

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: September 16, 2016
	REFERENCE: RFP/MAR2016/003
	Consulting Services for the design,
	dossier preparation and editing of
	technical booklets on PV power
	generation in English and French
	Versions (Project 00076772)

Dear Sir / Madam:

We kindly request you to submit your Proposal for the design, dossier preparation and editing of full colour booklets in English and French on the benefits of generating electricity from solar photovoltaic energy in Mauritius.

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

Proposals may be submitted on or before Thursday, October 13, 2016, 14.00 hrs. Mauritius Time, via courier mail to the address below:

United Nations Development Programme – Mauritius and Seychelles Country Office
6th floor, Anglo Mauritius House
Intendance Street
Port Louis - Mauritius

Attention: The Head of Procurement Unit

Your Proposal must be expressed in the English language, and valid for a period of 120 days, counting for the last day of submission of quotes.

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/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.

Keswar Leelah

Sincerely you

Operations Manager, UNDP

9/16/2016

Description of Requirements

Context of the Requirement	The project, "Removal of Barriers to Solar PV Power Generation in Mauritius, Rodrigues and the Outer Islands", is funded by Global Environment Facility (GEF) and supported by UNDP, to promote and accelerate a climate-friendly solution to the energy situation in Mauritius through harnessing its abundant solar radiation for PV-based electricity generation to supply the grid. The project's goal is to reduce greenhouse gas (GHG) emissions by creating favourable legal, regulatory and market environment and building institutional, administrative and technical capacities to promote the utilisation of the country's favourable solar radiation potential for PV grid-connected electricity generation.
Implementing Partner of UNDP	Central Electricity Board (CEB) / Ministry of Energy and Public Utilities.
Brief Description of the Required Services	See annex 4 – Detailed Terms of Reference The potential offeror can contact UNDP procurement office in Mauritius to obtain information on the proposed booklet design and contents. The selected consultant will have to work in collaboration with UNDP printer during the printing process and make any correction to the electronic / digital booklet after approval by UNDP. The printing process by UNDP's printer will start as soon as the final electronic booklets are approved and handed over to UNDP.
List and Description of Expected Outputs to be Delivered	Graphic Design for the English and French technical booklet. Text Preparation in English and French. Electronic document of not more than 20 pages in English and French, after review and approval by project team. Liaison with UNDP printer to review and modify the electronic document, if required, approval by UNDP.
Person to Supervise the Work/Performance of the Service Provider	Procurement Assistant, 2. Project Manager and 3. Environment Programme Analyst - UNDP
Frequency of Reporting	Weekly and as needed
Progress Reporting Requirements	Liaison with project team as required during the assignment. Mode of communication will be email, telephone and meetings. A one page report on progress.
Target start date	07 November 2016
Latest completion date	30 November 2016
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required □ Not Required
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Names and curriculum vitae of individuals who will be involved in completing the services	■ Required □ Not Required				
Currency of Proposal	☑ United States Dollars☑ Euro☑ Local Currency				
Value Added Tax on Price Proposal	☐ must be inclusive of VAT and other applicable indirect taxes ☑ must be exclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals (Counting for the last day of submission of quotes)	☑ 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.				
Partial Quotes	■ Not permitted				
No. of copies of Proposal that must be submitted.	Original: One (1) in hard for Copies: One (1) in hard for Proposals should be submit One CD for the quotation in labelled with the RFQ rame of bidder. Additionally, the envelope appropriate: "RFP/MAI on PV Power Generation Proposer.	mat tted in soft cop n their sealed e eference: "RFF should be clea R2016/003 – C	envelopes. P/MAR201 rly marked onsultancy	The CD shall be clearly 6/003" as well as the lon the outside as Services for Booklets	
	Outputs	Percentage	Timing	Condition for Payment Release	
	Graphic Design for English and French Booklet	30%	17 Nov	Within thirty (30) days from the date of meeting the following	
	Text Preparation in English and French	30%	17 Nov	conditions: a) UNDP's written acceptance (i.e.,	
Payment Terms	Final Edition and Delivery of Electronic Document in English and French for UNDP's Printer	25%	23 Nov	not mere receipt) of the quality of the outputs; and b) Receipt of invoice	
	Delivery of Final Electronic Document, Ready for Printing after Liaison with Project Team and UNDP's Printer	15%	30 Nov	from the Service Provider.	

