

REQUEST FOR PROPOSAL

**Provision of Graphic Design and Web Development Services for
UNCDF Bangkok Regional Office (Long Term Agreement)**



United Nations Capital Development Fund

December, 2016

Section 1. Letter of Invitation

Ref. no. RFP-34631/UNCDF/2016

Bangkok, Thailand

5 December 2016

REQUEST FOR PROPOSAL: Provision of Graphic Design and Web Development Services for UNCDF Bangkok Regional Office (Long Term Agreement)

The United Capital Development Fund (UNCDF) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Long Term Agreement Form
- Section 9 – Check List

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes or separate files through e-mail, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNCDF if you intend to submit an offer under this tender process to the following email: uncdf.procurement@uncdf.org

Also, UNCDF would appreciate your indicating the reason for not intending to participate if so, this information will be required only for UNCDF's records and shall not in any way affect/prevent companies from participation in any future tenders.

If you have received this RFP through a direct invitation by UNCDF, transferring this invitation to another firm requires your written notification to UNCDF of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNCDF looks forward to receiving your Proposal and thanks you in advance for your interest in UNCDF procurement opportunities.

Yours sincerely,

(signature on file)

UNCDF Bangkok Regional Office

Section 2: Instruction to Proposers

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNCDF and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNCDF to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNCDF and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNCDF through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNCDF for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNCDF under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNCDF to prospective Proposers containing clarifications, responses to queries received from prospective

Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNCDF hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNCDF in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNCDF. UNCDF is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNCDF implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNCDF is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNCDF as well as third parties involved in UNCDF activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNCDF requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNCDF’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNCDF to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNCDF.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNCDF and seek UNCDF's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNCDF staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNCDF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNCDF Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any

request for clarification must be sent in writing via courier or through electronic means to the UNCDF address indicated in the **Data Sheet** (DS no. 17). UNCDF will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNCDF shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNCDF to extend the submission date of the Proposals, unless UNCDF deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNCDF may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNCDF may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNCDF shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNCDF, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNCDF.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNCDF requires may be transferred, immediately or eventually, by UNCDF to the Government partners, or to an entity nominated by the latter, in accordance with UNCDF's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNCDF that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNCDF reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNCDF's acceptance of the justification for substitution, and UNCDF's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNCDF, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNCDF as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNCDF has awarded it;
 - ii. to comply with UNCDF's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNCDF may require as a condition to rendering the affectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNCDF will convert the currency quoted in the Proposal into the UNCDF preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no.

15), then UNCDF shall reserve the right to award the contract in the currency of UNCDF's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNCDF's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNCDF's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNCDF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNCDF, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNCDF. Furthermore,

neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNCDF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNCDF as the most responsive Proposal that offers the best value for money, UNCDF shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNCDF reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNCDF and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNCDF may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance,

however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNCDF website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNCDF as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNCDF's deadline for submission. UNCDF shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNCDF premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNCDF as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNCDF at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNCDF shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNCDF after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNCDF, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNCDF.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNCDF prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNCDF will open the Proposals in the presence of an ad-hoc committee formed by UNCDF of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNCDF may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNCDF in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNCDF's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNCDF for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNCDF. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNCDF shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNCDF's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNCDF may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNCDF shall examine the Proposal to confirm that all terms and conditions under the UNCDF General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNCDF in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum

passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%) _____

Total Combined and Final Rating of the Proposal

29.4 UNCDF reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNCDF, where available; and
- g) Other means that UNCDF may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNCDF may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNCDF's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNCDF in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNCDF, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNCDF's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNCDF and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNCDF may waive any non-conformities or omissions in the Proposal that, in the opinion of UNCDF, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNCDF may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNCDF shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNCDF there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNCDF, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNCDF reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNCDF's action. Furthermore, UNCDF shall not be obliged to award the contract to the lowest price offer.

UNCDF shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNCDF policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNCDF shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNCDF reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNCDF.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNCDF may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNCDF, shall be a condition for the affectivity of the Contract that will be signed by and between the successful Proposer and UNCDF.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNCDF so require, it is the UNCDF's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNCDF, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNCDF shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 8.

39. Vendor Protest

UNCDF's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNCDF vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	SHIFT, Clean start and other several projects under UNCDF.
2		Title of Services/Work:	Provision of Graphic Design and Web Development Services for UNCDF Bangkok Regional Office (Long Term Agreement)
3		Country / Region of Work Location:	Bangkok and possibly other regions in Asia.
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<input checked="" type="checkbox"/> Not Applicable
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNCDF 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.
9	B.9.5	Proposal Security	<input checked="" type="checkbox"/> Not Required

	C.15.4 b)		
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
12		¹ Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not Applicable
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not required.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	12 days before the submission date.
17	B.10.1	² Contact Details for submitting clarifications/questions:	Focal Person in UNCDF: Sam Musomba Kyuma E-mail address dedicated for this purpose: sam.musomba@uncdf.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and <input checked="" type="checkbox"/> Posting on the following websites: UNDP Procurement Notices: http://procurement-notice.undp.org/ United Nations Global Marketplace: https://www.ungm.org/Public/Notice
19	D.23.3	No. of copies of Proposal	Please see Ds. No. 23.B.

