

# **REQUEST FOR PROPOSAL (RFP)**

TO: INTERESTED COMPANIES

DATE: 14 January 2014

REFERENCE: RFP/UNDP/003/2015/HDRO

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of the following consulting services: Provision of editing and production services for the 2015 Human Development Report and its Summary.

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

Proposals shall be submitted on or before **5.00 PM Eastern Standard Time, Wednesday, 28 January 2014** via email address below:

<u>CPU.Bids@undp.org</u> and cc: <u>ugyen.tobgay@undp.org</u>

**Email Reference**: RFP/UNDP/003/2015/HDRO – Provision of Editing and Production Services for the 2015 Human Development Report and its Summary

Your Proposal must be expressed in the English language and valid for a minimum period of 120 days. Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

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. Kindly ensure that they are signed and in the pdf format and free from any virus or corrupted files.

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

http://www.undp.org/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,

Karla Dalimunthe Procurement Specialist

# ATTACHMENT I Description of Requirements

Context of the	Provision of editing and production services for the 2015 Human Development Report and
Requirement	its Summary.
Implementing	N/A
Partner of UNDP	
Brief Description of	Please refer to Terms of Reference (Annex I)
the Required	
Services	
List and Description	
of Expected Outputs	Please refer to Terms of Reference (Annex I)
to be Delivered	
Person to Supervise	
the	Please refer to Terms of Reference (Annex I)
Work/Performance	
of the Service	
Provider	
Frequency of	Please refer to Terms of Reference (Annex I)
Reporting	
Progress Reporting	Please refer to Terms of Reference (Annex I)
Requirements	
Location of work	Please refer to Terms of Reference (Annex I)
Expected duration of	4 months
work	
Target start date	March 2015
Latest completion	July 2015
date	
Travels Expected	N/A
- Turious Emposessus	
Special Security	N/A
Requirements	
Facilities to be	Please refer to Terms of Reference (Annex I)
Provided by UNDP	
Implementation	
Schedule indicating	⊠ Required
breakdown and	
timing of	
activities/sub-	
activities	
Names and	
curriculum vitae of	⊠ Required
individuals who will	
be involved in	
DC IIIVOIVCU III	

	T					
completing the						
services						
Currency of Proposal	□	□ United States Dollars     □				
Value Added Tax on	All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its					
Price Proposal <sup>1</sup>	subsidiary organs, is exem	subsidiary organs, is exempt from taxes.				
Validity Period of						
Proposals (Counting						
for the last day of	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the					
submission of	Proposal beyond what ha	as been initially i	ndicated in this RFP. The	Proposal shall then		
quotes)	confirm the extension in v	vriting, without ar	ny modification whatsoever	on the Proposal.		
Partial Quotes	☑ Proposals on sub-parts	are not allowed a	nd will be rejected.			
Payment Terms						
,	Deliverable	Percentage	Timing	Condition for Payment Release		
	Satisfactory Completion	5% of the total	2 weeks from the project	Within thirty (30)		
	and acceptance by UNDP	contract	inception	days from the		
	of the layout revision			date of meeting		
	Satisfactory Completion	45% of the total	6 weeks from start of	the following		
	and acceptance by UNDP	contract	copyediting	conditions: a) UNDP's written		
	of the Copy editing and Final read			acceptance (i.e.,		
	Satisfactory Completion	50% of the total	4 weeks from start of	not mere receipt)		
	and acceptance by UNDP		layout	of the quality of		
	of the Print ready and	contract	,	the outputs; and		
	digital version files of the			b) Receipt of		
	report and summary	100%	12 weeks	invoice from the Service Provider.		
		100%	12 WEEKS	Service Frontaer.		
Person(s) to						
review/inspect/	Project Manager: To be na	amed upon Contra	act award			
approve		•				
outputs/completed						
services and						
authorize the						
disbursement of						
payment						
Type of Contract to	□ Contract for Professions	al Services				
be Signed						
Criteria for Contract	Stage 1: Sample Evaluation	n. Only those Offer	rors who obtain minimum 70	0% of the		
Award	obtainable score of 400 points for the sample will continue with the technical proposal					
	evaluation; and					

