



## REQUEST FOR PROPOSAL (RFP)

INTERESTED VENDORS	DATE: 8 December 2014
	REFERENCE: RFP/UNDP/DGPRU/018/2014

Dear Sir / Madam:

We kindly request you to submit your Proposal for producing **SHORT DOCUMENTARY AS A COMMUNICATION TOOL OF PEOPLE-CENTERED DEVELOPMENT PROGRAMME IN TANAH PAPUA**

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

Proposals may be submitted on or before **1 January 2015** and via email, courier mail or electronically to the address below:

**United Nations Development Programme - UNDP**  
**Menara Thamrin Building, 8<sup>th</sup> Floor**  
**Sri Hastutiningsih**  
**Kav. 3, Jl. M.H. Thamrin, Jakarta 10250, Indonesia**  
**Telp: 021-314-1308**  
**E-mail Address: [bids.id@undp.org](mailto:bids.id@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 meet 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 4.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



John Benjamin  
Head of Procurement Unit  
8 December 2014

### Description of Requirements

Context of the Requirement	SHORT DOCUMENTARY ON UNDP’S PEOPLE-CENTERED DEVELOPMENT PROGRAMME IN TANAH PAPUA														
Brief Description of the Required Services	TOR attached (Annex 5)														
List and Description of Expected Outputs to be Delivered	<div>1. Production of videos about:<div>a. Sarmi: Coconut oil and fisheries</div><div>b. Fakfak: Nutmeg Industry, seed and juice</div><div>c. Wamena: Production of honey and rabbit meat.</div><div>d. Boven Digoel: Production of organic fertilizer and vegetables/ Credit Unions</div><div>e. Manokwari: Fish products</div></div> <div>2. This proposal should include budget details for:<div><div>A 5 minutes short movie for each district mentioned above.</div><div>A longer version movie of 10 minutes compiled from each district’s short movie.</div><div>A short version (3 minutes) video extracted from the 10 minutes movie explained in the above line.</div></div></div> <div>(Refer to ToR for detail scope)</div>														
Person to Supervise the Work/Performance of the Service Provider	UNDP Communication Analyst and UDP Programme Manager														
Frequency of Reporting	N/A														
Progress Reporting Requirements	<table><tr><th>Deliverable</th><th>Target</th><th>Review and Approval</th></tr><tr><td>Submission of agenda, interview framework and story line/script (20%)</td><td>2 working days after first project site visit.</td><td>Communication Analyst and/or Programme Manager.</td></tr><tr><td>Submission of first raw footage and receipts of <u>actual</u> travel costs (35%).</td><td>25 working days after the first visit to the project site.</td><td>Communication Analyst and/or Programme Manager.</td></tr><tr><td>Submission of the</td><td>5 working days after</td><td>Communication</td></tr></table>			Deliverable	Target	Review and Approval	Submission of agenda, interview framework and story line/script (20%)	2 working days after first project site visit.	Communication Analyst and/or Programme Manager.	Submission of first raw footage and receipts of <u>actual</u> travel costs (35%).	25 working days after the first visit to the project site.	Communication Analyst and/or Programme Manager.	Submission of the	5 working days after	Communication
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	<i>second raw footage</i>	<i>the submission of first footage</i>	<i>Analyst and/or Programme Manager</i>
	<i>Submission of final raw footage for UNDP approval</i>	<i>5 working days after the last meeting.</i>	<i>Communication Analyst and/or Programme Manager</i>
	<i>Submission of edited and finalized documentaries. (45%)</i>	<i>8 working days after the last revision of raw footage and receiving the feedback from communication analyst and programme manager.</i>	<i>Communication Analyst and/or Programme Manager.</i>
Location of work	At Contractor's Location & Project location ( Tanah Papua)		
Expected duration of work	2 months		
Target start date	January 2015		
Latest completion date	February 2015		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	X Required		
Names and curriculum vitae of individuals who will be involved in completing the services	X Required		
Currency of Proposal	X Local Currency		
Value Added Tax on Price Proposal	X must be exclusive of VAT and other applicable indirect taxes --		
Validity Period of Proposals (Counting for the last day of submission of quotes)	X 120 days UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	X Not permitted --		

Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Pre-production which include Submission of agenda, interview framework and story line/script	20%	2 working days after first project site visit.	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Post-production which include Submission of first raw footage and receipts of actual travel costs	35%	25 working days after the first visit to the project site	
	Editing/Finishing which include Submission of edited and finalized documentaries	45%	8 working days after the last revision of raw footage by communication analyst and programme manager	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Communication Analyst and Programme Manager Poverty Reduction and MDG			
Type of Contract to be Signed	X Contract for Professional Services			
Criteria for Contract Award	X Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) X Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion 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	<u><b>Technical Proposal (70%)</b></u> (See Tables below) <input type="checkbox"/> Expertise of the Firm [20%] <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan [30%] <input type="checkbox"/> Management Structure and Qualification of Key Personnel [ 20%]  <u><b>Financial Proposal (30%)</b></u> 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:	X Maximum two Service Provider
Annexes to this RFP	X Technical Evaluation Criteria (Annex 2) X Form for Submission of Proposal (Annex 3) X General Terms and Conditions / Special Conditions (Annex 4) X Detailed TOR (Annex 5) X Vendor Registration Form (Annex 6)
A pre-proposal conference will be held on:	<b>Time: 10 AM</b> <b>Day/Date: 15 December 2014</b> <b>Venue: 7<sup>th</sup> floor, UNDP, Menara Thamrin Building, Jl. MH. Thamrin Kav. 3, Jakarta Pusat</b>  The UNDP focal point for the arrangement is: Sri Hastutiningish (Ph. 2980-2300, ext. 826)
Contact Person for Inquiries (Written inquiries only)	Sri Hastutiningsih (Nining) <a href="mailto:sri.hastutiningsih@undp.org">sri.hastutiningsih@undp.org</a>  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.

## TECHNICAL EVALUATION SCORE

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Score Weight
1	Objectives, Outputs and Deliverables	30	30%
2	Proposed Methodology, Approach and Implementation Plan related to movie production	30	30%
3	Experience in production of documentary about local economy development.	10	10%
4	Presentation	30	30%
<b>TOTAL</b>		<b>100</b>	<b>100%</b>

No.	Description	Maximum Points	Maximum Score	A	B	C
		100 Points				
1. Objectives, Outputs and Deliverables						
Does the proposal clearly describe the objectives and how the outputs of the project can contribute to the achievement of the aims and objectives as set in the TOR? Specifically, does the proposal:						
1.1	Explain the strategy/ approaches/ methods which will be used in the preparation of documentary film and PSAs;	30	7			
1.2	Clearly identify the main components of the project;		8			
1.3	The outputs of the project		7			
1.4	Summarize the expected outcomes relative to the overarching objective on preparing.		8			
	Subtotal 1		30			
2. Proposed Methodology, Approach and Implementation Plan						
2.1	Does the proposal clearly elaborate the strategy, approach, and methodology to be used and the rationale behind it?	30	8			
2.2	Does the proposal include a clear logical activities and staffing plan, including realistic schedules?		8			
2.3	Are the tasks well defined?		7			
2.4	Are the resources allocated to achieving the tasks suitable and sufficient?		7			
	Subtotal 2		30			
3. Experience in production of documentary about local economy development						
Relevant Experience:		10				
3.1	Number of years with project management related with film production & PSA or related subject/sector – minimum 3 years of experience in film production.		5			
3.2	Organizational structure		2			
3.3	Qualification of key personnel		3			
	Subtotal 3		10			
4. Presentation						
4.1	Ability to demonstrate the effective approach and methodology clearly;	30 points	15			
4.2	Ability to demonstrate the effective project work plan.		15			
Subtotal 4			30			
Total Technical Score			100			
	Percentage		100%			

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[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 12 November 2014, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

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

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

### B. Proposed Methodology for the Completion of Services

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



C. **Qualifications of Key Personnel**

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

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

D. **Cost Breakdown per Deliverable\***

	<b>Deliverables [list them as referred to in the RFP]</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Pre-production phase (Identification, Observation, Synopsis/Storyboard)	20%	
2	Production phase (Video Shooting, Audio Recording)	35%	
3	Post-production (Editing, Mixing and Finishing)	45%	
	Total	100%	