¹ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

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

		that must be submitted [if transmitted by courier]	
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<i>Please see below DS No. 23 :</i> A) Conditions and Procedures for Electronic Submission. B) Conditions and Procedures for Courier/Hand Delivery Submission.
21	C.21 D.24	Deadline of Submission	Date and Time : 9 January 2017, 5 P.M. , Bangkok –Thailand Time.
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery OR <input checked="" type="checkbox"/> Electronic submission of Proposal
23.A	D.23.2 D.26	Conditions and Procedures for Electronic submission :	<p>PROPOSALS MUST be submitted to the following e-mail Address: uncdf.procurement@uncdf.org</p> <p><i>Proposals sent to other UNCDF e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.</i></p> <p>Proposers must take into account the following:</p> <p><i>Proposers must indicate the below RFP number and subject in the e-mail subject box while submitting the Technical proposal:</i></p> <p><u>Ref. no. RFP/34631/UNCDF/2016 - TECHNICAL PROPOSAL– PART 1 OF</u></p> <p><i>Proposers must indicate the below RFP number and subject in the e-mail subject box while submitting the Financial proposal:</i></p> <p><u>Ref. no. RFP/34631/UNCDF/2016 - FINANCIAL PROPOSAL</u></p> <p>(Both financial and technical proposals MUST be separately submitted).</p> <p><i>The Financial Proposal MUST BE password protected and the password MUST NOT be sent to UNCDF with the</i></p>

			<p><i>proposal submission.</i></p> <p><i>Upon finalizing the technical evaluation, only technically qualified bidders will be requested to provide the password of the financial proposal. The technically qualified proposers will have 24 hours to respond to UNCDF's request for the password.</i></p> <p><i>Each e-mail message including attachments must not exceed 5MB. There is no limit on the number of e-mail messages for each proposal. The first message should state the total number of messages the proposal consists of.</i></p> <p><i>Attachments should be in PDF format. Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened.</i></p> <p><i>If zip files are used, they should not include multiple lower sub-folders or directories.</i></p> <p><i>Proposers should avoid attempting to send proposals by e-mail just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal as recorded by the Purchaser's mail server shall constitute the time of receipt of the proposal for purpose of meeting the proposal deadline. It is the Proposers' responsibility to ensure proposals arrive before the deadline.</i></p>
23.B	D.23	Instructions on submission of Proposal through Courier/ Hand Delivery:	<p>PROPOSALS MUST be submitted to the following Address:</p> <p>Att.: Mr. Feisal Hussain Senior Technical Advisor Address: United Nations Capital Development Fund UNCDF, UNDP BRH, 1ST Floor Service Building Ratchadamnoen Nok Avenue Bangkok 10200 Thailand</p> <p>Proposers must take into account the following: The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate.</p>

			<p>Proposers shall enclose one original and one copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate.</p> <p>The bigger outer envelope shall be clearly marked as follows:</p> <p>NOT TO BE OPENED BY REGISTRY PROPOSAL No.: <u>Ref. no. RFP/34631/UNCDF/2016</u> Subject: Provision of Graphic Design and Web Development Services for UNCDF Bangkok Regional Office (Long Term Agreement) <u>Part 1 of” If applicable”.</u></p> <p>Full Name of Proposer. Att: Feisal Hussain Senior Technical Advisor</p> <p>Please also refer to Section D.23, page 12 for further details.</p>
24	D.23.1	Date, time and venue for Public opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70% 30% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation as applicable. <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory as applicable. <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any

			<input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>Three</i> Clients for provision of similar services during the last 3 years. <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>Three Years</i> . <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.
27		Other documents that may be Submitted to Establish Eligibility	All forms provided under Section 4 & 5 must be filled, signed and stamped.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 15</i>)	The required structure provided under Section 6 - Technical Proposal Form .
29	C.15.2	Latest Expected date for commencement of the contract:	<i>April 2017</i>
30	C.15.2	Duration of LTA:	One (1) year renewable for maximum additional two (2) years based on satisfactory performance of Contractor, availability of funding and continued requirement for the services.
31		Award and Use of the Long Term Agreements :	<p>UNCDF shall establish and award two LTAs the first and second highest combined score.</p> <p>The Use of the LTAs will be as follows:</p> <ul style="list-style-type: none"> a- an offer shall be requested from both LTAs. b- In case of unavailability of the first LTA, the second LTA shall be used. c- In case of unsatisfactory performance of the first LTA the second LTA shall be used. d- In case of more than one requirement at the same time, the second LTA may be used.
32	E.29.2 F.34	Criteria for the Award of contract and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <ol style="list-style-type: none"> 1. Compliance with Terms and Conditions of the RFP

			<p>including required submissions:</p> <ul style="list-style-type: none"> • Prior to the Technical Evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation. • A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity. <p>2. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> $\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$ </div> <p>3. Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Rating the Financial Proposal (FP):</u></p> $\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$ </div> <p>4. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Total Combined Score =</p> $(\text{TP Rating}) \times (\text{Weight of TP (70\%)}) + (\text{FP Rating}) \times (\text{Weight of FP (30\%)})$ </div> <p>UNCDF seeks the two highest achieved combined score and fully responsive Proposals.</p>
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33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining LTA Effectively	Upon signature of LTA by both parties.
35		Other Information Related to the RFP	NA

