



*Empowered lives.
Resilient nations.*

ETHIOPIA

REQUEST FOR PROPOSALS (RFP)

BID DOCUMENT

**National Consultancy Firm for Production, Airing and
Monitoring of Broadcast Advertisements and Programming
UNDP Entrepreneurship Award Programme**

Procurement Reference No.: ETH/RFP/2014/21

Published (Posted on): **October 27, 2014**

Submission Deadline: **November 16, 2014 by CoB i.e., @ 5:30
PM in the evening (UTC+03:00) Addis
Ababa/Nairobi Time Zone**

**United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia**



Empowered lives.
Resilient nations.

ETHIOPIA

LETTER OF INVITATION

Date: **October 27, 2014**

Procurement Ref. No.: **RFP/2014/21**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **National Consultancy Firm for Production, Airing and Monitoring of Broadcast Advertisements and Programming UNDP Entrepreneurship Award Programme.**

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

Proposals may be submitted on or before **November 17, 2014** and via email, courier mail or fax to the address below:

Attn: Ms. Meseret Yehuala
Procurement Unit
United Nations Development Programme (UNDP)
ECA Compound Old Bld. 6th floor
P.O. Box: 5580
Addis Ababa, Ethiopia

OR

Via our **secured** mail address: procurement.et@undp.org

E-mail address dedicated for this purpose: info.procurementet@undp.org

Your Proposal must be expressed in **English** 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 (VFM) 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 (PO) 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 V.

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,

[Janvier Wussin](#)
[Deputy Country Director \(Operations\)](#)
United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia



Empowered lives.
Resilient nations.

ETHIOPIA

DESCRIPTION OF REQUIREMENTS

No.	Data	Specific Instructions / Requirements
1	Context of the Requirement	<input checked="" type="checkbox"/> National Consultancy Firm for Production, Airing and Monitoring of Broadcast Advertisements and Programming UNDP Entrepreneurship Award Programme
2	Implementing Partner of UNDP	<input checked="" type="checkbox"/> N/A
3	Brief Description of the Required Services	<input checked="" type="checkbox"/> National Consultancy Firm for Production, Airing and Monitoring of Broadcast Advertisements and Programming UNDP Entrepreneurship Award Programme
4	List and Description of Expected Outputs to be Delivered	<input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I)
5	Person to Supervise the Work/Performance of the Service Provider	<input checked="" type="checkbox"/> EGPR-EDC Project Manager
6	Frequency of Reporting	<input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I)
7	Progress Reporting Requirements	<input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I)
8	Location of work	<input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I) <input type="checkbox"/> At Contractor's Location
9	Expected duration of work	<input checked="" type="checkbox"/> 4 months
10	Target start date	<input checked="" type="checkbox"/> As soon as Contract is Issued
11	Latest completion date	<input checked="" type="checkbox"/> AS per the TOR
12	Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. After which UNDP may terminate the contract.
13	Travels Expected	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I)
14	Special Security Requirements	<input checked="" type="checkbox"/> 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 [pls. specify]
15	Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I) <input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others [pls. specify]

16	Implementation Schedule indicating breakdown and timing of activities/sub-activities.	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
17	Names and Curriculum Vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
18	Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency <input type="checkbox"/> Reference date for determining UN Operational Exchange Rate: On the last day of submission of Proposals
19	Value Added Tax on Price Proposal	<input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
20	Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days <input checked="" type="checkbox"/> 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.
21	Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]
22	Payment Terms ¹	<input checked="" type="checkbox"/> Defined in the ToR (Please Refer to Annex I) <input checked="" type="checkbox"/> 100% upon completion of the designated service and within thirty (30) days from the date of meeting the following conditions: <ul style="list-style-type: none"> a. UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b. Receipt of original invoice from the Service Provider.
23	Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<input checked="" type="checkbox"/> Project Manager/Team Leader
24	Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract [pls. specify]
25	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 checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be

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.

		deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
26	Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <p><input checked="" type="checkbox"/> Expertise of the Firm 30%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%</p> <p>Please Refer to Annex IV – Summary of Technical Points</p> <p>Financial Proposal (30%)</p> <p><input type="checkbox"/> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
27	UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: [clarify fully how and why this will be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</p>
28	Annexes to this RFP	<p><input checked="" type="checkbox"/> Detailed TOR (Annex I)</p> <p><input checked="" type="checkbox"/> Technical Proposal Template (Annex II)</p> <p><input checked="" type="checkbox"/> Financial Proposal Template (Annex III)</p> <p><input checked="" type="checkbox"/> Summary of Technical Points (Annex IV)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex V)</p> <p><input type="checkbox"/> Others [specify]</p>
29	Contact Person for Inquiries (Written inquiries only) ²	<p><input checked="" type="checkbox"/> Focal Person in UNDP: Ms. Meseret Yehuala</p> <p><input checked="" type="checkbox"/> Unit: Procurement Unit</p> <p><input checked="" type="checkbox"/> Address: United Nations Development Programme (UNDP) ECA Compound Old Bld. 6th Floor Addis Ababa, Ethiopia</p> <p><input checked="" type="checkbox"/> Facsimile: +251 11 5514599 / +251 11 5515147</p> <p><input checked="" type="checkbox"/> P.O. Box: 5580</p> <p><input checked="" type="checkbox"/> E-mail address dedicated for this purpose: info.procurementet@undp.org</p> <p><input checked="" type="checkbox"/> It is advantageous for a prospect Consulting Firm to express its interest in the captioned RFP Bid Notice ahead at info.procurementet@undp.org so that amendments and/or related Supplemental Information on respective RFP could be directly communicated.</p> <p><input checked="" type="checkbox"/> 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.</p>
30	Deadline of Submission	<p><input checked="" type="checkbox"/> Date and Time: November 17, 2014 by CoB @ 10:00 AM in the Morning</p> <p><input checked="" type="checkbox"/> Time Zone: (UTC+03:00) Addis Ababa/Nairobi</p>

² 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.

31	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ³
32	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission : procurement.et@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only and password protected <input checked="" type="checkbox"/> Password for Technical Proposal must not be provided to UNDP until the date and time of Bid Opening as indicated in the following row (Row No. 33 hereunder). Password for Financial Proposal , however, will be requested from those Proposers whose Technical proposals have been found Technically Qualified by the Technical Evaluation Panel . <input checked="" type="checkbox"/> UNDP Ethiopia Office uses Adobe PDF reader version 9 and Microsoft 2007 & Microsoft 2010 <input checked="" type="checkbox"/> Max. File Size per transmission: 8MB . Thus, if the file size is greater than 8MB send them in batches and indicate the batch number to easily trace. <input checked="" type="checkbox"/> No. of copies to be transmitted: only One , do not send the proposals time and again to avoid messes of locating the proposals. UNDP/Procurement Unit will not be liable for failing to locate a right proposal owing to repetitively sending proposals. <input checked="" type="checkbox"/> Mandatory subject of email: your proposals shall be sent in a separate files or envelops as Technical and Financial under the following subject line*** : <ol style="list-style-type: none"> For Technical – RFP/2014/21 - Technical Proposal - [insert Proposing Firm Business Name] For Financial – RFP/2014/21 - Financial Proposal - [insert Proposing Firm Business Name] <input checked="" type="checkbox"/> For failing and/or incorrectly state the above subject line may result in failing to exactly locate your proposals as the Procurement Unit processes several of such type bid process and will not be liable for any consequences thereof <input checked="" type="checkbox"/> Once you submitted your proposals electronically to designated Secured Email and/or using Courier; kindly confirm same (without attaching the proposals for the purpose keeping its integrity) to the Focal Person the submission of the proposals. The Focal Person Address: Attn: Ms. Meseret Yehuala at info.procurementet@undp.org Your confirmation is important in order to ensure all Proposing Firms' proposals are not missed and considered for subsequent Technical Evaluation. *** <input type="checkbox"/> Other conditions: [pls. specify] *** Compulsory

³ If this will be allowed, security features (e.g., *encryption, authentication, digital signatures, etc.*) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