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	1. Project Manager, 2. Environment Programme Analyst - UNDP
Type of Contract to be Signed	☑ Purchase Order
	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
Criteria for Contract Award	☑ 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.
	Technical Proposal (70%)
Criteria for the Assessment	☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan - 25%
of Proposal (Annex 5)	☑ Management Structure and Qualification of Key Personnel – 50% Pass mark for technical proposal is 70% (i.e. 280 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.
UNDP will award the contract to:	図 One and only one Service Provider
	☑ Form for Submission of Proposal (Annex 2)
	☑ General Terms and Conditions / Special Conditions (Annex 3)¹
Annexes to this RFP	☑ Detailed TOR (Annex 4)
	☑ Criteria for Assessment of Technical Proposal (Annex 5)
Contact Person for Inquiries (Written inquiries only) ²	Ms. Nishi Sewsurn Procurement Assitant Email: nishi.sewsurn@undp.org 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.
Last Date of Submission of Inquiries	Thursday 29 September 2016, 10:00 hrs UTC

Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be

grounds for disqualification from this procurement process.

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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL3

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

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

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

A. 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) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- c) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- d) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

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

³ This serves as a guide to the Service Provider in preparing the Proposal.

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

C. 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.;
- b) CVs demonstrating qualifications must be submitted; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Graphic Design for English and French Booklet	30%	11 - 125 -
2	Text Preparation in English and French	30%	ADMO K
3	Final Edition and Delivery of Electronic Document in English and French for UNDP's Printer	25%	
4	Delivery of Final Electronic Document, Ready for Printing after Liaison with Project Team and UNDP's Printer	15%	Michelle 1
	Total	100%	

^{*}This shall be the basis of the payment tranches

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 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.
- 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

- 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.
- 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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 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.

Detailed Terms of Reference

Consulting Services for the Design, Dossier Preparation and Editing of Technical Booklets on PV Power Generation in English and French Versions

- 1. Solar Photovoltaic Energy: Using energy from the sun to produce electricity
- 2. Energie Photovoltaïque : L'Electricité du soleil

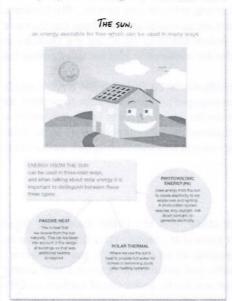
1. Background

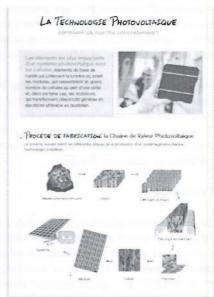
The project, "Removal of Barriers to Solar PV Power Generation in Mauritius, Rodrigues and the Outer Islands", is funded by Global Environment Facility (GEF) and supported by UNDP, to promote and accelerate a climate-friendly solution to the energy situation in Mauritius through harnessing its abundant solar radiation for PV-based electricity generation to supply the grid. The project's goal is to reduce greenhouse gas (GHG) emissions by creating favourable legal, regulatory and market environment and building institutional, administrative and technical capacities to promote the utilisation of the country's favourable solar radiation potential for PV grid-connected electricity generation.

2. Scope of Works

The project management team intends to publish a booklet that will give a brief introduction to solar photovoltaic technology, its applications, benefits and opportunities for going solar in Mauritius as well as the lessons learnt during the project lifecycle: technical requirements, possible sources of funding, suppliers in the local market, the legal frameworks, operations and maintenance and environment benefits.

The consultant will design, prepare the contents and set the layouts for one booklet in English and another booklet in French. A proposed design is indicated below:





English Version

French Version

©: Photovoltaic energy - electricity from the sun [European Photovoltaic Industry Association)

The booklets shall not exceed twenty pages, inclusive of the covers. The booklets shall be in an electronic form and the consultant must mention the format of the electronic files.

This Request for Proposal is comprised of two stages. Stage I involves the design/layout, and dossier preparation (articles and information of the booklet). Stage II includes the editing (in digital format) and collaboration with UNDP's printer.