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	General Expertise of Firm / Organization	30%	300
2.	Methodology in Implementing the Required Services as referred to in the TORs	40%	400
3.	Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1		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: <ul style="list-style-type: none"> - General Organizational chart of the company with number of personnel and general available facilities. (20 points). - Financial stability and soundness in the last three years (2013, 2014 & 2015). (30 points). - Relevancy of previously undertaken activities in relation to the ToRs. (40 points). 	90
1.3	Past Experience and Knowledge: <ul style="list-style-type: none"> - 5 years of experience in providing similar services. (50 Points). - Experience in Asia. (30 Points). - Experience in other parts of the world. (10 points). - Work experience with UNCDF/ UN/ major multilateral/ or bilateral programmes in the last 5 years. (20 Points). 	110
1.4	In-country Presence/Representation Offeror is based or has a branch/representative office in Thailand	50
Total Technical Score From 1		300

Technical Proposal Evaluation Form 2		Points Obtainable
Methodology in Implementing the Required Services as referred to in the TORs		
2.1	Does the Offeror clearly demonstrate ability to provide graphic design services which include design, layout and production of various publication products as per required tasks in the TOR	75
2.2	Does the Offeror clearly demonstrate ability to provide web development services related to conceptualization, design, development, implementation, research and interactive creative services including graphical integration, content migration and quality assurance for developed websites and any other tasks as referred to in the TOR.	75
2.3	Does the proposer understand the tasks' objectives?	50
2.4	Does the offer address all required tasks in a clear and logical manner?/ Has the proposer adequately addressed the requirement of RFP?	50
2.5	Are the samples submitted by the offeror acceptable?	50
2.6	What mechanism does the Offeror use to ensure effective and efficient provision of	50

	services, full confidentiality in all aspects of assignment, management of information flow and follow-up on deadlines and commitments made including risk mitigation measures.	
2.7	Quality assurance procedure	50
		400

Technical Proposal Evaluation Form 3		Points Obtainable
Two Main Personnel		
3.1	Graphic Designer	150
	Bachelor degree in graphic design or related field. – (30 points). Years of experience in providing similar graphic design services.– (50 points). Experience in digital graphic art production/design, including layout, composition, font specifications, and color specifications. (40 points). Experience in Asia – (15 points). Fluency in written and spoken English – (15 points).	
3.2	Web Development Specialist	150
	Degree in computer science or related field – (50 points). Years of experience in relevant Web content management and design experience – (50 points). Experience working cross-functionally with marketing, product management / segment management, Web producers / developers / architects. –(20 points). Experience in Asia – (15 points). Fluency in written and spoken English – (15 points).	
Total Technical Score From 3		300
Total Score (From 1 + Form 2 + Form 3)		1000

Section 3: Terms of Reference

Provision of Graphic Design and Web Development Services for UNCDF Bangkok Regional Office (Long Term Agreement)

1. General Background:

The United Nations Capital Development Fund (UNCDF) is the UN's capital investment agency for the world's 48 Least Developed Countries (LDCs). UNCDF uses its capital mandate to help LDCs pursue inclusive growth. UNCDF uses 'smart' Official Development Assistance (ODA) to unlock and leverage public and private domestic resources; it promotes financial inclusion, including through digital finance, as a key enabler of poverty reduction and inclusive growth; and it demonstrates how localizing finance outside the capital cities can accelerate growth in local economies, promote sustainable and climate resilient infrastructure development, and empower local communities. Using capital grants, loans, and credit enhancements, UNCDF tests financial models in inclusive finance and local development finance; 'de-risks' the local investment space; and proves concept, paving the way for larger and more risk-averse investors to come in and scale up. In implementing its projects UNCDF requires the provision of Graphic Design and Web Development Services.

2. Objective:

UNCDF is looking at outsourcing the required services and is exploring the establishment of a Long Term Agreement(s) for the provision of graphic design and web development services.

To this, UNCDF is seeking to enter into a Long Term Agreement (LTA) with two (2) reputable and specialized company/entity that can provide the required services in the required areas.

Under a Long Term Agreement, UNCDF does not warrant that any quantity of services shall be purchased during the term of the agreement. Where a request for services arises, UNCDF shall directly contract the awarded company based on its need to carry out the required deliverables. A specific Term of Reference (TOR) with clear deliverables, and timelines will be prepared for each request within the terms of the LTA TORs where either a professional services contract or purchase order shall be issued detailing the required outputs and timeframe.

UNCDF is not mandated to use the LTA holders and can resort to other procurement sources at any time, however if the conditions required by the LTA are met, UNCDF will generally approach LTA holders.

The contractor will be expected to respond to any UNCDF inquiry within five (5) working days and provide an offer as per given TORs with the estimated hours necessary for the specific required services.