33	Date, time and venue for opening of Proposals	<input checked="" type="checkbox"/> Date and Time: November 18, 2014 @ 10:00 AM in the Morning <input checked="" type="checkbox"/> Time Zone: (UTC+03:00) Addis Ababa/Nairobi <input checked="" type="checkbox"/> Venue: United Nations Development Programme (UNDP) ECA Compound Old Bld. 6 th Floor, North Wing Red Conference Room , Addis Ababa, Ethiopia <input checked="" type="checkbox"/> Bidders attendance is not required. Opening will be done on the presence of approved Technical Evaluation Panel
34	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; and <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on going or previous contracts completed; <input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others
35	Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Upon duly signed Contract Agreement by UNDP and Prospect Service Provider which will score the highest in the combined rating (Technical and Financial proposals) <input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input type="checkbox"/> Note Applicable <input type="checkbox"/> Others [click here to specify]



Empowered lives.
Resilient nations.

TERMS OF REFERENCE (TOR) For the Recruitment of Consultancy Firm

GENERAL INFORMATION

Services/Work Description: National Firm: Production, airing and monitoring of broadcast advertisements & programming
Project/Program Title: Entrepreneurship Development Programme
Duty Station: FM and national
Type of the Contract: National Firm
Expected Duration: 4 months
Expected Start Date: Immediately

I. BACKGROUND / RATIONALE

The United Nations Development Programme (UNDP) country office in Ethiopia is launching the UNDP Entrepreneurship Award. The award is anchored in the Entrepreneurship Development Programme launched in 2013 and seeks to recognize and incentivize budding entrepreneurs in Ethiopia.

II. OBJECTIVES OF THE SERVICE / WORK

UNDP is seeking the services of a media production company:

- To produce, ensure airing and monitor radio and tv spots advertising the UNDP Entrepreneurship Award.
- To produce short one minute video packages on 21 final nominees (top three in the seven award categories) to be screened during the award ceremony.
- To film, package and ensure programme airing of the award night (not live) on EBS.

III. SCOPE OF THE SERVICE / WORK

Description of Responsibilities:

Under the supervision of the UNDP Ethiopia's communication unit, the assigned company will:

- develop radio and tv scripts for approval,
- produce adverts
- negotiate and make payment and secure airtime
- monitor and report back to UNDP on airing of radio and tv adverts
- film and edit short packages on final nominees for screening on award night
- film, edit and produce an engaging programme of the UNDP Ethiopia Award and secure broadcast on EBS

IV. EXPECTED DELIVERABLES

Advertisements

The selected company shall ensure that advertisements (calling for submission by those interested in competing for the award) are produced for both radio and tv and aired on the following channels three times a week

Radio

- Fana – both regional and national frequencies
- Sheger 102.1
- Zami 90.7
- Bisrat 101.1

TV

- EBS
- ETV

The advertisements will be produced and aired as follows:

Advert one

1. The first 45-60 seconds adverts for both radio and TV aired three times a week on identified channels

Advert two

2. An updated advert of 45-60 seconds with fresh information and editing aired on both radio and tv three times a week on identified channels

Advert 3

3. The final adverts of 60 seconds with updated information including announcement of award night produced and aired on both radio and tv three times a week on identified channels

V. Evaluation Requirements

The bidding company must submit the following:

Technical Evaluation

- Company Profile
- Samples of previous adverts aired on for radio, tv
- Samples of previous broadcasted programmes
- CVs of core team to be assigned to this assignments
- Proposed Methodology, Approach and Implementation Plan for this assignment

Financial Evaluation

- The financial evaluation should cover all costs associated with the development, broadcast, monitoring and reporting of all deliverables in this assignment.

All bidding companies are asked to provide samples of their radio and TV adverts with details of where the programmes were aired.

VI. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the Procurement Notice, qualified companies are expected to submit financial proposals as well as samples of both radio and TV adverts produced by the company. Accordingly only those whose sample of work has passed technical evaluation (looking at creativity, clarity of delivered message, broadcast partnerships and channels used) will go through for financial evaluation, which will account for 30% of the total evaluation.

The financial proposal must include a breakdown of all costs associated with production and transmission of the adverts and programmes. Filming of the 21 nominees may include trips outside Addis Ababa and all costs related to this possible travel should be factored into the financial proposal.

VII. LOGISTICAL SUPPORT

All logistical costs, including production costs to be covered by the selected company.