STAGE I Design/Layout and Dossier Preparation (English and French Versions)

Layout, graphic designs and text / dossier preparations are expected to be completed in close communication the UNDP project team. The booklet will have at least the following contents for the English and French versions:

- Solar Photovoltaic Technology Basic Introduction
 - o Element of the Photovoltaic system
 - Overview of available technologies for PV modules
- Solar Photovoltaic applications using PV in everyday life
- Reasons to switch to solar Photovoltaic electricity
- How to set up a Photovoltaic system in Mauritius
 - o Technical requirements
 - o Possible sources of funding
 - Suppliers of solar PV systems
 - The legal framework
 - Operation and Maintenance methodology
 - o Environment benefits
- Brief description of the project: "Removal of Barriers to Solar PV Power Generation in Mauritius, Rodrigues and the Outer Islands".
 - Objectives
 - o Results achieved
 - o Benefits to the society

Once the layout is completed, informative dossiers that contain, summarise and explain contributions of ideas and practices of each work are to be prepared.

The requested dossiers are to comply with the following criteria:

- The conceptual subject idea is to be summarised in a Glossary of Key Terms.
- The text is to be oriented to the average Mauritian citizen with basic literacy in English and French to understand "how to set up a PV system in the Mauritian context".
- Communicational techniques are to be properly applied to assure that attractive headings and subheadings are used, as well as to make emphasis on interesting information to capture the attention and interest of the reader to the specific subject matter.

The main areas of work are as described below:

- Submit the preliminary layouts (graphics / art-works and texts) for discussion with UNDP
- Revise the selected layout as discussed with UNDP
- Design and layout the publication
- Submit the publication to UNDP for proofreading (2 rounds of corrections to be covered under the agreement)
- Ensure all corrections have been inserted
- Obtain a final sign off from UNDP before submitting electronic files to UNDP's printer

STAGE II Editing and Printing of the Works (English and French Versions)

After receiving the final approval for the graphics and text for the publication, the consultant will design and layout the publication in accordance with the UNDP Graphic Standards which can be viewed at the following url: http://procurement-notices.undp.org/view file.cfm?doc id=18152, and:

- Prepare the electronic files for UNDP's printer
- Send electronic files to UNDP's printer and liaise with printer during printing process, receive and mark up final blueprint with final corrections from UNDP
- · Make final corrections to electronic file
- Create PDF from final electronic file for UNDP Web posting
- Submit all final files to UNDP in original copies on 3 USB pen-drives

3. Duration

Time is of essence for this procurement. As such, the electronic booklets in English and French must be delivered at latest by 30 November 2016.

4. Ownership and Intellectual Property

The Client will retain the proprietary rights of the artworks (both hard and soft copies) and the right to use same as deemed fit. The artworks may thus not be published or used without the express permission of the Client, in line with the national and international copyright laws applicable.

No part(s), or the whole, of an existing piece(s) of copyrighted work shall be used by the Agency for the purposes of the assignment.

Final proof of any artwork, including any texts that may be included, shall be the sole responsibility of the Agency.

All final artworks shall be original ones and should not seem to mirror existing ones. This shall be duly certified in writing by the Agency, upon delivery of each and every artwork, as part of the contract.

All final artworks shall be submitted in 3 original hard copies together with 3 soft copies on USB pen-drives.

No liability shall accrue to the Government of Mauritius, the Ministry of Energy and Public Utilities, the Central Electricity Board, the Global Environment Facility (GEF) and the United Nations Development Programme (UNDP) in case of any dispute that may arise as a result of any potential infringement of any copyright by the Agency or non-payment by the Agency of any royalty to any party in respect of the use of any copyrighted work for the purposes of the booklet prepared by the Agency under the contract.

All final artworks shall become the property of the Client after respective payments would have been effected to the Agency. The Client will retain the copyright of all artworks produced by the Agency under the contract.

The Client shall be free to, at no additional cost, use, print and distribute the booklet and artworks as the Client deems necessary for purposes not limited to campaigns on greenhouse gas emission, use and benefit of solar photovoltaic energy etc.

There shall be no royalty on any of the artworks and booklet design prepared by the Agency under the contract.