3. Scope of Work and Tasks Required:

A. Graphic Design Services:

The firm in conformity with UNCDF branding guidelines, will provide design, layout and production of

various publication products as follows:

- Design, layout and production of knowledge products including brochures, factsheets, high level policy reports and magazines
- Synthesize text and produce infographics.
- Provide designs in both a web version and printable file version
- Provide editorial on content (language in UN style of writing)
- Include relevant images in publications (photographs from the field)
- Creation of a Newsletter template based on the customization of a Mailchimp template and branded with UNCDF visual identity
- Development of standardized power point templates for various UNCDF programmes (considerations made to colour, typography).

The incumbent will use as a reference the UNCDF Branding and Communications Toolkit to ensure that all products make a consistent and proper use of UNCDF's brand.

Required Personnel:

Graphic designer that shall be responsible to lead the process and adhere to the following:

- Submit the publication to UNCDF for proof-reading (2 rounds of corrections to be covered under the agreement).
- Ensure all corrections have been inserted prior to start of design.
- Submit the preliminary layouts for discussion with UNCDF in compatible format or as requested by UNCDF.
- Revise the selected layout as discussed with UNCDF
- Design and finalize the layout of publication
- Obtain a final sign-off from UNCDF before submitting electronic files to the printer.
- Prepare the electronic files (including image and logo optimization and correct formats) for the printer as described in the Design Specifications.
- Send electronic files to printer through e-mail and liaise with printer during printing process, receive and mark-up final proof with final corrections from UNCDF.
- Make final corrections to electronic files.
- Supply UNCDF with final artwork and elements
- Create a web-ready pdf for upload to UNCDF website
- Supervise print production and ensure that printing is finalized as per requested specification when applicable.
- Design layout of the cover and text pages of publication including tables, charts and graphs (if any) as per requested specifications.
- Offer two or more versions of the design of the brochure from which the UNCDF staff will select one.
- Ensure co-ordination and supervision under guidance of the UNCDF focal point for the given assignment.
- Provide printing services as and when requested.
- All copyright to belong to UNCDF, with the exception of some photography.
- Ensure and agree with a selected printing press to supply all necessary material considered as 'prepress' (see below)
- The contractor must be in a position to guarantee timely delivery of layout proposals.

- The contractor must comply with UNCDF graphic design standards.
- Delivery of original electronic versions in well-known formats (Illustrator, Photoshop, InDesign, Corel Draw, etc)

Prepress Requirements:

1. Print resolution pdf
2. High-end full colour drum scans
3. High-end black and white drum scans
4. Colour separations
5. Proofing systems
6. Other services such as retouching and use of high-end desktop publishing systems

B. Web Content Development Services:

The firm in collaboration with the communications team shall work on identifying, adapting and extending emergent technologies to improve design, functionality, impact, usability, engagement and interactivity of UNCDF's communications products. Tasks will include conceptualization, design, development, implementation, research and interactive creative services including graphical integration, content migration and quality assurance for UNCDF websites.

The firm will design from the existing website a knowledge platform that provides in a user-friendly manner access to information on financial inclusion in Asia. Existing and new platforms will follow UNCDF standards and shall include:

- Information related to UNCDF programmes including resources, past/upcoming events, partnerships, news updates and employment opportunities
- A knowledge section giving access to a series of information products different series of publications, videos, proposing a page aggregating news on electronic payments and highlighting events (face to face and webinars) and that can be easily searchable.

The steps to be undertaken include:

- Create, update, and maintain Web content in the corporate content management system
- Monitor (quality control) content on live site and trouble-shooting
- Manage monthly process for annual content reviews and audits with Marketing Managers; ensure all pages are reviewed on schedule. Produce and maintain accurate reports and logs of upcoming and historic changes.
- Manage day-to-day content uploading in a variety of content management systems.
- Implement and schedule Web promotions, email campaigns, and track results.
- Conduct QA testing, follow-up to resolve issues, and load finished material into content management system.
- Provide digital graphic production art support using Photoshop.
- Ensure that marketing materials comply with all brand and style guidelines using the UNCDF Branding and Communications Toolkit
- Manage image rights and logo usage.
- Adapt the current content management system platform (drupal) to migrate content into the new web platform.
- Provide support in developing the website to include functions such as multisite, multichannel

sourcing etc.

- Develop and design dashboards for multiple data sources (google analytics, social media etc)
- Optimize content and deploy SEO techniques to ensure correct and optimal tagging for high visibility in search engines
- Support the UNCDF team in the rollout of soft launches and hard launches of new websites
- Push information through various channels: social media, mobile, intranet, CRM, office365 for disseminating and monitoring online performance
- Provide support to “internal clients” in their adoption and use of CMS and scheduling tools
- Produce written content and schedules
- Ensure accuracy of program schedule information online
- Edit and proofread a variety of content types for the website, ensuring it meets style, tone and marketing message requirements
- Liaise with the UNCDF web team
- Provide updates to UNCDF Asia about website traffic and discuss any issues that might affect visibility.
- Provide assistance in updating of the site as needed.