VIII. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, a Service Provider here below is given a proposed Table of Contents. Accordingly; respective Service Provider's Technical Proposal document must have at least the following preferred content and shall follow its respective format/sequencing to be submitted.

TECHNICAL PROPOSAL COVER PAGES

Cover Letter (use the template hereto)
 Statement of Declaration (use the template hereto)
 Statement of Full Disclosure (use the template hereto)

SECTION I. QUALIFICATION OF SERVICE PROVIDER

- 1.1 Brief Description of Proposer as an Entity
- 1.2 Financial Capacity and/or Standing
- 1.3 Track Record and Experiences

SECTION II. APPROACH AND IMPLEMENTATION PLAN

- 2.1 Approach to the Service/Work
- 2.2 Deliverables
- 2.3 Technical Quality Assurance Review Mechanism
- 2.4 Risks and Mitigation Measures
- 2.5 Implementation Timelines (i.e., Work plan)
- 2.6 Any other information pertinent information related to successful implementation

SECTION III. Company experience portfolio**BANK****REFERENCE****ANNEXES**

- Renewed Company Registration Certificate and/or Business License including Articles of Incorporation or equivalent document if Bidder is not a corporation (Annex 1)
- Tax Registration or TIN/VAT Certificate (Annex 2)
- Tax Payment Certificate or Certificate of Tax Exemption by the Internal Revenue Authority (Annex 3)
- Past Two Years Audited Financial Statements (Annex 4)
- Statement of Satisfactory Performance from Top Three Firms in the Past Five Years (Annex 5)
- Other Certificates and Accreditations – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc. (Annex 6 . . .)

XI. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The company shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy or the Government without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UNDP. This assignment will be administrated by the United Nations Development Programme (UNDP), and all relevant UNDP rules, policies and procedures will apply.

PROPOSED STANDARD TECHNICAL PROPOSAL EVALUATION CRITERIA

The proposer will be evaluated as per the **Standard Technical Proposal Evaluation Criteria** shown below

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	20%	200
2	Proposed Methodology, Approach and Implementation Plan	60%	600
3	Management Structure and Key Personnel	20%	200
TOTAL		100%	1000
Technical Proposal Evaluation (FORM I)			
Expertise of the Firm / Organization			Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing		30
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 		100
1.3	Quality assurance procedure, warranty		30
1.4	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes 		40
Total Part 1			200
Technical Proposal Evaluation (FORM II)			
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		100
2.2	Have the important aspects of the task been addressed in sufficient detail?		80
2.3	Is the conceptual framework adopted appropriate for the task?		100
2.4	Is the scope of task well defined and does it correspond to the TOR?		180
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		140
Total Part 2			600
Technical Proposal Evaluation (FORM III)			
Management Structure and Key Personnel			
3.1	Task Manager / Team Leader		
	General Qualification and sustainability for the project		
	- Professional experience in the area of specialization		100
3.2	Team Members		
	General Qualification and suitability for the project		
	- Professional experience in the area of specialization		100
Total Part 3			200

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

Cover Page

National Consultancy Firm for Production, Airing and Monitoring of Broadcast Advertisements and Programming UNDP Entrepreneurship Award Programme

Procurement Reference No.: RFP/2014/21

Technical Proposal

Legal Name of Proposing Organization / Firm: [insert here]
Country of Registration: [insert here]
Year of Registration: [insert here]
Name of Signatory for this Proposal: [insert here]
Designation of the Signatory: [insert here]
Date of Preparation: [insert here]
Email: [insert here]
Business Address: [insert here]
Phone / Fax: [insert here]

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Table of Contents

Page

TECHNICAL PROPOSAL COVER PAGES

- Cover Letter (use the template hereto)
- Statement of Declaration (use the template hereto)
- Statement of Full Disclosure (use the template hereto)
- Statement of Full Disclosure (use the template hereto)

SECTION I. QUALIFICATION OF SERVICE PROVIDER

- 1.1 Brief Description of Proposer as an Entity
- 1.2 Financial Capacity and/or Standing
- 1.3 Track Record and Experiences

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

- 2.1 Approach to the Service/Work
- 2.2 Deliverables
- 2.3 Technical Quality Assurance Review Mechanism
- 2.4 Implementation Timelines (i.e., Work plan)
- 2.5 Any other information pertinent information related to successful implementation

