

REQUEST FOR PROPOSALS (RFP) BID DOCUMENT

International Consultancy Firm for Graphic Designer and Web Programmer

Procurement Reference No.: RSC/RFP/2016/04

Published (Posted on): August 18, 2016

Submission Deadline: September 11, 2016 by 11:59 PM

(UTC+03:00) Addis Ababa/Nairobi Time

Zone

United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia



LETTER OF INVITATION

ETHIOPIA

Date: August 18, 2016

Procurement Ref. No.: RSC/RFP/2016/04

Dear Sir / Madam:

We kindly request you to submit your Proposal for **International Consultancy Firm for Graphic Designer** and **Web Programmer**.

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

Proposals may be submitted on or before **September 11, 2016** and via email, courier mail or fax to the address below:

Attn: MY

Procurement Unit
United Nations Development Programme (UNDP)
ECA Compound Old Bld. 6th floor
P.O. Box: **5580**

Addis Ababa, Ethiopia

OR

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

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

Your Proposal must be expressed in **English** and valid for a minimum period of **120 days.**

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Janvier Wussinu
Deputy Country Director (Operations)
United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia



DESCRIPTION OF REQUIREMENTS

ETHIOPIA

No.	Data	Specific Instructions / Requirements
1	Context of the Requirement	☑ International Consultancy Firm for Graphic Designer and Web Programmer
2	Implementing Partner of UNDP	⊠ N/A
3	Brief Description of the Required Services	☑ International Consultancy Firm for Graphic Designer and Web Programmer
4	List and Description of Expected Outputs to be Delivered	☑ Defined in the ToR (Please Refer to Annex I)
5	Person to Supervise the Work/Performance of the Service Provider	□ RSCA Regional Coordinator
6	Frequency of Reporting	☑ Defined in the ToR (Please Refer to Annex I)
7	Progress Reporting Requirements	☑ Defined in the ToR (Please Refer to Annex I)
8	Location of work	☑ Defined in the ToR (Please Refer to Annex I)/Home Based
		☐ At Contractor's Location
9	Expected duration of work	
10	Target start date	☑ As soon as Contract is Issued
11	Latest completion date	☑ AS per the TOR
12	Liquidated Damages	☐ Will not be imposed
		oxtimes Will be imposed under the following conditions: 0.5% of contract
		for every day of delay, up to a maximum duration of 1 calendar
42		month. After which UNDP may terminate the contract.
13	Travels Expected	N/A − − − − − − − − − − − − − − − − − − −
4.4		☑ Defined in the ToR (Please Refer to Annex I)
14	Special Security Requirements	N/A
		☐ Security Clearance from UN prior to travelling
		☐ Completion of UN's Basic and Advanced Security Training
		☐ Comprehensive Travel Insurance
45	E 333 + 1 B 31 11 18155 (Others [pls. specify]
15	Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☑ Defined in the ToR (Please Refer to Annex I)
	must be excluded from Flice Proposal)	☐ Office space and facilities
		☐ Land Transportation
10	Implementation Cobedula in distant	☐ Others [pls. specify]
16	Implementation Schedule indicating breakdown and timing of activities/sub-	⊠ Required
	breakdown and diffing of activities/Sub-	□ Not Required

