United Nations Development Programme

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REQUEST FOR PROPOSAL

Media Production for a Nationwide Social Cohesion Awareness Campaign

RFP No.: **RFP-221/20-R1**

Project: **Supporting Recovery and Stability through Local Development**

Country: Iraq

Issued on: 23-Aug-20

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Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites eligible Companies to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of References

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Proposer Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form F1: Financial Proposal Form

Section 7: General Terms and Conditions for Professional Services;

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

In case your company is not registered in the E-Tendering Module, please use the following temporary username and password to register your company:
Username: event.guest
Password: why2change

Proposers, who registered on the e-tendering, will be able to download the complete bidding documents from the e-tendering website at: https://etendering.partneragencies.org

If you need further information, please feel free to contact the following:

Focal Person in UNDP: Mohammad Abbas, Procurement Analyst
Address: UNDP, Iraq
E-mail address: mohammed.abbas@undp.org

You may acknowledge receipt of this RFP utilizing the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFP.

IMPORTANT NOTE: The amount of the Financial Offer MUST NOT be mentioned anywhere in the submitted documents or eTendering system other than the Financial Proposal. Submitted Financial proposal should be password protected and the Password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



_____

Name: Mohammed Abbas
Title: Procurement Analyst
Date: **August 23, 2020**

Approved by:



_____

Name: Piero Emanuele Franceschetti
Title: Head, Service Centre
Date: **August 23, 2020**

Section 2. Instruction to Proposers

A. GENERAL PROVISIONS	
1. Introduction	1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d 1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP. 1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. 2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract. 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf
3. Eligibility	3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

4. Conflict of Interests	4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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: • Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP 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; • Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or • Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists. 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following: • If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and • All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure. 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.
B. PREPARATION OF PROPOSALS	
5. General Considerations	5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP
6. Cost of Preparation of Proposal	6.1 The Bidder 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. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8. Documents Comprising the	8.1 The Proposal shall comprise of the following documents: • Documents Establishing the Eligibility and Qualifications of the Bidder;

Proposal	• Technical Proposal; • Financial Proposal; • Proposal Security, if required by BDS; • Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format and Content	10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP. 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive. 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
11. Financial Proposals	11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. 11.2 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. 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.
12. Proposal Security	12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal. 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS. 12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions: a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: i. to sign the Contract after UNDP has issued an award; or 12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may

	be awarded to the Bidder.
13. Currencies	13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals: a) UNDP will convert the currency quoted in the Proposal into the UNDP 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal. 14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. 14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials. 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Proposal	15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. 15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:

	• they have at least one controlling partner, director or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this RFP; or • 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 Bidder regarding this RFP process; • they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or • some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive. 16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Proposal Validity Period	17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders 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. 17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. 17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.
18. Clarification of Proposal	18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received. 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS. 18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Proposals	19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders. 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming

	to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal. 20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Bid Conference	21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS. 22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal. 22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: • The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. • The Technical Proposal and the Financial 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 SHALL clearly indicate the name of the Bidder. The outer envelopes shall: i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states "*Not to be opened before the time and date for proposal opening*" as specified in the BDS. If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows: a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;

Email Submission **eTendering submission**	b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. 22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows: • Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; • The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. • Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. • Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
23. Deadline for Submission of Proposals and Late Proposals	23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP 23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.
24. Withdrawal, Substitution, and Modification of Proposals	24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission. 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" 24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos. 24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened

25. Proposal Opening	25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.
D. EVALUATION OF PROPOSALS	
26. Confidentiality	26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Proposals	27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. 27.2 Evaluation of proposals is made of the following steps: • Preliminary Examination • Minimum Eligibility and Qualification (if pre-qualification is not done) • Evaluation of Technical Proposals • Evaluation of Financial Proposals
28. Preliminary Examination	28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). 29.2 In general terms, vendors that meet the following criteria may be considered qualified: • They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; • They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, • They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; • They are able to comply fully with UNDP General Terms and Conditions of Contract; • They do not have a consistent history of court/arbitral award decisions against the Bidder; and • They have a record of timely and satisfactory performance with their clients.