Required Personnel:

1- Web Content Specialist:

- The Web Content Specialist will coordinate, manage, and update marketing content on a high traffic public facing website. Responsible for consistency with site vision and style guide, while developing understanding of strategies to help keep content fresh and dynamic. Work with marketing managers, technical staff, and vendors to execute initiatives. Provide digital graphic art production support. The Web Content Specialist acts as the main interlocutor for UNCDF.

3. Duration of Long Term Agreement, Duty Station and expected places of travel

Long Term Agreement duration: One year, renewable up to 3 years (LTA shall be renewed annually based on satisfactory performance of Contractor, availability of funding and continued requirement for the services).

Duty Station: From Contractor’s Location and at UNCDF Bangkok Premises with possible travel within Asia. All travel costs related to any assignment shall be agreed upon with UNCDF and shall be in line with UNCDF travel rules and regulations.

Expected Places of Travel: The expected areas to where the personnel may be required to travel in Asia shall be: (Cambodia, Indonesia, Lao PDR, Malaysia, Myanmar, Philippines, Singapore, and Viet Nam). Potential areas of travel will include the South Asia region (Nepal, Bangladesh etc).

NOTES: *In case of any travel required within Asia, travel cost and living allowances for the area to which the personnel should travel shall be agreed under each TOR under this LTA and shall be in accordance with UNCDF travel rules and regulations.*

A separate ToR with clear deliverables, and timelines will be prepared and agreed prior to each assignment within the terms of this ToR.

4. Provision of monitoring and progress controls

The firm(s) will work under the direct supervision of UNCDF Team Focal Point with the assistance of Asia Financial Inclusion Practice Area (FIPA) team, and in close collaboration with programme partners. The payments will be undertaken upon satisfactory completion of each assignment with relevant documentation.

5. Terms of Payment

Payments shall be processed within 30 days from receipt of signed and stamped invoice specifying the achieved deliverables.

All of the deliverables are subject to approval from UNCDF Project manager in order to process payments to the contractor.

All payments shall be made in USD.

6. Qualifications of the Company and Required Personnel:

Minimum Requirements:

- Valid Company's Registration.
- Company is based or has a branch in Thailand.

6.1. Qualifications of the Company/Entity:

- Five (5) years' experience in Web development and Graphic Design Services.
- Proven experience in web management and in software development process and graphic design services.
- Previous expertise in the development of knowledge exchange platforms including public and private interface
- Experience with Word Press, Hootsuite and other social media platforms.
- 3 years of experience working with international organizations and or other entities, in multicultural context and under tight deadline.

6.2. Qualifications of the Required Personnel:

The proposer needs to provide the following consultants:

Graphic Designer:

- Bachelor degree in graphic design or related field.
- Three (3) years of experience in providing similar graphic design services.
- Experience in Asia is an advantage.
- Strong communications skills;
- Digital graphic art production/design, including layout, composition, font specifications, and color specifications.
- Ability to work in a wide variety of cultural contexts and under pressure.

Web Content Specialist:

- Degree in computer science or related field.
- Three (3) years of experience in relevant Web content management and design experience
- Excellent written and verbal communication, including strong editing, grammar, and proof

reading skills; good listener.

- Excellent organizational and prioritization skills, with some project management experience. Keep track of multiple projects and progress of others on team. Creates action plans to finish projects on time and on budget.
- Possess critical thinking, analytical, and creative talent to develop a concept, idea, fact or content into a strong visual presentation that maximizes communications / sales effectiveness.
- Problem solving and follow-through.
- Experience working cross-functionally with marketing, product management / segment management, Web producers / developers / architects.
- Ability to interact with senior management. Ability to work independently. Team player who also demonstrates leadership skills in a matrix managed organization.
- Knowledge of HTML, CMS, Adobe Photoshop, and MS Office. CSS, JavaScript, Flash, and Dreamweaver knowledge a plus.

7. Samples:

b) Please provide a link through which you can demonstrate your samples designed:

Brochures, Booklets, Flyers and leaflets.

8. Price Proposal Schedule:

Price shall be submitted as follows:

Personnel:

Specialization	Quoted Hourly Rate in USD (A)	Hourly Management Fees in USD (B)	Total Quoted Hourly Rate of Column (A+B)
Graphic Designer			
Web Content Specialist			
Total in USD			

Provisionary Services:

Extra Costs: *(The Extra Costs Price List shall not be part of the financial evaluation but may be used if the offered management fees is seen reasonable and within the market rate).*

Description of Item	Management Fees Per Hour in USD
Provision of Laser Printing Services including Binding	
Provision of Off-Set Printing Services including Binding	
Provision of Colour Photocopying Services including Binding	

Provision of Black Photocopying Services including Binding	
Please indicate other relevant services that the company may provide	
Total Price in USD	

- Please note that these services shall be required as applicable where the company is required to provide three quotes for any of the required items at the time of order.
- UNCDF will check the market rate to ensure that the given quotes are in line with the market rate at the time of order.
- Bidders are required to quote only for their management fees in providing the required services
- UNCDF Office is not obliged to use these services; however bidders are required to provide a quote.

9. Evaluation and Award Criteria:

UNCDF shall follow the following criteria for award of LTA:

(a) Preliminary evaluation:

Completeness of submitted documents and conformity to all the terms and conditions of the RFP without material deviation.