	obtain evalua	2: Technical Evaluation. Only those Offinable score for the sample and teclation; and								
		3 Combined Scoring Method, using the 70% ial proposals, respectively.	%-30% c	distrib	oution fo	or sampl	e+techn	ical and	t	
Criteria for the Assessment of Proposal	Stage 1	1: Sample Evalua	ation Cr	riteria						
·	Samp Form	oles Evaluation	Poir obtain		-	pany / ization B				
	SAMI	PLES ON EDITING SERVICES			A	Б				
	1.1	Consistency and accuracy in the use of terminology	100	0						
	1.2	Research ability (consistency with HDR terminology)	100	0						
	1.3	Accuracy of grammar, spelling, punctuation	100	0						
	1.4	General tone and style	100	0						
		Total points Form 1 (SAMPLES)	400	0						
	70% of evaluat Stage 2	2: Technical Evaluation Criteria  ical Proposal Evaluation		e will c		with the		al propo	osal	E
		NICAL COMPONENT								
<u> </u>	2.1 Exp	pertise of Firm / Organization Submitting Pr		[180 p		J	T		<del>.  </del>	
	2.1.1	General Organizational Capability which is to affect implementation (i.e. year establishment, loose consor subcontracting arrangement, holding comor one firm, size of the firm / organization number of translators and desktop publicavailable, strength of project manage support e.g. project financing capacity project management controls)	rs of rtium, mpany ration, lishers ement / and		50					
	2.1.2	Legal standing of the Offeror (Litigation Arbitration history)	ı and		30					

	Relevance of Company's Specialized Knowledge	100			
	and Experience on Similar Projects (minimum 5				1
2.1.3	years).				1
	Work for UNDP/UN/ major multilateral/ or				1
	bilateral programmes will be an added value				1
2.2 UNE	DERSTANDING OF REQUIREMENTS [ 210 points]				
	Have the important aspects of the task been	80			
224	addressed in sufficient detail? Does the				1
2.2.1	proposal demonstrate Offeror's understanding				1
	on the workflow process?				1
2.2.2	Has the delivery time been addressed?	50			
222	Have quality assurance procedures and risk	50			
2.2.3	management been demonstrated?				1
224	Does the Offeror have the tools/software and	30			
2.2.4	networks required to perform the works				1
2.3 CLIE	NT LIST [60 points]				
2.3.1	Demonstrated client list over the last 3 years?	30			
2.3.2	Demonstrated similar contracts with various	30			
2.3.2	clients including contract amount				1
2.4 PE	ERSONNEL [150 points]*				
2.4.1	Suitability of assigned personnel for the	30			
	required service (based on CV): Does the				1
	assigned staff have the relevant technical skills				1
	required for the service defined in the proposal,				1
	including relevant experience for the Managing				1
	Editor? Should state why the person is the best				1
	suitable for the project.				
2.4.2	Suitability of assigned personnel for the	70			1
	required service (based on CVs): Does the				1
	assigned staff have the relevant technical skills				i
	required for the service defined in the proposal,				i
	including relevant experience for the Senior				i
	Editor**?				
2.4.3	Suitability of assigned personnel for the	50			1
	required service (based on CVs): Does the				1
	assigned staff have the relevant technical skills				ı
	required for the service defined in the proposal,				ı
	including relevant experience for the Layout				1
	Artist?				
	Total points Form II (TECHNICAL	600			
	COMPONENT)				
1					

<sup>\*</sup> For evaluation purposes the average score of CVs will be used.