	activities.	
17	Names and Curriculum Vitae of	⊠ Required
	individuals who will be involved in	□ Not Required
	completing the services	
18	Currency of Proposal	☑ United States Dollars
		□ Euro
		☐ Local Currency
		☐ Reference date for determining UN Operational Exchange Rate: On
		the last day of submission of Proposals
19	Value Added Tax on Price Proposal	☐ Must be exclusive of VAT and other applicable indirect taxes
		☑ Must be inclusive of VAT and other applicable indirect taxes
20	Validity Period of Proposals (Counting for	□ 60 days
	the last day of submission of quotes)	□ 90 days
		☑ 120 days
		☑ In exceptional circumstances, UNDP may request the Proposer to
		extend the validity of the Proposal beyond what has been initially
		indicated in this RFP. The Proposal shall then confirm the
		extension in writing, without any modification whatsoever on the
		Proposal.
21	Partial Quotes	Not permitted ■
		☐ Permitted [pls. provide conditions for partial quotes, and ensure
		that requirements are properly listed to allow partial quotes
22	Decima and Taims of	(e.g., in lots, etc.)]
22	Payment Terms ¹	☑ Defined in the ToR (Please Refer to Annex I)
		■ 100% upon completion of the designated service and within thirty
		(30) days from the date of meeting the following conditions: a. UNDP's written acceptance (i.e., not mere receipt) of the
		a. UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and
		b. Receipt of original invoice from the Service Provider.
23	Person(s) to review/inspect/ approve	☑ Project Manager/Team Leader
	outputs/completed services and	= 1.10jost 1.ta.lago., 1.ca.lii =ca.ao.
	authorize the disbursement of payment	
24	Type of Contract to be Signed	☐ Purchase Order
		☑ Contract for Professional Services
		☐ Long-Term Agreement
		☐ Other Type of Contract [pls. specify]
25	Criteria for Contract Award	☐ Lowest Price Quote among technically responsive offers
		☑ Highest Combined Score (based on the 70% technical offer and
		30% price weight distribution)
		□ 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.

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

26	Criteria for the Assessment of Proposal	Technical Proposal (70%)
20	Criteria for the Assessment of Froposal	
		□ Proposed Methodology, Approach and Implementation Plan 40%
		✓ Management Structure and Key Personnel 30%
		Please Refer to Annex IV – Summary of Technical Points
		Financial Proposal (30%)
		☐ To be computed as a ratio of the Proposal's offer to the lowest
		price among the proposals received by UNDP.
27	UNDP will award the contract to:	☑ One and only one Service Provider
		☑ One or more Service Providers, depending on the following
		factors: [clarify fully how and why this will be achieved. Please
		do not choose this option without indicating the parameters for
		awarding to multiple Service Providers]
28	Annexes to this RFP	☑ Detailed TOR (Annex I)
		☑ Technical Proposal Template (Annex II)
		☑ Financial Proposal Template (Annex III)
		□ Summary of Technical Points (Annex IV)
		☑ General Terms and Conditions / Special Conditions (Annex V)
		☐ Others [specify]
29	Contact Person for Inquiries	☑ Focal Person in UNDP: MY
	(Written inquiries only) ²	☑ Unit: Procurement Unit
		☐ Address: United Nations Development Programme (UNDP)
		ECA Compound Old Bld. 6th Floor
		Addis Ababa, Ethiopia
		⊠ Facsimile: +251 11 5514599 / +251 11 5515147
		⊠ P.O. Box: 5580
		⊠ E-mail address dedicated for this purpose:
		info.procurementet@undp.org
		oximes It is advantageous for a prospect Consulting Firm to express its
		interest in the captioned RFP Bid Notice ahead at
		info.procurementet@undp.org so that amendments and/or
		related Supplemental Information on respective RFP could be
		directly communicated.
		☑ 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.
30	Deadline of Submission	☑ Date and Time: September 11, 2016 by @ 11:59 PM
		☑ Time Zone: (UTC+03:00) Addis Ababa/Nairobi
31	Allowable Manner of Submitting	☐ Courier/Hand Delivery
	Proposals	☑ Electronic submission of Bid ³
	-	M LICEUTHIC SUDMISSION OF DIU