30. Evaluation of Technical and Financial Proposals	30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required. 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive. 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score. 30.4 When the BDS 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: **Combined Score =** (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)
31. Due Diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: • Verification of accuracy, correctness and authenticity of information provided by the Bidder; • Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; • Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; • Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;

	• Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; • Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal. 32.2 UNDP's request for clarification and the response shall be in writing and 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 UNDP in the evaluation of the Proposals, in accordance with RFP. 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.
33. Responsiveness of Proposal	33.1 UNDP'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. 33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation. 34.2 UNDP may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal. 34.3 For Financial Proposal that has been opened, UNDP shall check and 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 UNDP 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. 34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP 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 Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged

		to award the contract to the lowest priced offer.
36. Award Criteria	36.1	Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP 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.
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1	If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.

45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence. 46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. 46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. 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 prevail**.**

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	**No Pre-proposal conference will be conducted.** **Any clarifications can be sought through E-mail addressed to the focal procurement staff** E-mail address: mohammed.abbas@undp.org
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: 0.3% on per day of delay during contract implementation. After one month the contract will be terminated
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	4 days before the submission deadline

12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mohammed Abbas HASSAN Procurement Analyst E-mail address: mohammed.abbas@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
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone. Date and time visible on the main screen of the event (on the E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	only through e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org IRQ10-RFP-221-20 – R1
16	22	Electronic submission (email or eTendering) requirements	▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB. ▪ **Financial proposal should be password protected and uploaded to eTendering system. Password of the financial proposal must not be**

			provided to UNDP until requested by UNDP. No price value should be disclosed in your technical proposal. **IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your submission or e-tendering system other than encrypted financial proposal. Please insert "1" as your bid price in e-tendering line item.**
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively **Technical Evaluation:** The minimum technical score required to pass is 70%. Proposals will be evaluated on the following basis: 1. UNDP conducts preliminary examination of Proposals through examining the completeness of proposals in respect to minimum documentary requirements and Proposers status against UN Security Council 126/1989. UNDP may reject any Proposal at this stage. 1.2 Compliance with Terms and Conditions of the RFP including required submissions. UNDP will examine the substantial responsiveness of 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 nonconformity. **Financial Evaluation:** The proposed consulting fee will be assessed against the weighted score to compute the corresponding points scored. Financial Proposal will be evaluated in accordance with the price schedule sheet. IMPORTANT NOTE: The amount of the Financial Offer MUST NOT be mentioned anywhere in the submitted documents or eTendering system. Financial proposal should be password protected and password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer.
18		Expected date for commencement of Contract	**September 15, 2020**
19		Maximum expected duration of contract	6 months
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP

22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Fraud, Corruption, Collusion, Unethical practices, and Obstruction	*UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP 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)*
24		Other Information Related to the RFP	**UNDP has zero tolerance for fraud and corruption, meaning that UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes the submission of fraudulent or mispresented documents, such as bid securities and financial statements.** لن يتسامح برنامج الامم المتحدة الانمائي على التزوير أو الفساد، ما معناه أن مقدم الخدمة لن يتورط في أي عملية تزوير او فساد، وعكس ذلك سيتعرضون الى العقوبات. يشمل التزوير تقديم الوثائق المزورة أو العمل على تقديم وثائق خاطئة، مثل خطابات ضمان و كشوفات مالية.