# **Stage 3: Final Combined Scoring Method**

# **Financial Proposal (100%)**

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals

<sup>\*\*</sup> Please include CV of editor who edited the Sample, who shall be employed as the main lead editor of the project.

	received by UNDP.
	FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100
	Total Combined Score:
	(TP Rating) x (Weight of TP, e.g. 80%)
	+ (FP Rating) x (Weight of FP, e.g., 20%)
	Total Combined and Final Rating of the Proposal
UNDP will award the contract to:	One company with the highest combined total score of technical and financial proposal.
Annexes to this RFP	☑ Detailed TOR (See ToR below under Annex I)
	☐ Sample for Evaluation (Annex II)
	☑ Form for Submission of Proposal (Annex III)
	☐ General Terms and Conditions/Special Conditions (Annex IV)
Contact Person for Inquiries	Focal Person in UNDP: Ugyen Tobgay Title: Procurement Associate
(Written inquiries only)	E-mail address dedicated for this purpose: <a href="mailto:ugyen.tobgay@undp.org">ugyen.tobgay@undp.org</a> and cc: <a href="mailto:karla.dalimunthe@undp.org">karla.dalimunthe@undp.org</a>
	Last day to submit questions to UNDP is 5 business days before the submission date. UNDP will provide responses on a rolling basis for each.
	Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information Related to the RFP	http://procurement-notices.undp.org/

#### **ANNEX I**

# Editing and Production Services for the 2015 Human Development Report and its Summary Terms of Reference

# Specific tasks of the Contractor

Under the supervision of the UNDP Human Development Report Office (HDRO) production coordinator, and in close collaboration with the HDRO team, the Contractor will be responsible for final read, copyediting, layout and proofreading the Human Development Report 2015 (HDR 2015), including its statistical and technical annexes and the Summary of the Report; including editing all text in graphics, tables, figures, covers, titles, and maps provided by HDRO and incorporating these elements into the layout, preparing print-ready files of the English versions of the HDR 2015 and its Summary; and providing InDesign files, InDesign Markup language files, and Web PDFs of both editions. This will include incorporating any corrections, comments or other additions or deletions as directed by the HDRO into the layout files after printing and supplying revised Web versions of both publications.

### 1. The Contractor will undertake the following tasks:

Final read and Copy-editing: the Contractor's shall carry out the final structural, technical editing and copy-editing of the whole Report (front matter, narrative section, bibliography and notes, statistical back matter including statistical tables) in close consultation with the HDRO team. The copy-editing will concentrate on clarity, consistency, especially between text and tables and figures and integration of text and boxes, content errors, style and punctuation, spelling and grammar.

*Layout:* The contractor will be responsible for review, alteration and typesetting of the Report, Summary and Technical notes:

- Review and alteration of the HDR 2014 layout template including:
  - o Conversion from 2 to 1 column
  - Changes to text font type and sizes
  - o Increase the size of pull-quote margins
  - Add links to additional web content (placed below charts and tables, visible in print version and active in digital version)
  - o Active Table of Contents in digital version.
  - Apply new color palette / make adjustments to: colors of chapter divider pages, headings text,
     pull quotes and special contribution boxes (4-color palette will be provided by HDRO)
  - o Final size adjustments to the artwork, where necessary

The contractor will deliver:

Print-ready version of the Report and Summary (high resolution PDF and InDesign files)

- Digital version of the Repot and Summary (PDF with active hyperlinks)
- Web ready version of the Technical notes (PDF)

*Proofreading:* Once the Report and Summary are laid out the contractor will perform one or more rounds of proofreading, checking spelling, country and city names as well as acronyms and other abbreviations (making sure that they follow official UN terminology and conventions), style consistency, callouts, layout problems, references, etc.

# **Scope:**

The 2015 HDR will be similar in length to the 2014 HDR: ~200 pages for the report (including the statistical annex), 24 pages for the summary, 8 cover pages (2 covers), 8 pages for the Technical Notes document.

This comes to a total of laid-out ~240 pages and an estimated 120,000 words.

