



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

Dear Sir / Madam:

We kindly request you to submit your Proposal for the **Business Call to Action Case Studies 2014 Series**.

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

Proposals may be submitted on or before **Sunday, April 20, 2014** via email, to the address below:

United Nations Development Programme

Deborah Quintana

Deborah.quintana@undp.org

Your Proposal must be expressed in English, and valid for a minimum period of 60 days.

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

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

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

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

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

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

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

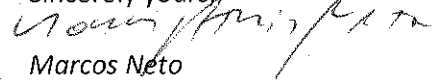
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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,



Marcos Neto
Cluster Leader
4/3/2014

Description of Requirements

<p><i>Project Description</i></p>	<p>Launched in 2008, the <u>Business Call to Action</u> (BCtA) is a global membership platform that encourages private sector companies to develop innovative business models that combine profitability with development impact, in support of the United Nations <u>Millennium Development Goals</u> (MDGs).</p> <p>BCtA members are market leaders and innovators, committed to developing commercially viable business ventures that engage people living at the Base of the Pyramid (BoP) as consumers, producers, suppliers, and distributors of goods and services. In more than 44 countries, business leaders are spearheading efforts to provide the poor with the tools and resources they need to succeed by promoting economic opportunity.</p> <p>BCtA provides a leadership platform for companies to demonstrate their commitment to development and to access global expertise on innovation at the BoP. Members benefit from:</p> <ul style="list-style-type: none"> • Recognition as part of a high-visibility leadership platform, including association with the UN brand and possible international speaking engagements • Access to a global knowledge network on inclusive business models and communities of practice • Partnerships with development agencies, international organizations, and other companies • Validation and dissemination of results, including within the UN Network, from specific BoP business models. <p>BCtA is supported by the <u>United Nations Development Programme</u>, which hosts the BCtA Secretariat in New York; the <u>Australian Department of Foreign Affairs and Trade</u>, the <u>Dutch Ministry of Foreign Affairs</u>, the <u>Swedish International Development Cooperation Agency</u>, <u>UK Department for International Development</u>, <u>US Agency for International Development</u>, the <u>United Nations Global Compact</u>, and the <u>Clinton Global Initiative</u> to meet the anti-poverty <u>Millennium Development Goals</u> by 2015.</p> <p>BCtA's goal to create and disseminate robust inclusive evidence base includes producing case studies on what implementing these innovative business approaches actually means in practice. BCtA case studies 2014 series seeks to increase the depth of analysis by providing qualitative as well as quantitative data on the business benefit of inclusive business models as well as their social and environmental impact. The case studies must be concise, engaging, readable and equally appealing to practitioner and non-practitioner audiences.</p>
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Brief Description of the Required Services ¹	To produce the 2014 series of 15 case studies, BCtA is looking for a reputable research or knowledge institution. The case studies will follow the case study outline (see below). The writer/s will be responsible for researching, writing, fact checking, copy-editing and incorporating feedback from the BCtA and the company the case is being written for. Each case study should be no longer than 4 pages (1,800 words) long. All case studies should be produced on or before July 10, 2014 (please refer to the schedule of deliverables below).
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Produce case studies for the selected BCtA company initiatives based on the agreed overall framework and criteria. • The case study research will be a combination of primary research (entirely new case studies) and secondary research (analyzing existing cases and other available literature). • Research will involve desk research, internet research, at least one phone interview and email communication with the company representative. • The researchers will stay throughout the process in close contact with the BCtA. A final draft of the case will be reviewed, and comments provided by the BCtA.
Person to Supervise the Work/Performance of the Service Provider	<i>Team Lead (Impact Measurement, Knowledge, Capacity Building), Business Call to Action</i>
Frequency of Reporting	<i>Weekly reporting</i>
Progress Reporting Requirements	3 2 monthly progress reports and a final report.
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	4 months upon signature of contract
Target start date	1 May 2014
Latest completion date	29 Aug 2014
Travels Expected	N/A
Special Security Requirements	N/A <input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A <input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae	<input checked="" type="checkbox"/> Required