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- RFP required documents

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Proposer is a legally registered entity.	Form B: Proposer Information Form
Eligibility	Proposer is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the Proposer that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
Certificates and Licenses	Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Proposer is not a corporation.	
QUALIFICATION		
History of Non-Performing Contracts[1]	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form D: Qualification Form

[1] Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Previous Experience	• Minimum 2 contracts in Media Production Activities implemented over the last 5 years. • experience related to production, strategic communication and media relations. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* • For detail evaluation please refer to Evaluation Criteria below	
	(For Consortium, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	Minimum annual turnover <u>should be **US$100,000**</u> in any single year for the last 5 years (2014-2015-2016-2017-2018). 2019 will be considered if the audit report is available. *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* UNDP shall verify the financial capacity of the Proposer and has the authority to seek references from concerned parties & banks on the Proposer' financial standing. UNDP has the right to reject any proposal if submitted by an offeror whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems. Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.	Form D: Qualification Form
Important Note	UNDP has zero tolerance for fraud and corruption, meaning that UNDP Proposers are not to engage in fraud or corruption. Proposers engaged in fraud and corruption will be subject to sanctions. Fraud includes but not limited to the submission of fraudulent or mispresented documents, such as bid securities and financial statements.	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms			Points Obtainable
1.	Expertise of Organization(s)	40%	400
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	20%	200
	Total	**100%**	**1000**

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of the Organization(s) and Staff in terms of Credibility, Reliability, and Industry Positioning	150
1.2	General Organizational Capacity to run and manage such type of implementation • General financial capacity as well as its capacity to run this project • Organization(s)' structure; loose consortium, constructive and encouraging, and/or coping with the type of activities to be handled • Lifespan and size of the Organization(s) • Project management capacity and producing of proposed activities enlisted in this RFP.	 30 20 20 20
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly doing it offers a chance to get more specialized skills)	15
1.4	Quality assurance procedures & warranty	25
1.5	Relevance of: • Specialized knowledge • Experience on similar programmes/ projects • Experience on running such projects in the region • Work for UNDP/ major multilateral/ or bilateral programmes.	 30 30 30 30
		400

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Applicant understand the proposed key thematic areas of work?	50
2.2	Have the important aspects of the proposed key thematic areas of work been addressed in sufficient detail?	50
2.3	Is the proposed methodology relevant to the key thematic areas of work and does it take into account the Iraqi institutional circumstances and limitations of accessibility?	50
2.4	Has an initial survey and /or assessment of the targeted community environment in regard to the thematic areas of work been conducted by the Organization(s) or any other Ones.	50
2.5	Is the conceptual framework adopted appropriate for the project?	100
2.6	Compliance with the proposed timeframe and relevance of detailed work plan to the implementation strategy.	100
		400

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	**Project Manager**	
	General Qualification	10
	Suitability for the Project	
	- Minimum 5 years of experience performing high-level of project management and business creation projects. Any experience working on supporting Iraq and its governorates or working with a UN agency would be an asset.	10
	- Bachelor's Degree or equivalent in communication, media and journalism, political science, law, public administration, business administration, social science or related fields.	10
	- Professional media production experience on human rights, conflict resolution, social cohesion, reconciliation, and peacebuilding.	10
	-Previous experience in raising awareness of serious related themes/ topics and networking and collaborating with government institutions.	10
	- Knowledge of the Iraq and current context in the targeted governorates	5
	- English language - Arabic language	5
	Subtotal	60
3.2	**Specialized Media Production Officer**	
	General Qualification	10
	Suitability for the Project	
	- Minimum 3 years of experience working within the related disciplines with governmental and non-governmental organizations.	10

	- Bachelor 's degree in communication, media and journalism, political science, law, public administration, business administration, social science or related fields.	5
	- In depth knowledge and experience on producing media content promoting human rights monitoring and protection, law enforcement, reconciliation and transitional justice.	10
	- Knowledge of the Iraq and current context in the targeted governorates/cities.	5
	-Knowledge of videography and graphic design.	5
	- English language - Arabic language	5
	Subtotal	50
3.3	**Project Manager Assistant**	
	General Qualification	10
	Suitability for the Project	
	- Minimum 2 years of experience working within the related disciplines with governmental and non-governmental organizations.	10
	- Bachelor 's degree in communication, media and journalism, political science, law, public administration, business administration, social science or related fields.	5
	- In depth knowledge and experience on producing media content promoting human rights monitoring and protection, law enforcement, reconciliation and transitional justice.	5
	-Knowledge of videography and graphic design.	5
	- Knowledge of Iraq & current context in the targeted governorates/cities.	5
	Subtotal	40
3.4	**Communication Officer**	
	General Qualification	5
	Suitability for the Project	
	- Minimum 2 years of experience working within the related disciplines with governmental and non-governmental organizations.	5
	- Bachelor 's degree in communication, media and journalism, political science, law, public administration, business administration, social science or related fields.	5
	- Knowledge and experience on human rights protection and promotion, or related fields.	5
	- Knowledge of Iraq & current context in the targeted governorates/cities.	5
	- English language - Arabic language	5
	Subtotal	30
3.5	**Financial/Administrative Assistant**	
	General Qualification	5
	Suitability for the Project	
	- Minimum 2 years of experience working within the related fields.	5
	- Previous experience in financial and logistical support.	3
	- Knowledge of Iraq & current context in the targeted governorates/ cities.	2
	-English language -Arabic language	5
Subtotal		20
Total		200