# Schedule: Copyediting, layout and proofreading of HDR 2015 and Summary

Copyediting, layout and proofreading of the 2015 Human Development Report is expected to take place between March 2014 and June 2015 as per the following interim schedule.

*Note*: The printing to take place in early August 2015.

1 to 14 April 2015	Final read and final structural/technical editing (10 working days)
1 to 14 April 2015	Copyediting, layout and proofreading of backmatter and technical annex (10 days)
13 to 24 April	Copyediting, layout and proofreading of statistical annex (10 days)
11 to 22 May	Copyediting of narrative matter of report (10 days)
24 to 26 May	Copyediting of narrative matter of summary (2 days)
1 to 10 June	Layout and proofreading of report (7 days)
11 to 12 June	Layout and proofreading of summary (2 days)
15 to 17 June	Finalization of layout files, report and summary (3 days)

<sup>\*</sup> Please note that this is a provisional schedule and that dates will be specified by HDRO to reflect the actual HDR 2015 finalization time line.

## **Oualifications of the Vendor**

- Minimum 7 years experience in similar field relevant to this TOR and related to Human Development, Economics, and International Affairs
- Having at least 4 personnel with the following positions: managing editor, layout artist, senior editor, and proofreader with minimum 5 years of experience in the related field.

# Table 1: Inventory of Elements, English HDR 2015 and Summary (estimated)

Final book lengths: Report = 232 pages plus cover, Summary = 24 pages plus cover

HDR 2015	Words	Pages (English layout)
Narrative section:		
Front matter (copyright page, team box, foreword, acknowledgements, contents)	3,000	10
Overview and introduction	10,000	20
Chapters	68,000	104
Graphics and tables	3,000	0
Notes and bibliography	13,000	14
SUBTOTAL NARRATIVE SECTION	97,000	148
Statistical section:		
Indicator tables (15)	15,000	58
Backmatter text	10,000	10
SUBTOTAL STATISTICAL SECTION	25,000	68
TOTAL	122,000	216
+ COVER	1,000	4
+ Technical notes (online only)	4,000	8

HDR 2015 SUMMARY	Words	Pages (English and French layout)
Inside pages:		
TOC of HDR 2015 (repeated)		2
Foreword (repeated)		2
Text (includes repeated graphics and boxes)	7,000	14
Tables and annexes	1,000	6
TOTAL	8,000	24
+ COVER (text repeated from report)		4

HDR 2015 Other Elements	Words	Pages
Technical notes (online only)	4,000	8
TOTAL	4,000	8

Total words to copyedit (estimated) = 135,000

Total pages for typesetting, English edition (estimated) = 240

# ANNEX II Sample for Evaluation

## Please provide a sample of editing and layout using this sample document

The year 2014 marks twenty years of work worldwide around the idea of human security, work which took off thanks to the UNDP Human Development Report of 1994. It is a good time to reflect on the evolution in thinking and doing with the concept, discourse and practice of human security. Probably it is too soon for definitive judgments about its contribution; we should remember how the partner idea and movement of human rights has grown gradually but not smoothly over many decades, and how human development ideas became mainstreamed in the 1990s only after a preceding generation of gestation. The first generation of human security analyses was characterized by much opposition to the concept in the traditional security epistemic community, as well as an often sceptical reception in a development community already busy with other concepts and urgent agendas. Yet the idea of human security has not only survived but attracted continuous, growing and widespread attention and application, as seen in the now large literatures such as drawn on for the forthcoming report of the IPCC<sup>2</sup>, and reflected in the UN General Assembly resolution of 2012. While caution is appropriate, the ground seems ferlite. The present paper analyses this spread and evolution, and suggests a way to understand the place of human security ideas in the toolbox of researchers and practitioners who identify with or feel close to a human development approach.