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

- 3.1 Management Structure
- 3.2 Staff Time Allocation
- 3.3 Qualifications of Key Personnel with Written Confirmation of Availability
- 3.4 Summary of Key Personnel Qualifications
 - CV of [Task Manager / Team Leader](#)
 - CV of [Lead Consultant / Senior Consultant](#)
 - CV of [Associate Consultant / Junior Consultant](#)
 - CV of [Support Staff – if any](#)

BANK REFERENCE

ANNEXES

- Renewed Company Registration Certificate and/or Business License including Articles of Incorporation or equivalent document if Bidder is not a corporation (Annex 1)
- Tax Registration or TIN/VAT Certificate (Annex 2)
- Tax Payment Certificate or Certificate of Tax Exemption by the Internal Revenue Authority (Annex 3)
- Past Two Years Audited Financial Statements (Annex 4)
- Statement of Satisfactory Performance from Top Three Firms in the Past Five Years (Annex 5)
- Bank Reference (Annex 6)
- Other Certificates and Accreditations – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc. (Annex 7 . . .)

Documentation Checklist (please refer to the checklist attached hereto)

Cover Letter

To: **Janvier Wussinu**
Deputy Country Director – Operations
United Nations Development Programme
Addis Ababa, Ethiopia

Dear **Mr. Wussinu**;

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Individual Consulting services [\[insert the description of the profession/activity for project/programme/office\]](#) as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

I undertake, if my Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated in the Terms of Reference (ToR).

I agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Individual Consultant Procurement Notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Proposal you may receive.

Full Name: _____

Signature: _____

Date Signed: _____

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Date: [insert the date]

Statement of Declaration

To: **Janvier Wussinu**
Deputy Country Director – Operations
 United Nations Development Programme
 Addis Ababa, Ethiopia

Dear **Mr. Wussinu**;

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

We hereby declare that:

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

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

We agree to abide by this Proposal for a period of **120 days** from the date fixed for opening of Proposals in the RFP Data Sheet, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We remain,

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name of Signatory: _____

Title of Signatory: _____

[Please Mark this Letter with your Corporate Seal]

Note: *All **colored text** is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

Date: [insert the date]

Statement of Full Disclosure

To: **Janvier Wussinu**
Deputy Country Director – Operations
 United Nations Development Programme
 Addis Ababa, Ethiopia

Dear **Mr. Wussinu**;

We hereby declare that we have no conflicts to disclose in accordance with the definition of conflict in this RFP. Specifically, we have not/do not:

- i. Been associated in the present or past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference (ToR) and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
- ii. Been involved in the preparation and/or design of the programme/project related to
- iii. the services requested under this RFP;
- iv. Have owners, officers, directors, controlling shareholders, or key personnel who are related by blood or affinity up to third civil degree to UNDP staff involved in procurement functions and/or the Government of the country receiving services under this RFP;
- v. Submitted more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract.
- vi. Combined functions of consulting and supply of goods, and the advisory services may lead to the procurement of such goods;
- vii. In addition, we are not in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name of Signatory: _____

Title of Signatory: _____

[Please Mark this Letter with your Corporate Seal]

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TECHNICAL PROPOSAL SUBMISSION FORM¹⁰

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹¹)

[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 [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

SECTION I. QUALIFICATION OF 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:

- Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Financial capacity and/or standing; and
- Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

You are kindly advised to use the format below:

No.	Client	Contact Value in USD	Period of activity	Types of activities and/or Operations	Status or Date completed	Reference contact details including email*
1						
2						
3						
4						
5						

**Correct email address(es) is compulsory*

SECTION II. 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;
- Implementation timeline and/or work plan using the proposed methodology/approach
- Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. *You are kindly advised to use the format below:*

¹⁰ This serves as a guide to the Service Provider in preparing the Proposal.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Phase	Potential Risk	Impact	Significance Level (H, M, L)*	Probability of Occurrence (H, M, L)*	Risk Mitigation Measures to be Taken

f. Any other information pertinent to it such as risk and its mitigation measures.