5. Skills and Experience of the service provider

Technical Competencies

- Must be a reputable design / editing firm with prior experience in similar assignments, i.e. proven
 experience in the graphic design, layout, dossier preparation and editing of the articles and
 information of a technical booklet for the general public with average literacy in English and French.
- Should have competent personnel with sufficient experience and high level of creativity, as well as
 professional qualifications in graphic design, technical writing in English and French or related fields
- Excellent working knowledge and production skills using MAC OS, InDesign, PhotoShop & Illustrator, Adobe Acrobat and MS Office as well as other graphic tools along with graphic optimization skills
- Previous experience working on UN promotional materials would be an advantage
- The team members should have excellent editing skills for English and French

Corporate Competencies

- Demonstrates integrity and ethical standards
- Creative and innovative
- Sound analytic capacities
- Ability to address complex concepts and to gather written materials in a clear, concise and meaningful manner with a high level of accuracy and attention to detail
- Highly organized, able to effectively develop and manage the project, ensuring that deadlines are met

Company Legal Requirements

- Valid and certified Certificate of Incorporation as a Company
- Valid and Certified Tax Registration Certificate
- Full and accurate physical, postal, telephone and email address of the firm

6. Qualification and Experience of the Consultancy Team

The consultancy team shall comprise of 1. Team Leader; 2. Graphic Designer; 3. Technical Writer in English and 4. Technical Writer in French.

The Team Leader, who shall have at least 10 years of experience in the field, shall be the contact person for the Consultant and will be responsible for dealings with the UNDP Project team during the course of the assignment. The required qualification and experience of the expert for each main Task are as follows:

6.1 Team Leader / Coordinator

The Team Leader / Coordinator handling the assignment shall be highly creative, innovative, and sensitive to the fact that the print material will reflect UNDP's image within the organisation but also in the outside world. The Team Leader should come up with an innovative, clear art-work, graphics and texts for every subject matter, which is in sync with today's highest design standard.

The main areas of work are as described below:

- Participate in reviews and on-going editorial consultations as needed
- Ensure that the blueprint has all the texts, pictures, colour coding and font formatting as prescribed by the UNDP corporate guidelines
- Ensure the timely progress of the assignment and reporting to UNDP project team
- Liaison with UNDP's printer prior to finalisation of the electronic document / booklet as a ready-toprint document.

Competencies

- Excellent analytical and writing skills demonstrating complete fluency in English language and French Language
- Demonstrated accuracy and attention to detail
- · Ability to be flexible and respond to changes as part of the review and feedback process
- Strong interpersonal skills and the ability to communicate and work well with diverse and multicultural project team members
- Demonstrated ability to meet deadlines and work under pressure

Required Skills and Experience

Education:

 University Diploma, Degree or Postgraduate degree in engineering, development studies and social sciences, journalism, communications, international relations or other development or communications-related area of study

Experience:

- Minimum 10 years of experience as a writer/editor producing/editing relevant publications and products
- Experience in writing for media outlets, development-related organizations, research centres, think-tanks or multilateral institutions
- Substantive understanding of and/or background in one or more of the following areas of specialization: climate change; solar PV Power generation; gender equality and women's empowerment; and knowledge, innovation and capacity development;
- Proven record in advanced copy editing and/or producing knowledge in the area of sustainable, human development and international development;
- Knowledge of UN, including UNDP terminology, language and style an advantage.

Language:

Complete fluency in English and/or French (written and oral).

6.2 Graphic Designer

The Graphic Designer shall provide at least two samples of works considered to be the best and most relevant examples of previous works which are related to the present assignment. The Graphic Designer must

- 1. be a reputable graphic designer with prior experience designing similar projects.
- 2. have experience in commercial print management.
- 3. Have experience in designing multiple language versions.
- 4. Guarantee timely delivery of publication.

Competencies

- Excellent analytical and writing skills demonstrating complete fluency in English language and /or French Language
- Demonstrated accuracy and attention to detail
- Ability to be flexible and respond to changes as part of the review and feedback process
- Strong interpersonal skills and the ability to communicate and work well with diverse and multicultural project team members
- Demonstrated ability to meet deadlines and work under pressure

Required Skills and Experience

Education:

 Recognised Diploma, University Degree or Postgraduate degree in Graphic Design or other relevant area of study

Experience:

- Minimum 5 years of experience as a graphic designer producing/editing relevant publications and products
- Experience in graphic designs for media outlets, development-related organisations, research centres, think-tanks or multilateral institutions
- Substantive understanding of and/or background in one or more of the following areas of specialization: climate change; solar PV Power generation; gender equality and women's empowerment; and knowledge, innovation and capacity development;
- Knowledge of UN, including UNDP terminology, language and style an advantage.