-

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

32	Conditions and Procedures for electronic	☑ Official Address for e-submission : procurement.et@undp.org
	submission and opening, if allowed	 ☑ Free from virus and corrupted files
	,	 ☑ Format: PDF files only and password protected
		☑ Password for Technical Proposal must not be provided to
		UNDP until the date and time of Bid Opening as indicated in the
		following row (Row No. 33 hereunder). Password for
		Financial Proposal, however, will be requested from those
		Proposers whose Technical proposals have been found
		Technically Qualified by the Technical Evaluation Panel.
		Microsoft 2007 & Microsoft 2010
		☑ Max. File Size per transmission: 8MB. Thus, if the file size is
		greater than 8MB send them in batches and indicate the
		batch number to easily trace.
		No. of copies to be transmitted: only One, do not send the
		proposals time and again to avoid messes of locating the
		proposals. UNDP/Procurement Unit will not be liable for failing to
		locate a right proposal owing to repetitively sending proposals.
		☑ Mandatory subject of email: your proposals shall be sent in a
		separate files or envelops as Technical and Financial under
		the following subject line***:
		1. For Technical –RSC/RFP/2016/04 - Technical Proposal -
		[insert Proposing Firm Business Name]
		2. For Financial – RSC/RFP/2016/04 - Financial Proposal -
		[insert Proposing Firm Business Name]
		☑ For failing and/or incorrectly state the above subject line may
		result in failing to exactly locate your proposals as the
		Procurement Unit processes several of such type bid process and
		will not be liable for any consequences thereof
		☑ Once you submitted your proposals electronically to designated Secured Email and/or using Courier; kindly
		confirm same (without attaching the proposals for the
		purpose keeping its integrity) to the Focal Person the
		submission of the proposals. The Focal Person Address:
		Attn: MY at info.procurementet@undp.org
		Your confirmation is important in order to ensure all
		Proposing Firms' proposals are not missed and
		considered for subsequent Technical Evaluation. ***
		☐ Other conditions: [pls. specify]
		*** Compulsory
33	Date, time and venue for opening of	☑ Date and Time: September 11, 2016 @ 11:59 PM
	Proposals	⊠ Time Zone: (UTC+03:00) Addis Ababa/Nairobi
		□ Venue: United Nations Development Programme (UNDP)
		ECA Compound Old Bld. 6 th Floor, North Wing
		Red Conference Room, Addis Ababa, Ethiopia
		oximes Bidders attendance is not required. Opening will be done on the
		presence of approved Technical Evaluation Panel

34	Post-Qualification Actions	☑ Verification of accuracy, correctness and authenticity of the
		information provided by the bidder on the legal, technical and financial documents submitted;
		☑ Validation of extent of compliance to the ITB requirements and
		evaluation criteria based on what has so far been found by the evaluation team;
		☐ Inquiry and reference checking with Government entities with
		jurisdiction on the bidder, or any other entity that may have done business with the bidder; and
		☑ Inquiry and reference checking with other previous clients on the quality of performance on going or previous contracts completed;
		$\hfill\Box$ Physical inspection of the bidder's plant, factory, branches or
		other places where business transpires, with or without notice to the bidder;
		\square Testing and sampling of completed goods similar to the
		requirements of UNDP, where available; and
		□ Others
35	Conditions for Determining Contract	☐ Upon duly signed Contract Agreement by UNDP and Prospect
	Effectivity	Service Provider which will score the highest in the combined rating (Technical and Financial proposals)
		☐ UNDP's receipt of Performance Bond
		☐ UNDP's receipt of Professional Indemnity Insurance
		☐ Note Applicable
		☐ Others [click here to specify]



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

GENERAL INFORMATION

Services/Work Description: Graphic Designer and Web Programmer

Project/Program Title: Preventing and Responding to Violent Extremism in Africa: A development

Approach

Duty Station:Home-basedType of the Contract:International FirmDuration:70 working days