(b) Technical evaluation:

B-1- Scoring each technical offer in line with the given technical scoring sheet, where only offers achieving a minimum of 700 points out of 1000 shall pass the technical evaluation.

B-2- Total Score Obtained by the Offer / Max. Obtainable Score for TP x 70%.

(c) Financial Evaluation:

The lowest total price/ total price of the offer being reviewed x 30%.

Award shall be made to the first and second highest achieved combined (Technical 70% + Financial 30%) score and fully responsive proposal.

10. Other Information:

- Only staff whose CVs have been provided to UNCDF with the technical proposal in response to this RFP may be assigned to work on UNCDF projects. Upon receipt of a request, the contractor must inform UNCDF when such staff can be made available. UNCDF reserves the right to cancel the request if the provided timeframe does not meet the needs of the specific project.
- One main CV to be provided under each specialization in addition to another CV as a backup in case of unavailability of the main person.
- UNCDF will make every effort to give a reasonable notice of an upcoming request so that the specific staff member can be made available without undue burden. However, the amount of advanced notice UNCDF will be able to give will depend on the urgency of the specific request.

Section 4: Proposal Submission Form

[insert: *Location*]

[insert: *Date*]

To: Mr. Feisal Hussain

Dear Sir:

We, the undersigned, hereby offer to provide professional services through **Entering into a Long Term Agreement for the Provision of Graphic Design and Web Development Services for UNCDF Bangkok Regional Office** in accordance with your Request for Proposal dated _____ 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 :

- a) 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;
- b) 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;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNCDF.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNCDF's Contract for Professional Services.

We agree to abide by this Proposal for 120 days.

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 UNCDF is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNCDF 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 and Title of Signatory:

Name of Firm:

Contact Details :

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

FORM NO. 1: Proposer Information Form³

Date:

RFP No.:

1. Proposer's Legal Name:
2. In case of Joint Venture (JV), legal name of each party: (If applicable, please fill in From No. 2)
3. Actual or intended Country/ies of Registration/Operation:
4. Year of Registration:
5. Number of years of existence:
6. Countries of Operation:

Name of Country	No. of Staff	Year of Operation

7. Legal Address:

8. Value and Description of Top three (3) Biggest Contract for the past five (5) years:

No.	Description of Contracted Services	Value in USD	Location of Services
1.			
2.			
3.			

9. Latest Credit Rating (if any):

10. Do you have any litigation history; (disputes, arbitration, claims, etc.)? ☐ YES or ☐ NO

11. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO

12. Proposer's Authorized Representative Information:

Name:

Address:

Tel:

E-mail:

Signature:

³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

FORM NO. 2: (to be filled in if APPLICABLE)
Joint Venture Partner Information Form (if Registered)⁴

Date:

RFP No.:

1. Proposer's Legal Name:

2. JV's Party legal name:

3. JV's Party year of Registration:

4. JV's Party Country of Registration:

5. Countries of Operation:

Name of Country	No. of Staff	Year of Operation

6. JV's Legal Address:

7. Value and Description of Top three (3) Biggest Contract for the past five (5) years:

No.	Description of Contracted Services	Value in USD	Location of Services
1.			
2.			
3.			

3. Latest Credit Rating (if any):

9. Do you have any litigation history; (disputes, arbitration, claims, etc.)? ☐ YES or ☐ NO

10. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO

11. JV's Party Authorized Representative Information:

Name:

Address:

Tel:

E-mail:

Signature:

⁴ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Provision of Graphic Design and Web Development Services for UNCDF Bangkok Regional Office (Long Term Agreement)

Note: Technical Proposals not submitted in this format may be rejected.

The financial proposal MUST be included in a separate envelope and or separate e-mail with password protection.

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Reputation of Organization and Staff / Credibility / Reliability / Industry Standing:

Provide a brief description of the organization/ firm submitting the proposal, its legal mandates/ authorized business activities, registration date, place (Country) of registration, number of years of specific experience which include (Years of general experience). Litigation and arbitration history that could adversely affect or impact the performance of services if any, References on performance and reputation.

1.2 General Organizational Capacity which is likely to affect implementation:

Provide information on the number of available key personnel in the company and available facilities and type of equipment used to perform the required relevant tasks including camera, mics etc.../expertise. General Expertise existing in the company.

Provide the Audited Financial Statements for 2013, 2014 and 2015 (Income Statement and Balance Sheet) duly certified by a Public Accountant.

Please provide types of previously undertaken activities by the company.

1.3. Experience:

Please demonstrate/explain how your company has the knowledge and skills required to perform the required tasks and mention number of years of experience your firm has in providing similar services related to photography and videography including areas/countries where you have conducted such services whether in Asia and or other parts of the world.

Similar Experience in the last five years with UNCDF/UN or major multilateral/ or bilateral programmes or governmental entities:

Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required under this contract.

Name of project	Client	Country	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - Methodology in Implementing the Required Services as referred to in the TORs

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm is capable of achieving the required services in the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment and indicating the company's involvement in implementing the following:

graphic design services which include design, layout and production of various publication products as per required tasks in the ToRs including web development services related to conceptualization, design, development, implementation, research and interactive creative services including graphical integration, content migration and quality assurance for developed websites including any other tasks as required in the ToRs. Explain also whether any services would be subcontracted and to whom.