Language:

Complete fluency in English and/or French (written and oral).

6.3 Technical Writer - English and French

The technical writer shall provide samples of work considered to be the best and most relevant examples of at least two of the following categories.

- An opinion/news article written and/or edited by the candidate
- An advocacy or outreach-related product (brochure/booklet/press kit) written and/or edited by the candidate
- A development-related publication or knowledge product written and/or edited by the candidate The total number of samples should not exceed 6.

The main areas of work are as described below:

Editing of knowledge and advocacy products:

- Prepare and/or edit manuscripts to ensure clarity, consistency and readability of the text for the intended audience
- Point out factual inconsistencies, inconsistencies in arguments, political nuances, faulty logic, and awkward or unclear passages and suggest solutions
- Ensure all references are in order, requesting source information for tables and figures when such information is missing

- Ensure timely incorporation of feedback received from internal and external peer reviewers into draft manuscripts
- Develop ideas for infographics, charts and images that creatively convey key messages/data in the manuscript
- Proof-read final texts as laid out by designer to ensure text and associated graphics are error free

Creative writing targeting external audiences and the media:

- Summarise, draft and edit succinct communications pieces in close cooperation with UNDP project team
- Support the substantive revision of opinion articles and other materials aimed at media outreach in coordination with UNDP project team

Competencies

- Excellent analytical and writing skills demonstrating complete fluency in English language and /or French Language
- Demonstrated accuracy and attention to detail
- Ability to be flexible and respond to changes as part of the review and feedback process
- Strong interpersonal skills and the ability to communicate and work well with diverse and multicultural project team members
- Demonstrated ability to meet deadlines and work under pressure

Required Skills and Experience

Education:

 University Diploma, Degree or Postgraduate degree in engineering, development studies and social sciences, journalism, communications, international relations or other development or communications-related area of study

Experience:

- Minimum 5 years of experience as a writer/editor producing/editing relevant publications and products
- Experience in writing for media outlets, development-related organizations, research centres, think-tanks or multilateral institutions
- Substantive understanding of and/or background in one or more of the following areas of specialization: climate change; solar PV Power generation; gender equality and women's empowerment; and knowledge, innovation and capacity development;
- Proven record in advanced copy editing and/or producing knowledge in the area of sustainable, human development and international development;
- Knowledge of UN, including UNDP terminology, language and style an advantage.

Language:

· Complete fluency in English and/or French (written and oral).

7. Letter of Availability for Team Members

All experts shall provide an original signed letter of availability and association for the duration of the assignment. In the event of their unavailability, the Consultant shall be under the obligation to provide a replacement of equal or better caliber at no extra cost to the Client. UNDP also reserve the right to request proof of academic qualifications and experiences.

Criteria for Assessment of the Technical Proposal

1. Expertise of the Firm

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

<u>Track Record and Experiences:</u> Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract. (A minimum of five projects carried out in English and five projects carried out in French).

		7
Name of project		
Client	to nothereneign are two as helican as to	
Contract Value		
Period of Activity		
Types of Activities Undertaken	En ship) and	of restrict
Status or Date Completed		
Role of Proposed Team Member(s) in the Project		
References Contact Details (Name, Phone, Email)		

2. Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

<u>Approach to the Service/Work Required</u>: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

<u>Technical Quality Assurance Review Mechanisms</u>: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

<u>Implementation Timelines:</u> The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

<u>Risks / Mitigation Measures</u>: 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.

<u>Anti-Corruption Strategy</u>: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

<u>Statement of Full Disclosure</u>: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

3. Management Structure and Qualification of Key Personnel

<u>Management Structure</u>: 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.