Expected Start Date: October 1 2016 or immediately

I. BACKGROUND / RATIONALE

The growth of violent extremism - and the devastating impact of groups espousing violent ideologies – is not only setting in motion a dramatic reversal of development gains already made, but threatening to stunt prospects of development for decades to come. Absolutist ideologies that reject co-existence, tolerance and progress represent an existential threat to many countries. Such ideologies have found recruits amongst youth who believe they have been failed by the state and excluded from legitimate political and economic processes. The United Nations Development Programme (UNDP) as the leading development agency in the United Nations system has sought to understand the drivers of radicalization, its manifestations at the national and regional level and how government, communities and citizens can be supported to respond which ensures the protection and promotion of human rights. With this in mind, UNDP Africa has developed a four (4) year regional project anchored UNDP Africa's Regional Programme that will contribute to preventing and responding to the growth of violent extremism across the continent. The project articulates a development response and addresses structural, causative or perpetuating factors. The initiative focuses on twelve (13) countries including: countries at the epicentre of the crisis; neighbouring countries affected by violent extremism and countries at risk. As part of the project, UNDP has carried out a study to better understand the journey to extremism. The study consists of over 400 interviews with individuals belonging to extremist groups, some who are currently incarcerated, as well as their family members. The results of the survey will be thoroughly analysed and will result in a report that will be released in both print and web-based versions.

II. OBJECTIVES OF THE SERVICE / WORK

UNDP is now seeking an agency/studio (hereafter referred to as 'firm') that can provide a designer and a web programmer to support the design and technical development and delivery of both the print and web-based versions of the report.

III. SCOPE OF THE SERVICE / WORK

The firm will provide a two-person team (hereafter referred to as the 'team'), which will include a graphic designer and a web programmer. The team will be responsible for the development, delivery and functionality of both the print and web-versions of the report.

- 1. The designer will develop storyboards for print and web versions of report results and execute their production. The designer will work in close collaboration with the UNDP communications team to finalise a strategy.
- 2. In line with the communications strategy, the designer will develop the web and print layout of the report
- 3. Design new concepts, text lay-out, graphics, visualisations and lay-outs for the both versions;
- 4. The web programmer will deliver across all stages of web site development including concept, design, build, deploy, test, release and support;
- 5. The web programmer will ensure that performance of the website is ensured in all connection speeds and website pages are accessible;
- 6. The designer will design and deliver print media, including brochures, rolling banners and information graphics, that summarizes report results (which will be part of the communications strategy)

7. The team will create animations for illustrative purposes such as presentations and more advanced solutions such as interactive visuals and videos;

IV. EXPECTED OUTPUTS / DELIVERABLES

The team is expected to produce the products outlined below:

- Web-based version of the report, including interactive visuals that summarise results of the study. UNDP provide the URL and host the website
- Print based version of the report. This will include the full report as well as summaries and information graphics of the
 results.
- · Interactive digital publications, including videos and visualisations which will be hosted on the website
- Communication products that can be used on social media platforms

V. METHODOLOGY / APPROACH OF THE SERVICE (WORK)

The team will work together with close communication with the team at the UNDP RSCA to deliver web-based and print versions of the report.

VI. LOCATION, DURATION AND TIMEFRAME OF THE WORK / DELIVERABLES/OUTPUT

This consultancy assignment will be home-based for a total of 120 working days. The firm will be responsible for providing the designer and web-programmer with computers, internet access, printers and other materials required to execute the deliverables and outputs stated.

No.	Deliverables	Location and Action to be	Duration
		Undertaken	(approx.)
1	Development and delivery of story boards, sketches	Home-based	20 working days
2	Development and delivery of print version of report	Home-based	20 working days
3	Development and delivery of web version of report	Home-based	20 working days
4	Delivery of other communications and digital publications	Home-based	10 working days
Tota	al Working Days		70 working days

VII. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

The designer and web-programmer will report directly to the Regional Programme Coordinator but will work closely with the project team at the Regional Service Centre for Africa. They will be part of the development of the media strategy for the release and will also therefore also work with the Communications team at the Centre. Both designer and web-programmer will update the Coordinator on a weekly basis but will also be required to report with expected outputs at given agreed upon time periods (see table above).

