



REQUEST FOR PROPOSAL (RFP)

Qualified Ugandan Firms	DATE: March 24, 2020
	REFERENCE: UNDP-RFP/UGA20/008

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Graphic Designing and layout proof reading and editing Services**

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

Proposals may be submitted by hand on or before **16th April, 2020 1500 Hours** East African Time to the below address:

Email: tenders.kampala@undp.org

Technical and Financial proposals **MUST BE submitted as two different files and must be password protected.**

Each submission MUST clearly indicate the RFP Reference number i.e. **"RFP_ UNDP-RFP/UGA20/008"** clearly indicating the name of the Proposer,

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

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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

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

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Description of Requirements

Context of the Requirement	<p>Over the last 40 years, UNDP has implemented several development programmes in support of Government development efforts focusing mainly on the elimination of poverty, reduction of inequalities and exclusion, promoting effective governance, national resources management and access to energy, addressing environmental degradation, climate change and disaster risk reduction through linking local insights and global perspectives.</p> <p>In 2016, UNDP unveiled a new five-year Country Programme Document (CPD) anchored on long term solutions to national development challenges. The CPD is aligned to and supports national efforts to realise the National Development Plan (NDP II) 2016-2010, and the Uganda long-term vision 2040. It is also aligned to the United National Development Assistance Framework (UNDAF) 2016-2010, which guides the UN Programming in the country. This alignment enables UNDP to contribute to national development efforts and to support the government of Uganda to achieve the 2030 Agenda and its 17 Sustainable Development Goals (SDGs).</p>
Implementing Partner of UNDP	NA
Brief Description of the Required Services ¹	<p>The main objective duties and responsibilities for this assignment is provision of design services when required (with advance notice). The successful firm will be responsible for design services for the information, education communication (IEC) and advocacy materials such as brochures, factsheets, fliers, posters, newsletters, and publications, logos to support communications, advocacy and resource mobilization and to enhance visibility and understanding of UNDP work as well as increasing the efficiency of its programmatic activities and specific campaigns and events.</p>
List and Description of Expected Outputs to be Delivered	<p>The scope of work will vary with the specifications and details of tasks communicated and defined in the service requests for quotations from time to time. The following duties and responsibilities are thus indicative and subject to further detailing through specific service requests to be made by UNDP Uganda during the course of the contract duration. Within the scope of the Assignment; the successful firm is expected to provide the following generic activities:</p>

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<ul style="list-style-type: none"> • Conceptualize, design and layout of high-quality, innovative, creative and unparalleled, exceptional new and original designs materials (print and online); • Design visibility and advocacy materials including brochures, fact sheets, handbooks, policy briefs, folders, reports, posters, banners, roll-ups, pull-ups, Coral leaf's, IEC materials such as mousepads, backdrops and stages for events, booklets, GIFs, infographics, illustrations, print and web-based campaign and advocacy materials in different formats such as social media, web site and other relevant sizes. • Ensure adherence to UNDP branding guidelines, visual and identity standards; • Provide original composition and designs • All items produced under this arrangement belong to UNDP Uganda and should be named or labelled as such.
Person to Supervise the Work/Performance of the Service Provider	UNDP Communications Analyst
Frequency of Reporting	<i>As needed, based on planning of the assignment</i>
Progress Reporting Requirements	Update on the milestones and detailed plans for the assignment
Location of work	<input checked="" type="checkbox"/> At Contractor's Location, if required, the vendor will occasionally come to UNDP
Expected duration of work	To be determined per assignment
Target start date	1/06/2020
Latest completion date	To be determined per assignment
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A

Implementation Schedule indicating breakdown and timing of activities/sub-activities	To be determined per assignment			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (Uganda Shillings)			
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT			
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms ³	Outputs	Percentage	Timing	Condition for Payment Release
	Completion of design work as per assignment	100%	Upon completion	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/				

approve outputs/completed services and authorize the disbursement of payment	UNDP Communication Analyst/ or UNDP staff assigned by the respective Country office Resident Representative
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement ⁴ <i>(PO shall be issued for trigger the call-off)</i>
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <i>[indicate percentage]</i>
	<p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Contract General Terms and Conditions ⁵	<input checked="" type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