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

E. **Cost Breakdown by Cost Component:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Daily Rate</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>					
1. Services from Home Office					
a. Artistic Team	Director	30 days	1		
	Script writer	30 days	1		
	Cameraman	30 days	1		
	Lighting	30 days	1		
	Sound Effect	30 days	1		
	Editor	30 days	1		
<b>II. Out of Pocket Expenses</b>					
1. Travel Costs					
2. Daily Allowance					
3. Communications					
<b>III. Other Related Costs</b>					

*[Name and Signature of the Service Provider's*

*Authorized Person]*

*[Designation]*

*[Date]*

## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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

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

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNWOMEN 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

### PROCUREMENT TO PRODUCE A DOCUMENTARY FILM ABOUT PEOPLE-CENTERED DEVELOPMENT PROGRAMME IN TANAH PAPUA

#### BACKGROUND

UNDP is the UN's global network advocating for change and connecting countries to knowledge, experience and resources to help people build a better life.

In Indonesia, UNDP works to advance human development, fight poverty and inequality, consolidate democratic governance, support crisis prevention and recovery, and promote environmentally smart development.

Tanah Papua (Papua and West Papua Provinces), is the Indonesia's largest but most sparsely populated region with 3.6 million inhabitants, with at least 73% of the indigenous Papuans living in the rural areas. Despite the fact that the region is blessed with enormous natural resources, its poverty rate is more than double the national average and the highest of the country at 34.88% for West Papua and 36.80% for Papua. Papua and West Papua also lag behind other provinces on key non-income indicators of the Millennium Development Goals (MDGs). In order to accelerate the human development process in Papua, the Government of Indonesia granted a special autonomy status to the provinces (OTSUS). Its full implementation has been delayed due to limited civil society participation and lack of capacity and coordination between national provincial and district level institutions, which has led to the absence of an inclusive framework for developing sustainable economy.

Since 2006 the People-Centred Development Programme (PCDP) has been supporting local government institutions, civil society organizations and communities in the Papua Region in their efforts to improve human development and to achieve the Millennium Development Goals (MDGs).

The second phase of the programme continues to provide technical assistance to the local government and civil society to formulate, coordinate and implement specific local development programmes in the targeted districts of Papua Province and West Papua Province. The Programme also put more emphasis on improving the economic welfare of communities, in particular indigenous communities, starting with a few concrete pilots to ensure that the results of programme interventions make an impact on the lives of communities and government's efforts to reduce poverty. This is covered under Output 3, which intends to improve community welfare in particular of indigenous communities through the functioning of local government and civil society basic systems and processes for sustainable livelihood development in Tanah Papua. Output 3 receives support from NZAID which is ending by 31 December 2014.

UNDP would like to show the PCDP's substantial impact and raise awareness and understanding of PCDP's results in Papua and West Papua. The Country Office intends to produce documentaries to advocate the progress and impact of PCDP.

#### OBJECTIVE

The vendor is expected to travel to UNDP project sites to gain in-depth knowledge about UNDP project in Tanah Papua region, in order to produce advocacy videos for the project. Videos should reflect UNDP's activities in the area and show their impact on livelihood of the communities, how communities benefit from technical expertise of UNDP, economic growth of indigenous Papuans, Contribution and the role of local governments in the project, local culture and wisdom, and other matters related to PCDP projects. "The Target Audience" should be general public and local governments

#### SCOPE OF WORK

The vendor will be guided by UNDP's Communication's Strategy. The development process will be made in close consultation with the Communication Analyst and Programme Manager of Poverty Reduction and MDGs.

The vendor is expected to submit agenda, interview framework and storylines/script.

On the field the Vendor should liaise closely with the PCDP National Project Manager and local officer/associate. The Vendor will produce documentaries for UNDP projects.

The Vendor is expected to submit financial proposals with breakdown budget details on (based on the choice of location):

#### Papua

1. Sarmi: Coconut oil and fisheries
2. Wamena: Production of honey and rabbit meat.
3. Boven Digoel: Production of organic fertilizer and vegetables.

#### West Papua

4. Fakfak: Nutmeg Industry, seed and juice
5. Manokwari: Fish products

This proposal should include budget details for:

- ☐ A 5 minutes (maximum 10 minutes) short movie for each district.
- ☐ A compilation video which includes all five districts. This video should not exceed the maximum of 10 minutes.
- ☐ A 2 minutes version of compilation movie for presentation purposes.