of individuals who will be involved in completing the services	<input type="checkbox"/> Not Required																								
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency																								
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>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.</p>																								
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted																								
Payment Terms	<p>Payments for work completed shall be made on a lump sum basis based on deliverables submitted and deemed satisfactory by the BCtA (please refer to the table above).</p> <p>The consultancy fee will be paid as Lump Sum Amount (all inclusive of expenses related to the consultancy and tax obligations).</p> <table border="1"> <thead> <tr> <th>Activity</th><th>Deliverable</th><th>Date*</th><th>Payment</th></tr> </thead> <tbody> <tr> <td>Workplan for the project (initial information about the company's initiative will be provided by BCtA)</td><td>Detailed workplan with timelines and specific steps to be undertaken</td><td>May 5</td><td>20%</td></tr> <tr> <td>15 interview questionnaires (each transcript of interview must be approved by BCtA)</td><td>Customized questionnaire based on the company's BCtA initiative</td><td>May 10</td><td>N/A</td></tr> <tr> <td>Interviews with companies (communication with the company will be facilitated by BCtA)</td><td>Phone interviews with companies completed</td><td>May 27</td><td></td></tr> <tr> <td>Research and production</td><td>1st Draft of Case Studies</td><td>June 5</td><td>30%</td></tr> <tr> <td>Incorporation of feedback from all stakeholders and finalization</td><td>2nd Draft of Case Studies</td><td>June 19</td><td>N/A</td></tr> </tbody> </table>	Activity	Deliverable	Date*	Payment	Workplan for the project (initial information about the company's initiative will be provided by BCtA)	Detailed workplan with timelines and specific steps to be undertaken	May 5	20%	15 interview questionnaires (each transcript of interview must be approved by BCtA)	Customized questionnaire based on the company's BCtA initiative	May 10	N/A	Interviews with companies (communication with the company will be facilitated by BCtA)	Phone interviews with companies completed	May 27		Research and production	1 st Draft of Case Studies	June 5	30%	Incorporation of feedback from all stakeholders and finalization	2 nd Draft of Case Studies	June 19	N/A
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	Final Draft of Case Studies	Final Draft of Case Studies	July 10	50%
	*Note: Tasks can be completed prior to the delivery date; case studies can be submitted to BCtA on rolling basis on or prior to the date.			
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input type="checkbox"/> 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%) <ul style="list-style-type: none"> • Expertise of the Firm/Institution in issues related to inclusive markets, inclusive business models and private sector development - 50 points • Qualification of Key Personnel - 25 points • Experience in developing similar publications + quality and relevance of writing samples - 25 points Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:			
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ³ [pls. specify]			
Contact Person for Inquiries (Written inquiries only)	Deborah Quintana Finance Associate Deborah.quintana@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.			
Other Information [pls. specify]				

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or

the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference (TORs)

II. Background & Objectives

Background:

Launched in 2008, the Business Call to Action (BCtA) is a global membership platform that encourages private sector companies to develop innovative business models that combine profitability with development impact, in support of the United Nations Millennium Development Goals (MDGs). BCtA members are market leaders and innovators, committed to developing commercially viable business ventures that engage people living at the Base of the Pyramid (BoP) as consumers, producers, suppliers, and distributors of goods and services. In more than 44 countries, business leaders are spearheading efforts to provide the poor with the tools and resources they need to succeed by promoting economic opportunity.

BCtA provides a leadership platform for companies to demonstrate their commitment to development and to access global expertise on innovation at the BoP. Members benefit from:

- Recognition as part of a high-visibility leadership platform, including association with the UN brand and possible international speaking engagements
- Access to a global knowledge network on inclusive business models and communities of practice
- Partnerships with development agencies, international organizations, and other companies
- Validation and dissemination of results, including within the UN Network, from specific BoP business models.

BCtA is supported by the United Nations Development Programme, which hosts the BCtA Secretariat in New York; the Australian Department of Foreign Affairs and Trade, the Dutch Ministry of Foreign Affairs, the Swedish International Development Cooperation Agency, UK Department for International Development, US Agency for International Development, the United Nations Global Compact, and the Clinton Global Initiative to meet the anti-poverty Millennium Development Goals by 2015.

II. Scope of Work

BCtA's goal to create and disseminate robust inclusive evidence base includes producing case studies on what implementing these innovative business approaches actually means in practice. BCtA case studies 2014 series seeks to increase the depth of analysis by providing qualitative as well as quantitative data on the business benefit of inclusive business models as well as their social and environmental impact. The case studies must be concise, engaging, readable and equally appealing to practitioner and non-practitioner audiences.