Annexes to this RFP ⁶	<input type="checkbox"/> Form for Submission of Proposal (Annex 2) <input type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ⁸	Ug.procurement@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	

⁸.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications and professional competencies must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

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



Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	50%	50					
2.	Proposed Work Plan and Approach	20%	20					
3.	Personnel	30%	30					
	Total		100					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form **1**: Expertise of Firm / Organisation Submitting Proposal

Form **2**: Proposed Work Plan and Approach

Form **3**: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

		Points Obtainable
A.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	3
A.2	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	3
A.3	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	9
A.4	Relevance of design and sample publications: Refer to Terms of Reference for Details here	20
A.5	Relevance of Company's specialized knowledge and experience on similar projects for UNDP/major multilateral / or bilateral programmes	11
A.6	Quality Assurance Procedures	2
A.7	Client List <ul style="list-style-type: none"> - Demonstrated client list over the last three years - Demonstrated similar ongoing long term contracts with various clients 	2
		50
B.1	To what degree does the Offeror understand the task?	5
B.2	Have the important aspects of the task been addressed in sufficient detail?	3
B.3	Has the turnaround time been addressed? Provide examples of completed projects and their turnaround time	4
B.4	Have quality assurance procedures been demonstrated?	5

B.5	Has confirmation on electronic storage been addressed?	3
		20
C.1	Organogram with Staff Titles, Qualifications and Experience General Qualifications, suitability of the project, international experience, professional experience, professional experience, similar experience, language qualifications, geographical exposure	10
C.2	Designers Number of designers/Editors general qualifications, suitability for the project, international experience, language qualifications, geographical exposure (attach CVs)	20
		30
Expertise and qualification of the service provider		50
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		20
Qualification of Key Personnel		30
		100

Detailed Terms of References

Provision of Graphic Design and Layout proof reading and editing services Services on Long Term Agreement (LTA)

Location:	Kampala
Application Deadline:	April 16 th , 2020
Additional Category:	UNDP Uganda Country Office
Type of Contract:	Long term Agreement (LTA)
Languages Required:	English
Duration of Assignment:	The contract will be effective from the date of signing for one year and may be annually extended up to 3 years based on satisfactory performance.

1. BACKGROUND

Over the last 40 years, UNDP has implemented several development programmes in support of Government development efforts focusing mainly on the elimination of poverty, reduction of inequalities and exclusion, promoting effective governance, national resources management and access to energy, addressing environmental degradation, climate change and disaster risk reduction through linking local insights and global perspectives.

In 2016, UNDP unveiled a new five-year Country Programme Document (CPD) anchored on long term solutions to national development challenges. The CPD is aligned to and supports national efforts to realise the National Development Plan (NDP II) 2016-2010, and the Uganda long-term vision 2040. It is also aligned to the United National Development Assistance Framework (UNDAF) 2016-2010, which guides the UN Programming in the country. This alignment enables UNDP to contribute to national development efforts and to support the government of Uganda to achieve the 2030 Agenda and its 17 Sustainable Development Goals (SDGs).

The current UNDP Country Programming focusses on two key portfolios and five key flagship programmes areas, with Gender Equality and Women Empowerment integral in our development offer.

A. Inclusive and Effective Governance (IEG) Portfolio: UNDP believes that effective governance is critical to ensuring that development benefits the people for whom its targeted. This can be achieved if government puts in place deliberate policies and institutional mechanisms that can combat corruption, improve service delivery and ensure inclusive participation in decision making. The IEG portfolio focusses on the following programme areas;

- (i) **Rule of Law and Constitutional Development (RLCD) Programme:** The programme aims at entrenching rule of law, separation of powers and constitutional democracy in Uganda. The programme focusses on; legal reforms, nurturing the

independence of institutions of democracy such as; Parliament, Judiciary, Electoral Commission; capacity development on law enforcement systems, and social engagement to promote a culture of constitutional democracy and protection of human rights.