Proposed outlines:

A short recap about socio-economic and geographical situation of Tanah Papua should be included in the beginning of the videos with a voice-over. The movies should be in local language and include English subtitle. Sound tracks should not have any lyrics and preferably be royalty- free music.

High-quality graphics/pictures included in the movie will make it more dynamic.

The movies must contain interviews with local government officials and beneficiaries.

Video footage will become UNDP's property and will be used only under UNDP's authorization.

#### Proposed Itinerary for Papua:

One day trip	Fly Jakarta to Jayapura	Together with PM & LED specialist
<b>PAPUA</b>		
Sarmi	Access through Jayapura and only by land transport. Jayapura to Sarmi. Car rent needed, It will take 8 hour drive approximately, and the cost is around 4 million IDR. Within town of Sarmi car rent costs 1.2 million IDR per day	Together with LED Specialist and LED Associate
Jayawijaya	Accessed only through Jayapura by plane (8susi air or trigana air) 45 minutes flight, three times a day available. Within Jayawijaya car rent costs 1.2 million IDR per day.	Together with LED Associate & Field Assistant
Boven Digoel	Flight from Jayapura to Merauke. Then an eight hour car drive from Merauke to Boven Digoel. (From Merauke to Boven Digol car rent cost is around 10 million IDR) Car rent in Boven Digol costs 1.5 million IDR per day.	
Fakfak	Direct flight available from Jakarta to Fakfak. Other options would be flying from Jayapura to Fakfak or from Manokwari to Fakfak. Car rent within Fakfak is around 500,000 IDR per day. Car rent out of town is around 1,500,000 IDR per	

	day.	
Manokwari	<p>Accessed from Jakarta, or from Jayapura by flight.</p> <p>Project staff will provide a car within the town of Manukwari to visit fish farming.</p> <p>To visit vegetable farms in Arfak and then in Demaisi village a car rent is needed which costs around 4 million IDR for drop off and pick up.</p> <p>In case the movie crew decides to stay overnight in Demaisi, food and sleeping bags will NOT be provided.</p>	

The Vendor must submit the raw footage to Communication Analyst and Programme Manager for approval before the final edit.

#### EXPECTED RESULT

*The documentaries should showcase the success of PCDP in Tanah Papua and result in an improved image and reputation of project. They should document how UNDP's expertise and services in the region have led to the improvement of indigenous Papuans or communities everyday life. The movies need to emphasize UNDP's role as the strong development partner to the Government of Indonesia and its people.*

Deliverable	Target	Review and Approval
Submission of agenda, interview framework and story line/script (35%)	2 working days after first project site visit.	Communication Analyst and/or Programme Manager.
Submission of first raw footage and receipts of actual travel costs (20%).	25 working days after the first visit to the project site.	Communication Analyst and/or Programme Manager.
Submission of the second raw footage	5 working days after the submission of first footage	Communication Analyst and/or Programme Manager
Submission of final raw footage for UNDP approval	5 working days after the last meeting.	Communication Analyst and/or Programme Manager
Submission of edited and finalized documentaries. (45%)	8 working days after the last revision of raw footage by communication analyst and programme manager.	Communication Analyst and/or Programme Manager.

Overall objective in 2014: Local Government and civil society have basic systems and processes for developing a framework for sustainable livelihood development in the Papua region

This sub output is focus on vocational training for OAP as micro entrepreneurs. The PCDP will also assigned at least one field assistants in each district to directly work with the OAP and BDSP/NGO on the field. Their main task will be to encourage regular production, monitor and report the community progress and provide oversight function to ensure compliance to product standard.

PCDP together with BDSPs will work to improve the quality and quantity of micro/small enterprise production to meet market demands. Once there is a consistency in production, the beneficiaries will be able to get regular income. PCDP's strategy is to establish communal production houses in all five districts in order to help the beneficiaries obtaining regular productions. The production house will have a set of regulation including profit-sharing mechanism to cover operational cost (such as electricity). As a group, the micro/small enterprises will be able to attain sizeable profits. As part of the strategy, PCDP will also promote savings habits to the micro/small enterprises so that they will have reserved capital that can be used to develop or support their business in time of crisis.

