



14 August 2015

**REQUEST FOR PROPOSAL (RFP)**

**Process No. 35-33102**

**Providing Radio Show to Promote Voice and Participation of Person with Disability**

Dear Sir / Madam:

We kindly request your organization to submit your Proposal for Radio show to promote voice and participation of Person with Disability.

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

Proposals, **comprising of technical proposal and financial proposal in separate sealed envelopes**, must be submitted to below address **no later than 31 August 2015 by 11:00 a.m., Local Time**. Late proposal submission will be rejected unopened. Submission by email will not be accepted.

UNDP Cambodia  
Registry Office (located in Building No. 3, Ground Floor)  
No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia  
Tel: 023 216 167, Fax: 023 216 257  
Attn: Procurement Unit,  
E-mail: [procurement.kh@undp.org](mailto:procurement.kh@undp.org)

Proposal submitted via e-mail and not separate technical proposal from financial proposal will not be accepted and considered. UNDP will not be able to consider bids that contain the Technical and Financial proposals in one envelope and/or bids of which the operational and technical part contains any pricing information whatsoever in the services offered.

Your Proposal must be expressed in the 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.

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**Kolap Hul (Ms.)**  
Operations Manager

Date: 14 August 2015



## Description of Requirements

Context of the Requirement	Radio show to promote voice and participation of Person with Disability
Brief Description of the Required Services	<ul style="list-style-type: none"> <li>• Produce and rebroadcast live shows round table discussions focusing on the rights of people with disabilities particularly women and girls on employment challenges and opportunities</li> <li>• Produce and rebroadcast radio talk shows with involvement from experts and guest speakers from different institutions to tackle the issue of stigma and discrimination against person with disabilities in relation to education and employment</li> <li>• Produce radio spot to promote the round table discussion and radio talk show programmes</li> <li>• Conduct sub-national workshops and forums for persons with disabilities on employment focus including job-fairs</li> </ul>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>• <b>Output 1:</b> Produce and rebroadcast 16 Round Table Discussions forums on related employment challenges and opportunities for person with disabilities</li> <li>• <b>Output 2:</b> Produce and rebroadcast 36 radio talk shows on the issues of stigma and discrimination of person with disabilities in relation to education and employment.</li> <li>• <b>Output 3:</b> Produce and rebroadcast 4 Radio Spot about to promote/support the round table discussion forum and radio talk show</li> <li>• <b>Output 4:</b> Two sub-national workshops/forums focus on job fair and employment opportunities for persons with disabilities</li> <li>• <b>Output 5:</b> A rapid impact assessment report at the end of assignment to measure the impact of above two programmes with participated audiences</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	UNDP Programme Analyst
Location of work	The Main broadcasting station should be in Phnom Penh with possibility of airing coverage to at least other six provinces
Expected duration of work	4 months
Target start date	14 September
Latest completion date	31 December 2015
Travels Expected	All local travels to run the activities as stated in this ToR should be included proposal. UNDP will not pay or provide any additional budget or arrangement.
	Not Applicable

Special Security Requirements	
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Nil
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Submission of Proposal	<ul style="list-style-type: none"> <li>• Technical Proposal: The Offeror shall prepare one original and two copies of the proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible) along with the technical proposal envelope.</li> <li>• Financial Proposal: One original in separate sealed envelope</li> </ul>
Currency of Proposal	United States Dollars
Value Added Tax on Price Proposal	must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p>120 days</p> <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	Not permitted
Payment Terms	<ul style="list-style-type: none"> <li>• Payment terms is detailed in the attached Tor</li> </ul> <p>Condition for Payment Release: Within thirty (30) days from the date of meeting the following conditions:</p> <ol style="list-style-type: none"> <li>UNDP's written acceptance of the quality of the outputs; and</li> <li>Receipt of invoice from the Service Provider.</li> </ol>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Outputs to be reviewed by Programme Analyst and approved by ACD Programme



Type of Contract to be Signed	Contract for Professional Services
Preliminary Examination	The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution)</p> <p>The total score for each proposal will be calculated independently by the following formula:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">(TP Rating) x Weight of TP (70%) + (FP Rating) x Weight of FP (30%)</p> <p style="text-align: center;"><b>Total Combined and Final Rating of the Proposal</b></p> </div> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p><b>1. <u>Technical Proposal Evaluation (70%)</u></b></p> <p>The Technical Proposal of the offerors will be evaluated based on the following criteria:</p> <p>The total number of points allocated for the technical proposal is 100. The technical proposal of the offeror is evaluated based on following criteria:</p>

No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable
1	Expertise of organization	600
2	Proposed methodology and Approach	400
	Total	1000

No.	Technical Proposal Evaluation Form 1: Expertise of organization	Points Obtainable
1	Reputation of Organization and Staff / Credibility / Reliability / Professionalism, Impartiality/Independence	100
2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>Financial stability</li> <li>loose consortium, holding company or one firm</li> <li>age/size of the firm</li> <li>strength of project management support</li> <li>project financing capacity</li> <li>project management controls</li> </ul>	100
3	Experience in producing radio programs in relation to disability rights	100
4	Wide coverage of transmission in major provinces	100
5	Willingness to engage qualified person with disability to design and run the radio programmes.	100
6	Good experience in working in human rights related areas, advocacy and disability awareness raising	100
	Total:	600

No.	Proposed methodology and Approach	Points Obtainable
1	Proposed methodology and workplan to successfully carry out the assignment responding to the each required deliverables	300
3	Reporting and Quality Assurance Mechanism of Services	100
	Total	400

The minimum score required to pass the evaluation of technical proposal is 70% of the total obtainable score of 1,000 points.