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

The Service Provider must provide:

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.; and
- Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.
- Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. *(Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)*
- Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services.
- Written confirmation from each personnel that they are available for the entire duration of the contract.

You are kindly advised to use the format below:

Name:	
Position for this Contract:	
Nationality:	
Contact Information:	
Specialization (field of study):	
Years of relevant Work Experience:	
Countries of Work Experience:	
Language Skills:	
Educational and other Qualifications:	
Summary of Experience:	<i>Highlight experience in the region and on similar projects.</i>
Relevant Experience (From most recent):	

Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

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

Signature of the Nominated Team Leader/Member*: _____

Date Signed: _____

** It should be signed by the proposed consultant whose CV to be attached in the Technical Proposal*

Note: All *colored text* is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

- f. The Proposing Firm shall provide the summary of the key personnel who will be engaged in terms of their respective role, specialization, nationality and years of experience as per the following template

No.	Name of the Consultant	Position in the Consultancy Team	Specialization	Nationality	Professional Experience (in years)
1					
2					
3					
4					
5					

BANK REFERENCE DETAILS

In case of winning the designated RFP contract, the Proposing Service Provider hereby authorizes UNDP Ethiopia Country Office to effect all payments to the following Bank account details:

Name of the Bank:	[insert here]
Branch Name:	[insert here]
Bank Address:	City: [insert here] State/Province: [insert here] Country: [insert here] Postal Code: [insert here]
Bank ID Qualifier:	[insert here]
Bank ID/Fed Wire / ABA No. (bank account located in USA)	[insert here]
SWIFT Code:	[insert here]
IBAN (if any)	[insert here]
Bank Account Number:	[insert here]
Account Type:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Note: Double click on the respective *Check Box* and click *checked* in the dialogue box of your choice.

Documentation Checklist

SN	Documentation Requirement	Yes	No	If "No" Reason
1	Renewed Business License and/or Company Registration Certificate with Articles of Incorporation or equivalent document if Bidder is not a corporation	<input type="checkbox"/>	<input type="checkbox"/>	
2	Tax Registration or TIN/VAT Certificate – for business firms	<input type="checkbox"/>	<input type="checkbox"/>	
3	Tax Payment Certificate or Certificate of Tax Exemption by the Internal Revenue Authority – for business firms	<input type="checkbox"/>	<input type="checkbox"/>	
4	The Service Provider has the minimum years of experience in the area indicated in the ToR	<input type="checkbox"/>	<input type="checkbox"/>	
5	Past Two Years Audited Financial Statements – for business firms	<input type="checkbox"/>	<input type="checkbox"/>	
6	Statement of Satisfactory Performance from Top Three Firms/organizations in the Past Five Years	<input type="checkbox"/>	<input type="checkbox"/>	
7	Completed Detailed Bank Reference	<input type="checkbox"/>	<input type="checkbox"/>	
8	Duly Signed CV of Task Manager / Team Leader	<input type="checkbox"/>	<input type="checkbox"/>	
9	Duly Signed CV of Lead Consultant / Senior Consultant	<input type="checkbox"/>	<input type="checkbox"/>	
10	Duly Signed CV of Projects staff / Team members	<input type="checkbox"/>	<input type="checkbox"/>	
11	Acceptance of Request for Proposal (RFP) General Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>	
12	Other Certificates and Accreditation – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc.	<input type="checkbox"/>	<input type="checkbox"/>	

Note: Double click on the respective **Check Box** and click **checked** in the dialogue box of your choice.

All other information and documentations that we have not provided automatically implies our fully compliance with the requirements, terms and conditions of the ITB.

Full Name: _____

Designation: _____

Signature: _____

Date Signed: _____

Company Seal: _____

ANNEX III

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹²)

Cover Page

National Consultancy Firm for Production, Airing and Monitoring of Broadcast Advertisements and Programming UNDP Entrepreneurship Award Programme

Procurement Reference No.: RFP/2014/21

Financial Proposal

Name of Proposing [insert here]

Organization / Firm:

Country of Registration: [insert here]

Name of Signatory for [insert here]

this Proposal:

Date of Preparation: [insert here]

Email: [insert here]

Address: [insert here]

Phone / Fax: [insert here]

¹² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Cover Letter

To: Janvier Wussinu
Deputy Country Director – Operations
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu;

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Individual Consulting services [insert the description of the profession/activity for project/programme/office] for the lump sum amount of [insert the lump sum amount in figures and words including the currency] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

I undertake, if my Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated in the Terms of Reference (ToR).