To produce the 2014 series of 15 case studies, BCtA is looking for a reputable research or knowledge institution. The case studies will follow the case study outline (see below). The writer/s will be responsible for researching, writing, fact checking, copy-editing and incorporating feedback from the BCtA and the company the case is being written for. Each case study should be no longer than 4 pages (1,800 words) long. All case studies should be produced on or before **July 10, 2014** (please refer to the schedule of deliverables below).

Case Study Outline

Length: The case study should be no longer than four (4) pages (maximum of 1,800 words)

Element	Outline
Title	The name of the company and BCtA initiative: the core achievement of the business model
Guiding quote	A quote from the company that illustrates an important idea of the business model from the perspective of a stakeholder
Initiative Description	Short description of the initiative and its goals
Business Model and How it Works	<ul style="list-style-type: none"> • What is the value proposition of the business? • Who sells what to whom? • What is the financial model? • What objectives shall be achieved through the business (regarding the company, society and the environment)? • How is value created and distributed? • Who are the actors that have shaped the business? (Include all, as well as 2-3 critical actors) • What are the motivations/interests of these actors with regard to the business? (Why would they be interested in the business' success or failure? What do they want to get out of the business? What negative outcomes do they worry about?) • Who are the actors who hinder the success of the business? What is their motivation? What is the effect on the business? • What role do these actors play within the business models? What resources and capabilities do they contribute? • What do they get out of the business? • How does the business manage the relationship with these actors? Is the relationship collaborative or transactional? Are there areas of disagreement and tension? • What did it take to get their support? What are the costs and benefits of coordination and governance? • What lessons has the business learned in coordinating these actors? • Have any of these actors changed over time? If so, how? How will they change, if at all? • How have these constraints been overcome?
Results Achieved (Business Impact and Development Impact)	<ul style="list-style-type: none"> • What is the size of the business (measured, for example, by number of employees, annual revenues, number of customers, market share, number of suppliers or distributors, etc.)? • What are the economic results experienced by the actors involved? (e.g. income growth, wealth creation, tax revenues, etc.) • How is the business projected to grow? Where will it find the necessary capital? Does the model have the ability to scale up and replicate (and thus improve its results)? Has it been or can it be replicated by others? • What are the economic returns for the core enterprise and for other stakeholders? • Does the business measure its own social and environmental impact? If so, how?

	<ul style="list-style-type: none"> • What are the social results of the business? (Which MDGs addressed? E.g. health, education, poverty reduction, access to essential services, access to/control of key assets, empowerment, gender equality etc.) • What are the results of the business for the environment (e.g. reduced carbon emissions, biodiversity protection, sustainable use of natural resources, rehabilitation of degraded ecosystems, etc.)? • What are the trade-offs involved in terms of value creation and distribution? Does generating environmental/social impact come at the expense of generating profit? Who wins and who loses? • How have these trade-offs been negotiated by the actors involved? • What are other indirect impacts that the business had (perhaps unintended), such as impact on public policy, how communities function, international donor involvement etc.?
Achieving Scale and Next Steps and Spin-off Effects	<ul style="list-style-type: none"> • What are the main insights from this case study? • What future opportunities and challenges is the enterprise/initiative likely to face? • How is the initiative expected to develop and scale in the future?
References (Footnotes)	<ul style="list-style-type: none"> • List all information sources used, including: • Publications • Internal documents • Interviews
Miscellaneous	<ul style="list-style-type: none"> • Include graphics and media, such as: • Pictures of the site and stakeholders • Visual graphics of the business model, the actors involved, the results created. • Business development data over time • Maps of the area • Organizational charts

III. Outputs/ Deliverables/ Reporting Requirements

- Participate in a **mandatory** introductory call upon signing the agreement to discuss and finalize:
 - the overall conceptual framework for the case studies
 - the workplan and process for the case studies
 - the structure and format for the case studies
- At least one phone interview per company is required in order to collect the necessary primary-source details that comprise a successful case study.
- Interview a variety of stakeholders from the business itself to customers, community members, and partners, if possible.
- The case writer/s will interact throughout the case development process with the BCtA's knowledge team. Selected reviewers will review the writer's preliminary and final drafts of the case, and the writer is expected to remain engaged and responsive to feedback and comments during this iterative process.
- At least two senior researchers/writers should be assigned to the project.