Sarmi will add about another 180 new community beneficiaries and develop new commodity in fisheries (fish farming-kerambah and fish products). Aside from the Moscada (nutmeg meat juice & syrup), Fak Fak will add new beneficiaries who work on shelled nutmeg seed. Based on the quick assessment done in April, free aflatoxin and good old-dried-rounded nutmeg seed (Pala Banda) has double to four times better price compares to mixed ones. The expert also advises to have a record on traceability of the seed and trees for entering the organic export market. Through reprogramming, the project will focus on assisting the local government in:

- In collaboration with UNIPA, PCDP and the local Agriculture Office will do the registration of the tree and farmers to predict volume of production and ensure traceability should organic export is considered.
- Conduct training on handling the harvest, when to pick the fruit
- Improve the seed drying process
- Educate the farmers about the need on sorting vs price

Part of the allocation in this sub output is also used to buy equipments for making the products.

To increase marketability, regular quantity and acceptable quality of the product, PCDP will also initiate communal production house.

Districts	Target Beneficiaries	Focus	PCDP achievements	Recommendations to movie crew
Boven Digoel	90 indigenous micro farmers/producers	Vegetables Farmer with organic fertilizer	1. Build on-farm/cultivation skills. 2. Coaching on handling and transportation of produce to market. 3. Business training: business management, financial management, and marketing. 4. Routine coaching and technical assistance on book keeping,	Interview women who participated in the activities and find the husband who took part in activities later on after seeing his wife's success in growing and selling vegetables.  Interview those who become new participants in the Credit Union scheme Interview Credit Union and Cooperative who manages the works with the women groups.

			income management, quality control, and distribution. 5. Introduce requirements and process involved to access financial services. 6. add 60 new members of the Credit Union	
Fakfak	<p>120 microfarmers</p> <ul style="list-style-type: none"> <li>TOT on production of nutmeg juice and syrup - 35 persons : 26 womens, 9 mens</li> <li>Training on food security to get certification on food and beverages product - 132 person : 100 women, 32 men</li> <li>Training on production of nutmeg juice and syrup (practice) - 130 person from 8 villages</li> <li>As per June 30 total active 90 person from 7 villages</li> </ul>	<p>Nutmeg meat</p> <ul style="list-style-type: none"> <li>1 bottle nutmeg syrup we need 1 nutmeg fruit.</li> <li>1 bottle nutmeg juice, we need 0.4 or less than half nutmeg fruit.</li> </ul>	<p>1. Post-harvest training on production of nutmeg juice and syrup. 2. Training on food safety/hygienic production. 3. Business training: business management, financial management, and marketing (including packaging). 4. Routine coaching and technical assistance on book keeping, income management, quality control, profit sharing, production, and distribution. 5. Introduce requirements and process involved to access banking services. 6. Assistance on how to operate production house.</p>	<p>Visit Community for Nutmeg Juice Market/trader Visit NGO GEMAPALA Government: BPMK &amp; BAPPEDA</p>

	100 microfarmers <ul style="list-style-type: none"> <li>• Training on post harvest handling to 120 farmers from 7 villages</li> </ul>	Nutmeg Seed <ul style="list-style-type: none"> <li>• 1 kg consist of 125 pieces of nutmeg seed</li> <li>• No clear information on mace. - will be follow up soon</li> </ul>	1. Post harvest handling training: from fruit selection, sorting, cracking, drying, packing 2. Educate the local stakeholders on nutmeg seed market and requirement 3. Negotiate on transport price.	Visit Community for Nutmeg Seed Government: Trade Office and Agriculture Office
Manokwari	80 women indigenous micro farmers/producers	Vegetables	1. Build on-farm/cultivation skills. 2. Coaching on handling and transportation of produce to market. 3. Business training: business management, financial management, and marketing. 4. Routine coaching and technical assistance on book keeping, income management, quality control, and distribution. 5. Introduce requirements and process involved to access financial services.	Interview NGO PERDU Interview the women and their family who are involved in vegetables cultivation
	40 women producers	Fish Products (Abon)	1. Training on fish derivative products (example: abon ikan). 2. Business training: business	Interview the women who sell the fish products at Borobudur Market