<u>Qualifications of Key Personnel.</u> 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. Please use the format below:

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(From most recent): Hig	hlight experience in the region an	d on similar projects.
Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:	References Contact Details (Name, Phone, Email)
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	er (From most recent): Hig Name of activity/ Project/ funding organisation, if	(From most recent): Highlight experience in the region and Name of activity/ Project/ funding organisation, if Job Title and Activities undertaken/Description of

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Etc.		
	nd that any wilful misstate	ent availability to serve for the term of the ement described above may lead to my
Signature of the Nominated Team Mo		Date Signed

4. Technical Evaluation Markings

4.1 Summary of Technical Proposal Evaluation

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm/Organization	25.00%	200
2	Proposed Methodology, Approach and Implementation Plan	25.00%	200
3	Management Structure and Key Personnel	50.00%	400
	Total		800

4.2 Technical Proposal Evaluation Criteria

	Technical Proposal Evaluation Criteria	Points obtainable
1	Expertise of the Firm / Organisation	
1.1	Brief Description of Proposer as an Entity	20
1.2	Track Record and Experiences	50
1.3	Relevance of:	
	A. Specialised Knowledge	
	(1) Graphic Design for Technical Document	20
	(2) Technical Writing in English	20
	(3) Technical Writing in French	20
	(4) Dossier Preparation and Editing	20
	B. Experience of lead firm/organization on similar Programme / Projects	30
1.4	Work for UNDP/ major multilateral / or bilateral programmes	20
	Total Part 1	200

2	Proposed Methodology, Approach and Implementation Plan					
2.1	Technical Approach and Methodology					
	Approach to the Service/Work Required		30			
	Interpretation of scope of task in line with the Terms of Reference		20			
	Technical Quality Assurance Review Mechanisms		20			
	Implementation Timelines		20			
	Risks / Mitigation Measures		10			
	Anti-Corruption Strategy		10			
	Statement of Full Disclosure		10			
2.2	Work plan					
	Clarity in presentation		20			
	Degree of logical and realistic sequence of activities		30			
	Planning for efficient implementation of the project		30			
	Total Part 2		200			
3	Management Structure and Key Personnel					
3.1	Management Structure					
	Organisation Structure and composition of team		15			
	Key expert responsible		15			
	Proposed Technical and Support bodies/staff (IT Personnel etc.)					
3.2	Proposed Technical and Support bodies/staff (IT Personnel etc.) 20 Team Leader / Coordinator					
	General Academic Qualifications					
	Diploma	5				
	Degree	10	20			
	Post Graduate Degree	20				
	Post Academic Experience					
	Less than 5 years	5				
	5 - 10 years	10	20			
	More than 10 years	20				
	Experience in Designing Technical Booklet					
	No experience	0				
	1 - 5 years	10	20			
	More than 5 years	20				
	Proficiency in English		15			
	Proficiency in French		15			
3.3	Graphic Designer					
	General Academic Qualifications					
	Diploma	5				
	Degree	10	20			
	Post Graduate Degree 20					
-	Post Academic Experience					
	Less than 5 years	5				
	5 - 10 years	10	20			

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- Centrolate S	More than 10 years	20			
	Experience in Designing Technical Booklet	20000			
	No experience	0			
	1 - 5 years	10	20		
	More than 5 years	20			
	Proficiency in English		10		
	Proficiency in French		10		
3.4	Technical Writer - English				
	General Academic Qualifications				
	Diploma	5			
	Degree	10	20		
	Post Graduate Degree	20			
PIPOSSO TO I	Post Academic Experience				
	Less than 5 years	5			
0	5 - 10 years	10	20		
	More than 10 years	20			
	Experience in Technical Writing				
	No experience	0			
	1 - 5 years	10	20		
	More than 5 years	20			
	Proficiency in English (Mandatory)		20		
	Proficiency in French		10		
3.5	Technical Writer - French				
	General Academic Qualifications				
	Diploma	5			
	Degree	10	20		
	Post Graduate Degree	20			
	Post Academic Experience				
	Less than 5 years	5			
	5 - 10 years	10	20		
	More than 10 years	20			
	Experience in Technical Writing				
	No experience	0			
	1 - 5 years	10	20		
	More than 5 years	20			
	Proficiency in English		10		
	Proficiency in French (Mandatory)		20		
	Total Part 3		400		
	Grand Total		800		