**1. Financial Proposal (30%)**

	<input checked="" type="checkbox"/> Only the Financial Proposal of the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals will only be considered and opened for evaluation using the above formula.
UNDP will award the contract to:	One Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> <li>• Form for Submission of Technical Proposal (Annex 2)</li> <li>• Form for Submission of Financial Proposal (Annex 3)</li> <li>• General Terms and Conditions / Special Conditions (Annex 4)</li> <li>• Detailed Terms of Reference (Annex 5)</li> </ul>
Contact Information for Inquiries (Written inquiries only)	<p>UNDP Cambodia Registry Office (located in Building No. 3, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: <a href="mailto:procurement.kh@undp.org">procurement.kh@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>



**FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL<sup>1</sup>****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)**

[insert: Location].

[insert: Date]

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

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP Process No. 35-33102**, 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 indicating description of contract scope, contract duration, contract value, contract 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.

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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

- The service provider shall propose a tailored methodology to successfully carry out the assignment. 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.
- Timeline/work plan: The service provider shall submit the proposed timeline/work plan to implement the assignment as required in the terms of reference

**C. Qualifications of Key Personnel**

- The service provider shall submit the proposed team structure to successfully deliver the assignment. The specific roles and responsibilities of each team member shall be clearly presented. The service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification
- The service provider can propose more personnel than requirement based on the proposed methodology

**FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL<sup>3</sup>****(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)**

[insert: Location].

[insert: Date]

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

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

**A. Cost Breakdown of Outputs/Tasks [This is only an Example]:**

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

		Position	Time Input in Day/Month/Quantity	Person Remuneration/ Unit Rate	Total
	<b>Outcome XX</b>				
	<b>Output XX</b>				
1	Personnel Services				
	a. Expertise 1		[Home] [Field]		
	b. Expertise 2		[Home] [Field]		
2	Other Related Costs				
	<b>Output XX</b>				
1	Personnel Services				
	a. Expertise 1		[Home] [Field]		
	b. Expertise 2		[Home] [Field]		
2	Other Related Costs				

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

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



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

Description of Activity	Total Period of Engagement	Total Person Remuneration/Unit Rate	Total
<b>I. Personnel Services</b>			
1. Services from Home Office			
a. Expertise 1			
b. Expertise 2			
2. Services from Field Offices			
a. Expertise 1			
b. Expertise 2			
<b>II. Other Related Costs</b>			
1. Travel Costs			
2. Daily Allowance			
3. Communications			
4. Reproduction			
5. Equipment Lease			
6. Others			

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

**NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE SEALED ENVELOPES.**

**General Terms and Conditions for Services****1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**



The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

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

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

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

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



tear.

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

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

- 13.1** The recipient ("Recipient") of such information shall:



**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

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

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

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

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

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

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

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

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

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

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



appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

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

## **16.0 SETTLEMENT OF DISPUTES**

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1,



above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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



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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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



## 23.0 AUTHORITY TO MODIFY:

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

## TERMS OF REFERENCE Professional Service

### *Project Information*

<b>Assignment Title:</b>	Radio show to promote voice and participation of Person with Disability
<b>UNDP Issue CPD:</b>	Voice and Participation
<b>Cluster/Project:</b>	Programme/Strengthening Democratic Programme (SDP)
<b>Assignment Location:</b>	Phnom Penh
<b>Assignment Duration:</b>	4 months (September to December 2015)

### *Background and Project Description*

Citizen's participation remains a concern for Cambodia due to lack of appropriate and effective mechanisms for participation particularly for disadvantaged group including people with disabilities. Stigma and discrimination is a major barrier preventing people with disabilities from participating in society on an equal basis with others every day. They are denied for their rights to be included especially in the general school system and employment. They are considered as a burden to family, community and society. This constrains their opportunities for economic, political and social advancements.

Employment is a key to resilient for persons with disabilities and breaking the disability-poverty cycle (WHO 2011). Although many persons with disabilities would prefer to have a secure employment that brings a regular income, self-employment in the informal sector but in reality locally-based micro-enterprises is often their only option (Handicap International [HI] 2006:16). Women and girls with disabilities are at a greater risk. They are less likely than boys to be enrolled in any form of education, which results in very low rates of literacy among women with disabilities and, consequently, low rates of participation in civic life and work force. Women and girls are commonly the primary caregivers for household members with disabilities, which limits their opportunities for education and employment.