VIII. PAYMENT MILESTONES AND AUTHORITY

Prospective Service Provider will indicate the cost of services for each deliverable in US dollars when applying for this consultancy. The Proposer will be paid based on the effective UN exchange rate (in case of other currency denomination), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder. In accordance with UNDP rules, the lump sum contract amount to be offered should consider the professional fee inclusive of travel, living allowances, communications, taxes, out of pocket expenses, and other ancillary costs.

A winning Proposer shall then be paid the lump sum contract amount upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of	Deliverables or Documents to be	Approval should be	Percentage
Payment/ Period	Delivered	obtained from:	of Payment
1 st Installment	Finalised versions story boards, sketches	Regional Coordinator	10%
2 nd Installment	Finalised print version of report	Regional Coordinator	30%
3 rd Installment	Finalised web version of report and other communications and digital publications	Regional Coordinator	35%
4 th Installment	Other print and digital communications products	Regional Coordinator	25%

IX. MINIMUM ORGANIZATION AND CONSULTANCY TASK FORCE REQUIREMENTS

9.1 Minimum Organization Requirements

The firm should be a studio or an agency that provides graphic design solutions with a particular focus on branding. The firm should also have web development capacity and experience producing web-based and interactive storytelling/concepts. The prospective Service Provider is expected to have services of both graphic designer(s) and web-developer(s).

Graphic Designer

Academic Qualification:

Advanced in Graphic Design, Visual Arts, Communications and/or Media, Web Design or other closely related field. If
the individual does not have an advanced degree in the required field, the education criteria may be met through
additional certifications or courses in the relevant field.

Experience:

- At least ten years of professional experience in graphic design for website development for a wide range of clients proved through portfolio.
- The Designer must be a specialist in branding and building visual concepts and story telling and have experience working with photography and/or photojournalists

Competencies:

- Proven advanced skills in in current graphic design practices and web production software, including Adobe CSS (Photoshop, Illustrator, InDesign, Dreamweaver, After Effects);
- Experience in making creative sketches and illustrations for digital platforms;

Web Developer

Academic Qualification:

Advanced degree or equivalent in Computer Science, Technical Design or a closely related field

Experience:

• At least five years of professional experience in web based systems and implementation including experience in developing interactive visualizations and visual storytelling. As the web programmer will be working closely with the designer, he/she should experience and/or background in design

Competencies:

- Experience with CMS open-source, proprietary and custom solutions
- Familiarity with W3C web standards for web design, development, content and accessibility
- Knowledge and experience in website design and usability
- Knowledge of mySQL and database management system
- Experience working with designers and executing design concepts into web versions
- Excellent debugging and optimisation skills
- Knowledge and experience with d3 desired

X. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the Procurement Notice, qualified Consultancy Firm is expected to submit both the Technical and Financial Proposals. Accordingly; the firm will be evaluated based on Cumulative Analysis as per the following conditions:

- Responsive/compliant/acceptable as per the Instruction to Bidders (ITB) of the Standard Bid Document (SBD), and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. In this regard, the respective weight of the proposals are:
 - a. Technical Criteria weight is 70%
 - b. Financial Criteria weight is 30%

XI. LOGISTICAL SUPPORT

Any logistical support required must be provided by the firm

XII. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, a Service Provider advised to use a proposed Table of Contents. Hence, your Technical Proposal document must have at least the preferred content as outlined in the respective RFP Proposal Submission Form.

XIII. CONFIDENTIALITY AND PROPRIETARY INTERESTS

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

XIV. ANNEXES TO THE TOR

Existing literature or documents that will help Offerors gain a better understanding of the project situation and the work required should be provided as annex/es to the TOR, especially if such literature or documents are not confidential.