Section 2 highlights four fundamental and linked aspects of a human security perspective, following the analysis by Amartya Sen; and groups these under headings provided by O'Brien and Leichenko: an 'equity dimension' and a 'connectivity dimension'. Section 3 can then clarify the role of a human security perspective in the human development and capabilities approach. we aiming to move a step forward in understanding the interface between the concepts of human development and human security, beyond discussion in terms of which is part of which (Alkire 2010) or chicken and egg debates (Tadjbakhsh and Chenoy 2007). We will present a more complex analysis that includes an enriched picture of the person, as explicit or implicit in capabilities thinking, that recognises contingency, threats, vulnerability, (in)stability and prioritization as major life-themes. Just as the themes of development and security have always coexisted in policy agendas, their human development and human security counterparts represent 'boundary objects' catalysing transformation of thinking and practice beyond established narrow visions of economic growth and military strength.

Accordingly, the paper examines the evolution and prospects of human security ideas and practice as we enlarge the picture of the person and her environment from the starting point that traditional 'security' thinking adopting, namely a focus on bodies and on violence and crime. Section 4 gives an overview of the lines of evolution and application. Sections 5 through 7 then look in detail at the role of the 'personal security' component inside human security thinking, including in the sometimes more expansive variant form of 'citizen security'. The 2013 global Human Development Report (HDR) presented human in security in terms of crime and military spending, showing how there is little correlation between homicide rates and Human Development Index (HDI) values, and that crime is not generally higher in poorer cities; neither is military spending correlated to HDI performance (UNDP 2013a). These facts show the distinction of human security issues and propositions, but still fail to present the larger picture of challenges and transformations raised by the prospect of a human-centred security. Reflecting on the example of the 2005 HDR of the Philippines and its decision whether to prepare a human security report about armed conflict or about disasters, we offering a cross-sectional perspective of human security studies, moving the picture of the person from bare survival to a fuller one which directs attention to protection and empowerment against threats that people fear and have reasons to fear.

Present and future evolution of human security thinking and doing would involve engaging both with unfinished traditional security issues and with the transformative dynamics necessary overcome the inadequate silo

11

<sup>&</sup>lt;sup>2</sup> See the outline at: <a href="http://www.ipcc-wg2.gov/AR5/ar5-outline.html">http://www.ipcc-wg2.gov/AR5/ar5-outline.html</a>

approach to threats. These two steps depend heavily on the success of stakeholders in incorporating a larger view of the person into their approach to social problems. In the case of security this broader view includes, in part, attention to subjectivity and human limitations in assessing different risks corresponding to values and needs highlighted through human development ideas. The later parts of the paper show how transformation of security thinking beyond dealing with violence alone is being framed through human security research, including by country and regional teams for the UNDP. We suggest a dialectic process in which task forces on emerging priority threats are both preceded and followed by general reviews across threats that allow reallocating attention when and where required.

# ANNEX III FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>3</sup>

(This Form must be submitted only using the Service Provider's Official Letterhead<sup>4</sup>)

[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:

### A. Technical Proposal Format

#### **TECHNICAL PROPOSAL FORMAT**

# Editing and Production Services for the 2015 Human Development Report and its Summary

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

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

## **SECTION 2: TECHNICAL COMPONENT**

# 2.1 Expertise of Firm/ Organization Submitting Proposal

This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for

the performance of this requirement.

#### 2.1.1 Brief Description of Firm and relevance of proposed resources:

Provide a brief description of the organization/firm submitting the proposal, including the year and country of incorporation, types of activities undertaken, and approximate annual billings. The Offeror shall demonstrate its corporate capability with regard to the requirements of the Terms of Reference. Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in.

<sup>&</sup>lt;sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Please provide General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls).

- <u>2.1.2 Legal Standing of the Offeror (Litigation and Arbitration History):</u> Include any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.
- 2.1.3 Relevance of Specialized Knowledge and Experience on Similar Projects:

Describe the experience of the organization performing similar Editing Services.