			management, financial management, and marketing (including packaging). 3. Routine coaching and technical assistance on book keeping, income management, quality control, profit sharing, production, and distribution. 4. Collaborate with UNIPA to determine product expiration period.	
Sarmi	100 (80 women, 20 men) indigenous micro farmers/producers	Coconut Products	1. Post-harvest training on production of cooking oil, VCO, sweet sauce, and soap. 2. Business training: business management, financial management, and marketing. 3. Routine coaching and technical assistance on book keeping, income management, quality control, profit sharing, production, and distribution. 4. Introduce requirements and process involved to access banking services. 5. Assistance on how to operate production house.	Visit Community for Coconut Oil Production Crude Oil – visit household Interview with crude oil makers Interview with the other family members of the first respondent Interview Kepala Kampoeng/Grup Leader Cooking Oil – visit production house Interview with production house workers Interview with production house managers/ team leaders
	Aug: add 200 beneficiaries for coconut products			

Jayawijaya	40 person	Rabbit	<ol style="list-style-type: none"> <li>1. Training on rabbit derivative products (dumplings &amp; jerky from rabbit meat).</li> <li>2. Training on food safety/hygienic production.</li> <li>3. Business training: business management, financial management, and marketing (including packaging).</li> <li>4. Routine coaching and technical assistance on book keeping, income management, quality control, profit sharing, production, and distribution.</li> </ol>	Interview Oikonomos and some of the workers
	40 person	Honey Production	<ol style="list-style-type: none"> <li>1. Training on food safety/hygienic production.</li> <li>2. Business training: business management, financial management, and marketing (including packaging).</li> <li>3. Routine coaching and technical assistance on book keeping, income management, quality control, profit sharing,</li> </ol>	Interview Oikonomos and the Honey entrepreneurs; and Pilamo Outlets



			production, and distribution.	
	12 community groups with 106 HH members	Pigs	Provide sows to community groups.	

## VENDOR REGISTRATION FORM

<b>SECTION 1 (For Internal Use only)</b>		<b>UN INFORMATION</b>		<input type="checkbox"/> New Vendor	<input type="checkbox"/> Update Vendor
Requesting Person:		Date:		Atlas Vendor No:	
First Name / Last Name/Extension				UN Index No:	
VENDOR TYPE: <input type="checkbox"/> Staff <input type="checkbox"/> SSA <input type="checkbox"/> Service Contract <input type="checkbox"/> Meeting Participant <input type="checkbox"/> NGO <input type="checkbox"/> Supplier <input type="checkbox"/> Other					
VENDOR APPROVER SIGNATURE: _____				DATE: _____	

Complete either Section 2 or Section 3 (not both)

<b>SECTION 2 PERSON INFORMATION (For Individuals ONLY)</b>					
Last Name		First Name			
Middle Name					
Nationality			Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>		
Address					
City,		State/Province/County		Postal Code (ZIP)	
Country					
E-mail Address		Telephone Number		Fax Number	

<b>SECTION 3 SUPPLIER INFORMATION (For COMPANIES ONLY)</b>					
Company Name:		Parent Company Name (if applicable)		Web Site URL: (if applicable)	
Street Address					
City		State/Province/County		Postal Code	
Country					
<b>Contact Person (MAIN ADDRESS)</b>		<b>Telephone</b>		<b>Fax</b>	<b>E-mail Address</b>
Name:					
Title:					

<b>SECTION 4 BENEFICIARY BANKING INFORMATION</b>					
Bank Name					
Bank ID:		For US banks only use whether: (9 digits) ACH <input type="checkbox"/> Fed wire <input type="checkbox"/>		SWIFT code 8 or 11 characters (required for overboard payments)	
Branch ID: (for Canadian Banks only) 9 digits routing no.			Branch Name:		
Street Address:					
City		State/Province		Postal Code	
Country					

<b>SECTION 5 BENEFICIARY BANK ACCOUNT DETAILS</b>					
Account Name: (name as it appears on bank account)				Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE INDICATE) _____	
Bank Account No. : (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES)				Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
IBAN (European Banks)					
Transit Code ( 5 digit ) Canadian Banks		Sort Code (6 digits ) UK Banks		BSB code (6 digit) Australia Banks	
Bank Information for Intermediary/Correspondent Bank ( If applicable)					

Name of Bank :		Address of Bank :	
Bank Account No (of beneficiary bank with intermediary bank)		SWIFT Code:	FED WIRE No. ( US BANKS ONLY)

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, hereby authorize the agency to direct  
 payments for goods and services to the above account.

Signature: \_\_\_\_\_