PROPOSED STANDARD TECHNICAL PROPOSAL EVALUATION CRITERIA

Herewith please find the **Standard Technical Proposal Evaluation Criteria** along with respective allocated weight template for Requester's subsequent review. As per the relevance of the proposed criteria it can either:

- a. Redistributed the allocated weight;
- b. Delete specific criteria if you find it irrelevant or less relevant; or
- c. Replace with new criteria along with corresponding allocated weight

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	30%	300
2	Proposed Methodology, Approach and Implementation Plan	40%	300
3	Management Structure and Key Personnel	30%	400
	TOTAL	100%	1000

Expertis	se of the Firm / Organization	Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation - Should be a design studio or a design agency that specializes or works significantly with branding - A small firm (not large corporate design houses) - Project Financing Capacity - Project Management Control	90
1.3	Extent to which all tasks will be done in-house. (No subcontracting should be required)	15
1.4	Quality assurance procedure, warranty	25
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects	120
	SUB TOTAL	300

	•	
	al Proposal Evaluation (FORM II) ed Methodology, Approach and Implementation Plan	
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	40
2.3	Are the different components of the project adequately weighted relative to one another?	30
2.4	Is the conceptual framework adopted appropriate for the task?	50
2.5	Is the scope of task well defined and does it correspond to the TOR?	80
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	70
	SUB TOTAL	300
Technic	al Proposal Evaluation (FORM III)	
Manage	ment Structure and Key Personnel	
3.1	Graphic Designer General Qualification Suitability for the Project	
	Minimum 10 years of experience in design industry with	70
	Specialisation in branding and building visual concepts	50
	Proven advanced skills in in current graphic design practices and web production software, including Adobe CSS (Photoshop, Illustrator, InDesign, Dreamweaver, After Effects).	40
	Previous demonstrated experience in visual story telling through use of photography, digital graphics etc.	40
	Experience working with photography and/or photo-journalists.	40
	SUB TOTAL	240
3.2	Web Programmer General Qualification Suitability for the project	
	At least five years of professional experience in web based systems and web site design.	70
	Experience in developing interactive visualizations and visual storytelling.	40
	Background in technical design and/or experience in executing static design concepts into web versions	50
	SUB TOTAL	160
	Aggregate	1000

Cover Page

International Consultancy Firm for Graphic Designer and Web Programmer

Procurement Reference No.: RSC/RFP/2016/04

Technical Proposal

Legal Name of Proposing [insert here]

Organization / Firm:

Country of Registration: [insert here] **Year of Registration:** [insert here]

Name of Signatory for [insert here]

this Proposal:

Designation of the [insert here]

Signatory:

Date of Preparation: [insert here]

Email: [insert here]

Business Address: [insert here]

Phone / Fax: [insert here]

14

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

Table of Contents

Page

TECHNICAL PROPOSAL COVER PAGES

Cover Letter (use the template hereto)

Statement of Declaration (use the template hereto)

Statement of Full Disclosure (use the template hereto)

Statement of Full Disclosure (use the template hereto)

SECTION I. QUALIFICATION OF SERVICE PROVIDER

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

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

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

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

- 3.1 Management Structure
- 3.2 Staff Time Allocation
- 3.3 Qualifications of Key Personnel with Written Confirmation of Availability
- 3.4 Summary of Key Personnel Qualifications

CV of Task Manager / Team Leader

CV of Lead Consultant / Senior Consultant

CV of Associate Consultant / Junior Consultant

CV of Support Staff - if any

BANK REFERENCE

ANNEXES

Renewed Company Registration Certificate and/or Business License including Articles of Incorporation or equivalent document if Bidder is not a corporation (Annex 1)

Tax Registration or TIN/VAT Certificate (Annex 2)

Tax Payment Certificate or Certificate of Tax Exemption by the Internal Revenue Authority (Annex 3)

Past Two Years Audited Financial Statements (Annex 4)

Statement of Satisfactory Performance from Top Three Firms in the Past Five Years (Annex 5)

Bank Reference (Annex 6)

Other Certificates and Accreditations – including Quality Certificates, Patent Registration, Environmental Sustainability (if any), etc. (Annex 7 . . .)