#### 2.2: Understanding Requirement

- 2.2.1 Provide a detail description of the important aspects to achieve the tasks/requirement, including the workflow process.
- 2.2.2 Please describe the delivery time. Provide a detailed implementation plan, including specific actions and time length for the design requirement.
- 2.2.3 Please describe the QA mechanism/measures for the implementation of this project that will mitigate any risks to UNDP achieving a quality and on-time results.
- 2.2.4 Please describe the tools/software and networks that the Offeror has to have to perform the tasks/requirement.

#### 2.3 Client List

2.3.1 Please provide the client list over the last 3 years.

Project	Client	Contract	Period of	Role on the	Reference Contact
		Value	activity	Project	Details (Name, Phone,
			(from/to)		Email)
1-					
2-					
3-					

2.3.2 Provide the list of Contracts with similar services for various clients

Project	Client	Contract Value	Period of activity (from/to)	Role on the Project	Reference Contact Details (Name, Phone, Email)
1-			, , ,		,
2-					
3-					

#### 2.4: Personnel

Please include Curriculum Vitae for the team proposed for this project and specify team structure

(including roles and responsibilities). CVs should demonstrate qualifications in areas relevant to the Terms of Reference (TOR) in Annex II: Does the assigned staff have the relevant technical skills required for the service defined in the proposal, including relevant experience? Should state why the person is the best suitable for the project. The suitability of both proposed key personnel and team structure will be an evaluation factor.

Please indicate name of translator who edited the Sample, who shall be employed as the main lead editor (see Qualifications section in the TOR).

Please use the format below, with each CV no more than THREE pages in length.

Name:	
Position for this Assignment:	
Nationality:	
Language Skills:	
Educational and other Qualifications:	
Summary of Experience:	

## **B.** Price Proposal Format

Art.	Activity	Workload (Max Estimate)	Unit price	UOM	Total price
1	Copy editing (all text)	135,000 words		word	
2	Final read (all text)	135,000 words		word	
3	Revision of layout (i.e. initial revision which includes setting up 1-column layout, increasing size of margins, changing font types, incorporating the new color palette, changing style of pull-quotes and implementing UNDP feedback).	16 hours		hour	
4	Preparation of digital version (including active hyperlinks and TOC)	240 pages		page	
5	Typesetting (Report, Summary, Technical Notes)	240 pages		page	
6	Proofreading layout (Report plus Summary)	135,000 words		word	
	TOTAL PRICE				

**Additional author's alterations rates (expressed in hourly rates).** Please note that this rate will be used when additional changes is required. This rate shall not be part of the evaluation of the tender.

Description	Unit Rate (USD/Hour)
Managing editor	
Senior editor	
Layout artist	
Proofreader	

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

## **ANNEX IV**

# **General Terms and Conditions for Services**

#### 1.0 LEGAL STATUS:

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

#### 2.0 SOURCE OF INSTRUCTIONS:

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

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

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

#### 4.0 ASSIGNMENT:

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

### 5.0 SUB-CONTRACTING:

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

#### 6.0 OFFICIALS NOT TO BENEFIT:

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

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees,

officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

# 9.0 ENCUMBRANCES/LIENS:

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

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

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

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

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

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

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

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

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

- **13.1** The recipient ("Recipient") of such information shall:
- **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- **13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - **13.2.1** any other party with the Discloser's prior written consent; and,
- **13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
- **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- **13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- **14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## 15.0 TERMINATION

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

- **15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### 16.0 SETTLEMENT OF DISPUTES

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

#### 17.0 PRIVILEGES AND IMMUNITIES:

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

## **18.0 TAX EXEMPTION**

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

exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

#### 19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### 21.0 OBSERVANCE OF THE LAW:

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

#### 22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract

is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### 23.0 SECURITY:

#### **23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph (a) above.

#### 24.0 AUDITS AND INVESTIGATIONS:

- **24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.
- 24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### 25.0 ANTI-TERRORISM:

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

### **26.0 AUTHORITY TO MODIFY:**

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