2.2 Timelines and Follow Up in Different Locations: Please describe how does the company manage to provide the required services in more than one location whether simultaneously or not.

2.3 Samples: Please provide a link through which you can demonstrate your samples designed: Brochures, Booklets, Flyers and leaflets.

2.4. Technical Quality Assurance Review Mechanisms: What are the used mechanisms to ensure effective and efficient provision of services, full confidentiality in all aspects of assignment, management of information flow and follow-up on deadlines and commitments made.

2.5. Risks / Mitigation Measures: Please describe the potential risks foreseen in providing such services and how would you mitigate these risks in terms implementation time and quality of work.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for reporting to the UNCDF and involved partners as applicable.

2.7 Other: Any other comments or information regarding the approach and methodology if applicable.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the company's management structure and include an organization chart of the company.

3.2 Qualifications of Key Personnel: Provide the information required in the below table concerning personnel that shall be contracted under the LTA arrangement as and when needed. (Note : *no substitution of personnel will be tolerated once the LTA has been awarded except in extreme circumstances and with the written approval of the UNCDF. If substitution is unavoidable it will be with a person who, in the opinion of the UNCDF project manager, is at least as experienced as the person being replaced, and subject to the approval of UNCDF. No increase in costs will be considered as a result of any substitution.*)

No.	Position Assigned under the contract	Degree /Study	General Number of Years of Experience	Number of Years of Experience for similar services as referred to in the TORs	Countries where the consultant has worked for similar services	Name of Consultant	Area of Expertise	Key activities
Main CVs:								
1-	Graphic Designer							
2-	Web Development Specialist							
Backup CVs:								
1-	Graphic Designer							
2-	Web Development Specialist							

Please provide the CVs for the personnel and their backups as mentioned in the TORs : **(Graphic Designer and Web Development Specialist)** *(The backup CV shall also be evaluated where the average score shall be calculated).* CVs should demonstrate qualifications in areas relevant to the Scope of Services. ***Please use the attached CV format below (form No. 5).***

FORM No. 5 - CV FORMAT

Full Name and Surname:

Assigned Position Under this Contract:

Nationality:

Country of Residence:

Date of Birth:

Gender:

Contact Information: E-mail address Tel:.....

Countries of Work Experience in the last 5 years:

Number of years of experience in the required area of specialization:

Language Skills: ((For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)

English:

Other:

Education/ Degrees Obtained & Other Qualifications: (Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment.

Brief Description of Performed Tasks and Experience:

Period: From – To	Activities Performed	Job Title	Location	Year	Client
e.g. June 2004-January 2005					
Etc.					
Etc.					

Minimum Three References: (Please give name, title and contact details under each reference).

Reference No.1:

Reference No.2:

Reference No.3:

Declaration:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describe me, my qualifications, and my experience.

.....

(Signature)

Date:

Full Name of Director of Company:

I, the undersigned, certify that to the best of my knowledge and belief, that the aforementioned data does correctly describe the individual named above, his qualifications and experience.

.....

(Signature)

Date:

Full Name of Authorized Certifying Representative:

.....

Section 7: Financial Proposal Form⁵

If the Proposer is submitting the offer through e-mail it is required to send the Financial Proposal in a “separate” e-mail and document MUST BE password protected.

If the Proposer is submitting the offer through courier or Hand delivery, it is required to put the Financial Offer in a separate sealed envelope.

Prices shall be submitted based on hourly rate per specialization and applicable management costs.

The maximum calculated hours per day are of 8 hours which shall be considered a daily rate as and when required.

In case of any travel required within Asia, travel cost and living allowances, for the area to which the personnel should travel, shall be agreed under each TOR under this LTA and shall be in accordance with UNCDF travel rules and regulations, or may be quoted by the company as long as the quoted fees are reasonable and within the market rate under each given assignment.

Personnel:

Specialization	Quoted Hourly Rate in USD (A)	Hourly Management Fees in USD (B)	Total Quoted Hourly Rate of Column (A+B)
Graphic Designer			
Web Content Specialist			
Total in USD			

⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Provisionary Services:

Extra Costs: *(The Extra Costs Price List shall not be part of the financial evaluation but may be used if the offered management fees is seen reasonable and within the market rate).*

Description of Item	Management Fees Per Hour in USD
Provision of Laser Printing Services including Binding	
Provision of Off-Set Printing Services including Binding	
Provision of Colour Photocopying Services including Binding	
Provision of Black Photocopying Services including Binding	
Please indicate other relevant services that the company may provide	
Total Price in USD	

- Please note that these services shall be required as applicable where the company is required to provide three quotes for any of the required items at the time of order.
- UNCDF will check the market rate to ensure that the given quotes are in line with the market rate at the time of order.
- Bidders are required to quote only for their management fees in providing the required services
- UNCDF Office is not obliged to use these services; however bidders are required to provide a quote.