Documentation Checklist (please refer to the checklist attached hereto)

Cover Letter

To: Janvier Wussinu

Deputy Country Director – Operations United Nations Development Programme Addis Ababa, Ethiopia

Dear Mr. Wussinu;

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

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

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

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

Full Name:	
Signature:	
Date Signed:	

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

Date: [insert the date]

Statement of Declaration

To: Janvier Wussinu

Deputy Country Director – Operations United Nations Development Programme Addis Ababa, Ethiopia

Dear Mr. Wussinu;

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

We hereby declare that:

- i. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- ii. We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- iii. We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- iv. We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP. We confirm that we have read, understood and hereby accept the Terms of Reference (ToR) describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

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

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

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

We remain,	
Yours sincerely,	
Authorized Signature [In full and initials]:	
Name of Signatory:	
Title of Signatory:	
[Please Mark this Letter with your Corporate Seal]	

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

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

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

Date: [insert the date]

Statement of Full Disclosure

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

Dear Mr. Wussinu;

We remain,

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

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

Yours sincerely,		

Authorized Signature [In full and initials]: _	
Name of Signatory:	
Title of Signatory:	

[Please Mark this Letter with your Corporate Seal]

18

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

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

TECHNICAL PROPOSAL SUBMISSION FORM¹⁰

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

[insert: Location] [insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

SECTION I. QUALIFICATION OF SERVICE PROVIDER

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

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

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

^{*}Correct email address(es) is compulsory

SECTION II. PROPOSED METHODOLOGY FOR THE COMPLETION OF SERVICES

The Service Provider must describe how it will address/deliver:

- a. The demands of the RFP;
- b. Providing a detailed description of the essential performance characteristics;
- c. 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;
- d. Implementation timeline and/or work plan using the proposed methodology/approach

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

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

e. Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. *You are kindly advised to use the format below*:

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

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

SECTION III. QUALIFICATIONS OF KEY PERSONNEL

The Service Provider must provide:

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

Tou are kinaly darised to use the formal belon	y •
Name:	
Position for this Contract:	
Nationality:	
Contact Information:	
Specialization (field of study):	
Years of relevant Work Experience:	
Countries of Work Experience:	
Language Skills:	
Educational and other	
Qualifications:	
Summary of Experience: Highlight exp	perience in the region and on similar projects.

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

Declaration:

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

Signature of the Nominated Team Leader/Member*:	
Date Signed:	
* It should be signed by the proposed consultant whose C	V to be attached in the Technical Proposal

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

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

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

BANK REFERENCE DETAILS

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

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

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

Documentation Checklist

SN	Documentation Requirement	Yes	No	If "No" Reason
1	Renewed Business License and/or Company Registration			
	Certificate with Articles of Incorporation or equivalent			
	document if Bidder is not a corporation			
2	Tax Registration or TIN/VAT Certificate – for business firms			
3	Tax Payment Certificate or Certificate of Tax Exemption by			
	the Internal Revenue Authority – for business firms			
4	The Service Provider has the minimum years of experience			
	in the area indicated in the ToR			
5	Past Two Years Audited Financial Statements – for business			
	firms			
6	Statement of Satisfactory Performance from Top Three			
	Firms/organizations in the Past Five Years			
7	Completed Detailed Bank Reference			
8	Duly Signed CV of Task Manager / Team Leader			
9	Duly Signed CV of Graphic Designer			
10	Duly Signed CV of Web Programmer			
11	Acceptance of Request for Proposal (RFP) General Terms			
	and Conditions			
12	Other Certificates and Accreditation – including Quality			
	Certificates, Patent Registration, Environmental			
	Sustainability (if any), etc.			
	Note: Double click on the respective Check Box and click checked	in the dia	llogue box	of your choice.
All othe	er information and documentations that we have not provide	ed autom	natically im	nplies our fully compliance
	e requirements, terms and conditions of the ITB.		,	photo our run, compnume
Full N	ame:			
Desig	nation:			
Signa	ture:			
	Signed: Company	Seal:		