Activity	Deliverable	Date*	Payment
Workplan for the project	Detailed workplan with timelines and specific	May 5	20%

<i>(initial information about the company's initiative will be provided by BCtA)</i>	steps to be undertaken		
15 interview questionnaires <i>(each transcript of interview must be approved by BCtA)</i>	Customized questionnaire based on the company's BCtA initiative	May 10	N/A
Interviews with companies <i>(communication with the company will be facilitated by BCtA)</i>	Phone interviews with companies completed	May 27	
Research and production	1 st Draft of Case Studies	June 5	30%
Incorporation of feedback from all stakeholders and finalization	2 nd Draft of Case Studies	June 19	N/A
Final Draft of Case Studies	Final Draft of Case Studies	July 10	50%

**Note: Tasks can be completed prior to the delivery date; case studies can be submitted to BCtA on rolling basis on or prior to the date.*

- Produce case studies for the selected BCtA company initiatives based on the agreed overall framework and criteria.
- The case study research will be a combination of primary research (entirely new case studies) and secondary research (analyzing existing cases and other available literature).
- Research will involve desk research, internet research, at least one phone interview and email communication with the company representative.
- The researchers will stay throughout the process in close contact with the BCtA. A final draft of the case will be reviewed, and comments provided by the BCtA.

Schedule of Payments

Payments for work completed shall be made on a lump sum basis based on deliverables submitted and deemed satisfactory by the BCtA (please refer to the table above).

The consultancy fee will be paid as Lump Sum Amount (all inclusive of expenses related to the consultancy and tax obligations).

IV. Competencies & Qualification

Qualifications required

- The institution should deep and extensive knowledge of the inclusive business (i.e. specific sectors,

role of private sector in developing goods and services for the poor) and development context of the respective countries and regions

- Profile of assigned staff to be: professor, lecturer, researcher, and/or affiliate at a business school, university, think tank, or similar (at least two senior researchers/writers should be assigned to the project)
- Working experience in development cooperation is a strong asset
- In-depth knowledge and experience on how business can contribute to development through core business practices
- Hands-on experience in writing case studies for publication
- Track record of research experience and external publications to institution's and researchers/writers' name
- Outstanding communications skills, verbal and written in English
- Knowledge of Spanish/Portuguese/French or other UN languages is desirable.

Corporate competencies

- Commitment to UNDP's mission, vision and values.
- Sensitivity to cultural, gender, religion, race, nationality and age differences.

Application Requirements:

All interested institutions should submit the following documents/information to demonstrate their qualifications. Incomplete submission can be a ground for disqualification.

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

1. Brief proposal explaining why the institution is the most suitable and qualified for the project
2. CVs demonstrating qualifications of the writers and staff assigned to the project
3. Three writing samples demonstrating experience in developing similar publications
4. Cost Breakdown per Deliverable

Evaluation:

A cumulative analysis will be used. This method combines technical and financial proposals giving a weight of 70% to the acceptable technical proposals and 30% to the financial offer. Financial proposals will only be considered for candidates who meet the minimum 70% of the technical part.

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel.

When using this weighted scoring method, the award of the contract should be made to the institution/organization whose offer has been evaluated and determined as:

- responsive/compliant/acceptable, and

- having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

* Technical Criteria weight: 70%

* Financial Criteria weight: 30%

Only bidders obtaining a minimum of 14 points would be considered for the financial evaluation. Incomplete submissions will be disqualified from the process.

Criteria	Weight
Technical	70%
<ul style="list-style-type: none"> • Expertise of the Firm/Institution in issues related to inclusive markets, inclusive business models and private sector development 	50 points
<ul style="list-style-type: none"> • Qualification of Key Personnel 	25 points
<ul style="list-style-type: none"> • Experience in developing similar publications + quality and relevance of writing samples 	25 points
Financial To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.	30%

Please go the following link for the General Conditions of Individual Contracts:

<http://www.undp.org/procurement/operate.shtml# Conditions of Contract>

Other

Notwithstanding clause 2c relating to copyright, while copyright and all other intellectual property rights in the case studies produced for UNDP under this Special Service Agreement vest in UNDP, UNDP hereby grants permission to the Case Study Writer to carry out further research and writing on this case study for academic and scholarly purposes, provided however that in connection with any such further research and writing: (i) UNDP is provided a copy free of charge of such further research and writing with an opportunity to provide comments before publications; (ii) an appropriate credit is given to UNDP indicating that the work is based on an earlier case study for the Business Call to Action; and (iii) the Writer shall not publish any such further research prior to the official publication of the case studies by UNDP. Thus, the Writer agrees to seek UNDP permission before publication of any related research to ensure timing of Writer's publication is subsequent publication by UNDP.