Section 8: Model Long Term Agreement (LTA)



[Annex I](#)

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS CAPITAL DEVELOPMENT FUND

This Long Term Agreement is made between the United Nations Capital Development Fund , a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNCDF”) and _____ (hereinafter called “Contractor”) with its headquarters at _____.

WHEREAS, UNCDF desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNCDF, pursuant to which UNCDF country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNCDF and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNCDF headquarters or a UNCDF country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNCDF does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNCDF immediately. UNCDF shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNCDF on the Services provided to UNCDF, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNCDF General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS CAPITAL
DEVELOPMENT FUND

Date: _____

Date: _____



General Conditions of Contract for Services

Model Contract for Professional Consulting Services between UNCDF and a Company or other entity⁶

⁶ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Capital Development Fund (hereinafter referred to as "UNCDF"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1.Contract Documents

- 1.1 This Contract is subject to the UNCDF General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNCDF also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁷[dated.....], both documents not attached hereto but known to and in the possession of both parties.

⁷ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNCDF. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

- 1.3 All the above shall form the Contract between the Contractor and UNCDF, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
------	-------	-------	-------

....
------	-------	-------	-------

- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNCDF.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNCDF the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../../....
-----------------	------------

.....	../../....
-------	------------

Final report	../../....
--------------	------------

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNCDF for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment⁸

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNCDF shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNCDF to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNCDF of the Contractor's performance of the Services.
- 3.4 UNCDF shall effect payments to the Contractor after acceptance by UNCDF of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

4. Special conditions⁹

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNCDF's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

⁸ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

⁹ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

- 4.1.2 UNCDF reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNCDF's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNCDF shall be subject to a post-payment audit by auditors, whether internal or external, of UNCDF or the authorized agents of the UNCDF at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNCDF shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNCDF other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNCDF have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNCDF reserves the right to seek recovery and/or to take any other action as it deems necessary.

- 4.2.1 The Contractor acknowledges and agrees that, at anytime, UNCDF may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNCDF to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNCDF access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNCDF hereunder.

4.3 Anti-terrorism

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

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNCDF of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNCDF.¹⁰

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹¹

4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.¹²

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNCDF.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNCDF. UNCDF shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNCDF to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

¹⁰ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNCDF Financial Regulations and Rules.

¹¹ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

¹² This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNCDF legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNCDF.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNCDF and the Contractor are as follows:

For the UNCDF:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:
---------------	-------------	---------------

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:
Address:

Telex:	
Fax:	

Cable:	
---------------	--

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

UNCDF GENERAL CONDITIONS OF CONTRACT 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 Capital Development Fund (UNCDF). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNCDF or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

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 UNCDF.

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 UNCDF for all sub-contractors. The approval of UNCDF 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 UNCDF 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, UNCDF, 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 UNCDF as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNCDF;

8.4.3 Provide that the UNCDF 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 UNCDF 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 UNCDF 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 UNCDF shall rest with UNCDF and any such equipment shall be returned to UNCDF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNCDF, 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF.

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 UNCDF does not and shall

not claim any ownership interest thereto, and the Contractor grants to the UNCDF 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 UNCDF; 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 UNCDF in compliance with the requirements of the applicable law and of the Contract.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

13.2.2.3 for the UNCDF, 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 UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF 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 UNCDF 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 UNCDF, 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNCDF 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 UNCDF under this Article, no payment shall be due from UNCDF 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 UNCDF 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 UNCDF of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNCDF to deduct from the Contractor's invoice any amount

representing such taxes, duties or charges, unless the Contractor has consulted with the UNCDF before the payment thereof and the UNCDF 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 UNCDF 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 UNCDF to terminate this Contract immediately upon notice to the Contractor, at no cost to UNCDF.

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 UNCDF to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNCDF.

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

23.0 SECURITY:

23.1 The Contractor shall:

- (c) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (d) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNCDF reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNCDF's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNCDF shall be subject to a post-payment audit by auditors, whether internal or external, of UNCDF or the authorized agents of the UNCDF at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNCDF shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNCDF other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNCDF have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNCDF reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNCDF may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNCDF to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNCDF access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNCDF hereunder.

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

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

SECTION 9: CHECKLIST FOR OFFERORS

The hereunder checklist will assist Proposers to verify all the required documents that need to be submitted Under the Technical Proposal :

Description of Documents	Provided OR Not Applicable
Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.	
List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.	
Local Government permit to locate and operate in the current location of office (if applicable)	
Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country.	
Quality Certificate (e.g. ISO....etc..) and/ or other similar certificates, accreditations, awards or citations received by the Bidder, (if any).	
Statement of Satisfactory performance from the Top Three Clients in terms of provision of similar services in the last 3 years.	
Latest Audited Financial Statements (Income Statement and Balance Sheet) Including Auditor's Report for the past Three Years (2013,2014,2015).	
All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. (If applicable).	
Signed and stamped Proposal Submission Form (Section 4.)	
Signed and stamped Proposer information form (Section 5: Form No. 1)	
Signed and stamped the Joint Venture form (Section 5: Form No. 2) if applicable	
Technical Submission as Described Under "Section 6: Technical Submission Form" including required information and Main and backup CVs.	