I agree to abide by this Proposal for a period of **120 days** from the date fixed for opening of Proposals in the Individual Consultant Procurement Notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Proposal you may receive.

Full Name: _____

Signature: _____

Date Signed: _____

Corporate Seal: _____

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

FINANCIAL PROPOSAL FORM¹⁴

Directions:

- The financial proposal shall specify a **total lump sum amount** [including professional fees, travel, per diems, and other relevant expenses and/or costs to offer the specified consultancy service] which **UNDP Ethiopia Country Office will be obligated to pay to Prospect Service Provider upon Contract Award and successful completion of the consultancy assignment.**
- **Do not include** any conditional statement(s) about your financial lump sum amount to be quoted for each LOT.
- For **VAT registered Ethiopian Firm**, its financial proposal must be VAT inclusive. If it is not separately indicated, UNDP Ethiopia will consider its lump sum financial quote **includes VAT**.
- The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
- In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.
- The format shown below is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
- In case of physical submission, the Proposer is required to prepare the Financial Proposal in an **envelope separate** from the rest of the Technical Proposal. In case of **electronic submission**, the Technical and Financial proposals shall be submitted in **two separate email**.
- **Do not forget to indicate the Procurement Reference no. as the Subject Line as indicated in the Instruction to Proposers.**
- You must send your proposal separately through our **secured email** procurement.et@undp.org in a **PDF FORMAT**

I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate in USD (<i>Lump Sum, All Inclusive</i>)
Personnel costs				
Professional Fees for:				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices <i>[if any]</i>				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas <i>[if any]</i>				
a. Expertise 1				
b. Expertise 2				
Others <i>[pls. specify]</i>				
Out of Pocket Expenses				

¹⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

1. Reproduction				
2. Equipment Lease [if you find it applicable]				
3. Others [pls. specify]				
Travel Expenses to Join duty station				
Round Trip Airfares to and from duty station [if you find it applicable]				
Living Allowance [if you find it applicable]				
Travel Insurance [if you find it applicable]				
Terminal Expenses [if you find it applicable]				
Others [pls. specify]				
Duty Travel				
Round Trip Airfares [if you find it applicable]				
Living Allowance [if you find it applicable]				
Travel Insurance [if you find it applicable]				
Terminal Expenses [if you find it applicable]				
Others [pls. specify]				
AGGREGATE AMOUNT				

Amount in Words: [Insert the total amount in words]

II. BREAKDOWN OF COST BY DELIVERABLES*

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

SN	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Price in USD (Lump Sum, <i>All Inclusive</i>)
1		%	
2		%	
3		%	
Total		100%	

**Basis for payment tranches*

Full Name: _____

Signature: _____

Date Signed: _____

ANNEX IV

SUMMARY OF TECHNICAL POINTS

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	20%	200
2	Proposed Methodology, Approach and Implementation Plan	60%	600
3	Management Structure and Key Personnel	20%	200
TOTAL		100%	1000
Technical Proposal Evaluation (FORM I)			
Expertise of the Firm / Organization			Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing		30
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 		100
1.3	Quality assurance procedure, warranty		30
1.4	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes 		40
Total Part 1			200
Technical Proposal Evaluation (FORM II)			
Proposed Methodology, Approach and Implementation Plan			
2.1	To what degree does the Proposer understand the task?		100
2.2	Have the important aspects of the task been addressed in sufficient detail?		80
2.3	Is the conceptual framework adopted appropriate for the task?		100
2.4	Is the scope of task well defined and does it correspond to the TOR?		180
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		140
Total Part 2			600
Technical Proposal Evaluation (FORM III)			
Management Structure and Key Personnel			
3.1	Task Manager / Team Leader		
	General Qualification and sustainability for the project		
	- Professional experience in the area of specialization		100
3.2	Team Members		
	General Qualification and suitability for the project		
	- Professional experience in the area of specialization		100
Total Part 3			200



Empowered lives.
Resilient nations.

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 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.