- (ii) **Institutional Effectiveness (IE) Programme:** The programme follows a transformational development approach to address the bottlenecks that hinder institutional effectiveness; transparency and accountability in Uganda's public sector. It majorly focusses on addressing gaps in policy, legal, regulatory and operational frameworks; institutional capacities for effective policy implementation and accountability as well as public demand for transparency and accountability from the public sector.
- (iii) **Peace, Security and System Resilience (PSSR) Programme:** UNDP, through this programme, works with other UN agencies to support formulation of legislation as well as implementation through innovative ways of promoting peace for social cohesion among communities. The interventions focus on inter-communal and cross border peace efforts with various border communities across the country and neighbouring countries such as; DRC, Sudan and Somalia. It also addresses issues of organized crime; trafficking terrorism and violent extremism; small arms proliferation, international border demarcation as well as Sustainable Development Goal 16 audit.

B. Sustainable and Inclusive Economic Development (SIED) Portfolio: Development without protecting natural resources is a major threat to sustainable development. This portfolio focuses on improving capacities to respond to Climate Change, Disaster Risk Reduction and Inclusive Green Growth. It is premised on the idea that degradation of natural resources increases vulnerability to climate change and gender inequality. Investments in this portfolio are therefore intended to enable Uganda to manage her natural resources in a better way, reduce the risk to climate change and expand economic opportunities for women, youth and other vulnerable groups of people. SIED has two flagship programmes namely:

- (i) **Climate Change Response and Disaster Risk Reduction (CCDRR) Programme:** This programme focusses on promoting climate resilient development with emphasis on supporting government and local communities in the fight against climate change and its effects. This is through supporting environment policy development and enforcement, improved farming methods, protecting and restoring forests, wetlands, among other things.

- (ii) **Inclusive Green Growth (IGG) Programme:** The programme's main aim is to support government's efforts towards economic transformation that is inclusive and follows the green growth pathway. Through this programme, UNDP supports the government to enhance its capacity in natural resources management, particularly among women, the younger generation, in a way that promotes entrepreneurship, livelihood and job creation.

Gender Equality and Women Empowerment: Promoting Gender Equality and Women Empowerment is integrated in UNDP's development mandate. We recognize Gender Equality as a human rights issue and a driver of development processes. Our latest approach to deepening Gender Equality is the Gender Equality Seal, which establishes standards that link gender equality at the workplace. Over 40 private enterprises in Uganda have committed to promoting gender equality under this arrangement.

2. OBJECTIVE OF THE ASSIGNMENT

The main objective duties and responsibilities for this assignment is provision of design services when required (with advance notice). The successful firm will be responsible for design services for the information, education communication (IEC) and advocacy materials such as brochures, factsheets, fliers, posters, newsletters, publications, logos to support communications, advocacy and resource mobilization and to enhance visibility and understanding of UNDP work as well as increasing the efficiency of its programmatic activities and specific campaigns and events.

3. SCOPE OF WORK AND DELIVERABLES

The scope of work will vary with the specifications and details of tasks communicated and defined in the service requests for quotations from time to time. The following duties and responsibilities are thus indicative and subject to further detailing through specific service requests to be made by UNDP Uganda during the course of the contract duration. Within the scope of the Assignment; the successful firm is expected to provide the following generic activities:

- Conceptualize, design and layout of high-quality, innovative, creative and unparalleled, exceptional **new and original designs** materials (print and online);
- Design visibility and advocacy materials including brochures, fact sheets, handbooks, policy briefs, folders, reports, posters, banners, roll-ups, pull-ups, Coral leaf's, IEC materials such as mousepads, backdrops and stages for events, booklets, GIFs, infographics, illustrations, print and web-based campaign and advocacy materials in different formats such as social media, web site and other relevant sizes.
- Ensure adherence to UNDP branding guidelines, visual and identity standards;
- Provide original composition and designs
- All items produced under this arrangement belong to UNDP Uganda and should be named or labelled as such.

4. WORKING ARRANGEMENTS

Institutional Arrangement

- a) With overall reporting to the UNDP Communications Analyst, the firms shortlisted will work with other UNDP personnel as will be identified from time to time.
- b) UNDP will support the design house with the following:
 - i. Provide text and materials such as photos to use in the design
 - ii. Guide the consultant on the overall orientation of the designs and UNDP preferences
 - iii. Enable security clearance to access the UNDP Office and its permissible infrastructure;
 - iv. Support and assist to gain access to relevant stakeholders for consultations to the extent possible as may be required;
 - v. Access to all reports, photos and data relevant to the assignment.