Cover Page

International Consultancy Firm for Graphic Designer and Web Programmer

Procurement Reference No.: RSC/RFP/2016/04

Financial Proposal

Name of Proposing [insert here]

Organization / Firm:

Country of Registration: [insert here] **Name of Signatory for** [insert here]

this Proposal:

Date of Preparation: [insert here]
Email: [insert here]
Address: [insert here]
Phone / Fax: [insert here]

24

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

Cover Letter

To: Janvier Wussinu

Deputy Country Director – Operations United Nations Development Programme Addis Ababa, Ethiopia

Dear Mr. Wussinu;

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

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

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

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

Date Signed:	Corporate Seal:	
Signature:		
Full Name:		

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

FINANCIAL PROPOSAL FORM¹⁴

Directions:

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

I. BREAKDOWN OF COST BY COMPONENTS:

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

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

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

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

II. BREAKDOWN OF COST BY DELIVERABLES*

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

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

^{*}Basis for payment tranches

Full Name:	
Signature:	
Date Signed:	

ANNEX IV

SUMMARY OF TECHNICAL POINTS

Summar	y of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
1	Expertise of Firm / Organization	30%	300
2	Proposed Methodology, Approach and Implementation Plan	40%	300
3	Management Structure and Key Personnel	30%	400
	TOTAL	100%	1000

Experti	se of the Firm / Organization	Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry	5
1.1	Standing	J
1.2	General Organizational Capability which is likely to affect implementation - Should be a design studio or a design agency that specializes or works significantly with branding - A small firm (not large corporate design houses) - Project Financing Capacity - Project Management Control	9
1.3	Extent to which all tasks will be done in-house. (No subcontracting should be required)	1
1.4	Quality assurance procedure, warranty	2
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects	12
	SUB TOTAL	30
	cal Proposal Evaluation (FORM II)	
ropos	ed Methodology, Approach and Implementation Plan	
ropos 2.1	ed Methodology, Approach and Implementation Plan To what degree does the Proposer understand the task?	
2.1 2.2	ed Methodology, Approach and Implementation Plan To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail?	4
ropos 2.1	ed Methodology, Approach and Implementation Plan To what degree does the Proposer understand the task?	4
2.1 2.2	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative	3
2.1 2.2 2.3	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	4 3 5
2.1 2.2 2.3 2.4	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task?	4 3 5 8
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL	5 8 7
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III)	5 8 7
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III) Ement Structure and Key Personnel	5 8 7
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III)	5 8 7
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III) Dement Structure and Key Personnel Graphic Designer	5 8 7
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III) Sement Structure and Key Personnel Graphic Designer General Qualification Suitability for the Project Minimum 10 years of experience in design industry with	4 3 5 8 7 30
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III) Dement Structure and Key Personnel Graphic Designer General Qualification Suitability for the Project Minimum 10 years of experience in design industry with Specialisation in branding and building visual concepts	3 4 3 5 8 7 30
2.1 2.2 2.3 2.4 2.5 2.6	To what degree does the Proposer understand the task? Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Is the conceptual framework adopted appropriate for the task? Is the scope of task well defined and does it correspond to the TOR? Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? SUB TOTAL Cal Proposal Evaluation (FORM III) Sement Structure and Key Personnel Graphic Designer General Qualification Suitability for the Project Minimum 10 years of experience in design industry with	30

	InDesign, Dreamweaver, After Effects).	
	Previous demonstrated experience in visual story telling through use of	40
	photography, digital graphics etc.	
	Experience working with photography and/or photo-journalists.	40
	SUB TOTAL	240
3.2	Web Programmer	
	General Qualification	
	Suitability for the project	
	At least five years of professional experience in web based systems and	70
	web site design.	
	Experience in developing interactive visualizations and visual storytelling.	40
	Background in technical design and/or experience in executing static	50
	design concepts into web versions	
	SUB TOTAL	160
	Aggregate	1000



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.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- **13.1** The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- **13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - **13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 - **13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- **13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- **13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- **18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides interalia 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.