Self-confidence, motivation, business and technical skills, access to capital, education and networking are the key elements needed for the success of micro-enterprise and entering into labour market in general. However, these skills are usually unavailable for persons with disabilities. This requires a strong effort to be made from all relevant government and civil societies partners pay more attention on providing opportunities for young person with disability to have equal opportunity in employment through effective mechanism which involved by young person with disability and none disability. To achieve this goal the business model used must be adopted a rights-based approach and be empowering through increasing voice of persons with disabilities.

Strengthening Democratic Programme (SDP) of UNDP Cambodia has been implementing since 2011 aims at strengthening the formal and informal mechanisms for dialogues, representation and participation for people in Cambodia. SDP has been supporting on establishment of media platform for enhancing information flow and public dialogues on issues concerning to citizens and particularly vulnerable group. Building on the success of previous efforts to promote voice and participation of person with disabilities in civic engagement especially participating in the national election, SDP will continue to promote voice and participation of people with disabilities in relation to education and employment through establishing media platform where people with disabilities to enable their access to information as well as voice their concerns to the policy makers and implementers.



### **Objective of the Assignment**

The purpose of this assignment is to enhance young person with disability's participation and engagement in employment opportunities through establishing media platform and public forums to increase their access to information, demand for their rights and needs in relation to education and employment.

### **Scope of Work**

- Produce and rebroadcast live shows round table discussions focusing on the rights of people with disabilities particularly women and girls on employment challenges and opportunities.
- Produce and rebroadcast radio talk shows with involvement from experts and guest speakers from different institutions to tackle the issue of stigma and discrimination against person with disabilities in relation to education and employment.
- Produce radio spot to promote the round table discussion and radio talk show programmes.
- Conduct sub-national workshops and forums for persons with disabilities on employment focus including job-fairs.

### **Expected Outputs and Deliverables**

<b>N</b>	<b>Deliverables/Outputs</b>	<b>Estimated Duration to Complete</b>	<b>Target Due Dates</b>	<b>Review and Approvals Required</b>
1	Produce and rebroadcast 16 Round Table Discussions forums on related employment challenges and opportunities for person with disabilities.	Every week	Sept-Dec 2015	Assistant Country Director (ACD), UNDP Programme Analyst, UNDP
2	Produce and rebroadcast 36 radio talk shows on the issues of stigma and discrimination of person with disabilities in relation to education and employment.	Every week	Sept -Dec 2015	Assistant Country Director (ACD) Programme Analyst, UNDP
3	Produce and rebroadcast 4 Radio Spot about to promote/support the round table discussion forum and radio talk show	Every week	Sept-Dec 2015	Assistant Country Director (ACD) Programme Analyst, UNDP
4	Two sub-national workshops/forums focus on job fair and employment opportunities for persons with disabilities	N/A	Sept-Dec 2015	Assistant Country Director (ACD) Programme Analyst, UNDP
5	A rapid impact assessment report at the end of assignment to measure the impact of above two programmes with participated audiences.	N/A	Dec 2015	Assistant Country Director (ACD) Programme Analyst, UNDP

### **Institutional Arrangement**

The selected institution will be responsible to deliver the expected outputs of the assignment and report directly to UNDP Programme Analyst on a monthly basis to ensure that the work is moving on the right track and is implemented according to the agreed plan.

### ***Duration of the Work***

The work will commence from September to 31<sup>st</sup> December 2015.

### ***Location***

The Main broadcasting station should be in Phnom Penh with possibility of airing coverage to at least other six provinces.

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

- Established professionalism, impartiality, independence and technical competence in radio programming
- experience in producing radio programs in relation to disability rights
- Wide coverage of transmission in major provinces
- Willingness to engage qualified person with disability to design and run the radio programmes.
- Good experience in working in human rights related areas, advocacy and disability awareness raising

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

- The contract price is a fixed output-based price regardless of extension of the herein specific duration
- The Proposer must include airtime rental, logistics, fees for moderator and/ or other persons involved, promotional advertisements, any other
- Payments will be made upon submission of the scheduled deliverables as below:
  - 50% after the submission of the approved plan for Radio Shows.
  - 30% after completion first two months Radio Shows (Round Table Discussion Forum and Radio Talk Show, promotional activities and one sub-national workshop/forum) with two monthly progress reports.
  - 20% after completion of the last three months Radio Shows (Round Table Discussion Forum and Radio Talk Show, promotional activities and one sub-national workshop) with three monthly progress reports and a rapid assessment report.

### ***Recommended Presentation of Proposal***

The Service Provider shall submit the proposal with two sections. The technical section needs to contain: Brief background, detail description of the procedure to complete the tasks, activity schedule with list of deliverables, persons to be involved to conduct the assignment, Service Provider's contact person. Financial Section needs to contain, breakdown of all costs of logistics, fees for persons to be involved (if any), Airtime rental, Promotional advertisements, surveys (if any cost involved), any other (not mentioned above)