Duration of the Work

The assignment will be executed within a period one year from the signing of the contract. The contract can be renewed on an annual basis for a period not exceeding three years.

5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

- i. Strong theoretical and practical background in graphic design and info-graphics, including the use of design software such as Adobe Design Premium, In-Design, Adobe Acrobat, photoshop, CorelDraw, web design and layout tools such as Dreamweaver and Flash.
- ii. Exceptional fonts and letterings
- iii. Clear, mature and corporate style of design demonstrating an understanding of the corporate communication requirements of UNDP Uganda
- iv. Minimum of 5 years' experience in graphic production work from start to published/printed product with knowledge of printing processes (offset and digital) and color management;
- v. Good understanding of new and evolving technologies and digital platforms;
- vi. The service provider can be media production company with a track record and proof, including positive recommendations for having undertaken similar projects most especially for UN agencies and reputable international organisations (*three reference as evidence for having done similar work must be provided*).
- vii. The firm should demonstrate that they have competent, qualified and professional human resource to undertake the assignment
- viii. The service provider should demonstrate the capacity in terms of equipment and edit using the most recent design and editing software and deliver within specified timeframe.
- ix. The graphic designer demonstrates a client-oriented approach, tact and ability to work with people of different national, cultural, ethnical and professional backgrounds.

- x. The successful firm should demonstrate a high degree of self-drive, professionalism and confidentiality in all aspects of assignment, management of information flow and follow-up on deadlines and commitments made.

Qualifications of graphic designers

I. Qualifications/Requirements (including competencies, values and skills):

Interested bidders are required to present at least three graphic designers who will be dedicated to handle UNDP assignments from time to time. In case of inability by the personnel indicated at the time of application to handle UNDP assignments, the vendor UNDP will have to formally notify UNDP and a list of new graphic designers with corresponding qualifications submitted for UNDP's consideration and approval. Failure to have competent designers who meet UNDP qualifications will lead to automatic cancellation of the LTA.

- A foundation university degree or diploma in graphic design or other art, design or communications-based subject such as Industrial Designs, Fine Art, communications, journalism, public relations, corporate communications, marketing, Advertisement or related field is required.
- Specialized training in graphic and design, infographics and animations is required.

NB: Please attach copies of academic documents and full CVs of the proposed staff members.

Skills and experience:

The individual designers have to be artistic and creative with strong presentation, verbal, visual, written communication skills and ability to work independently and meet deadlines. They should have the following skills and competencies.

- Working knowledge and experience of using desktop design software, such as Illustrator, InDesign or QuarkXPress, and image-editing packages such as Photoshop, animations, web-based management systems and advance knowledge of spreadsheet and database packages;
- Strong computer skills particularly in Microsoft word, desktop publishing, social media publishing, power point presentation and adobe Photoshop;
- Photography editing skills;
- Proven experience in use of animations and infographics
- Strong writing and editing skills;
- Experience in design and execution of social-media or digital marketing strategies;

II. Years of work experience:

- Senior graphic designer should have a minimum of 5 years of progressive experience in graphic and design work for reputable national and international organisations is required.
- An associate graphic designer should have a minimum of 3 years of progressive experience in graphic and design work for reputable national and international organisations is required.

Working arrangements

- While the designers are free to work from their designated duty and office stations, they will from time to time be required to come with their computers, fully installed with the

relevant design programmes and work from UNDP office for ease of coordination and instruction and quality assurance.

6. PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

Payments will be made upon satisfactory completion of work and upon presentation of invoices.

7. EVALUATION METHOD AND CRITERIA

The award of the contract shall be made to the service provider whose offer has been evaluated and determined as:

- Responsive/compliant/acceptable, and
- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%.

Financial Proposal (Maximum 30 points): To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by UNDP.

1. samples of your most recent and most compelling design works

Specifications

As part of the application process, the interested service providers should provide their prices for the following items indicated in Annex 1. Please indicate the delivery period/ turn-around for the services sought as well as the price for designing the indicated volume of work in its totality.

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

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or

kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and

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

- 13.2.2.1a** corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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