

**26. AUDITS AND INVESTIGATIONS**:

**26.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of 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. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

**26.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.

**26.3** 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. 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.

**26.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**27. LIMITATION ON ACTIONS**:

**27.1** Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**27.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**28. ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**30. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

**30.1** The UN Supplier Code of Conduct;

**30.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**30.4** UNDP Vendor Sanctions Policy; and

**30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**31. OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**32. CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**33. MINES**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**34. SEXUAL EXPLOITATION:**

**34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**34.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**34.3** 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.

**35. ANTI-TERRORISM**: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that 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 https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.