RFP-221/20-R1 – Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators

Social Cohesion in Iraq: Nationwide Awareness Campaign

Terms of Reference

Social Cohesion in Iraq: Nationwide Awareness Campaign

1. **Introduction:**

The Social Cohesion Programme is a five-year initiative launched in 2020 to improve the enabling environment for peace and social cohesion in all areas of Iraq. Many entrenched sectarian and social divisions have followed the war against ISIL in Iraq and are further impacted by recent anti-government political demonstrations. Historical grievances also exist, which must be stemmed by raising awareness about the impact of violence, giving voice to grievances, and facilitating opportunities for citizens to dialogue and restore trust with each other.

The programme's activities aim to facilitate locally driven solutions and support the integration of conflict sensitivity and social cohesion into Iraq's governance, stabilization, and development agendas. The Media and Advocacy component of the programme seeks to promote social cohesion through use of social media platforms, nation-wide competitions, web stories, and through radio and television broadcasts. Effective development of communication products and use of digital and audio channels to encourage social cohesion and engagement with UNDP in Iraq will increase the impact and reach of the Social Cohesion Programme. Gender sensitivity must be incorporated into all advocacy, as women often play an important role in addressing conflict. In addition to media products on social cohesion in general, some communication will be related to the world-wide COVID-19 pandemic, including encouragement of social cohesion during times of government-mandated physical distancing. It is important that the products be developed by Iraqis and for Iraqis, with guidance by UNDP Iraq.

2. **Project Goal:**

The main goal of the creation and broadcast of communication products is to build understanding and awareness for all Iraqis regarding the concept of social cohesion and the work UNDP's Social Cohesion Programme is undertaking.

3. **Scope of Work and Expected Outputs:**

Deliverables: 20 Audio/Visual Products
03 Web Series

- 05 products related to COVID-19 and social cohesion
- 15 products related to social cohesion in Iraq
- 03 web series on topics of: female empowerment, role of family and elders in Iraq, and social cohesion in a digital landscape

A. 05 Original short videos for social media and Youtube

Description: Videos are under 03 minutes each.

B. 02 Advertisements for television to be broadcast in Iraq
Description: Advertisement is under 03 minutes each.

C. 05 Radio messages
Description: Messages are under 05 minutes each.

D. 08 Visual products for social media and web use
Description: Infographics and graphics**.**

E. Airtime on 03 radio stations and 02 Iraqi television stations

F. 03 Web series
Description: Each web series will include two written articles and one short video of interviews. Topics: female empowerment, the role of family and elders in Iraq, and social cohesion in a digital landscape.

4. Technical Deliverables:

#	Deliverables	Target Date	Payment % (US$)
Part (1) Workplan			
	Submission of detailed work plan for creation of the 20 audio/visual products and TV and radio spots for broadcasting them.	End of first week of the date of signatory.	10 % upon receiving and approving the work plan and progress report.
Part (2) Product Topics			
	Original Short Videos Topic 1: Supporting the most vulnerable in communities during COVID-19 Topic 2: Connecting online while social distancing Topic 3: What brings Iraqis together in general Topic 4: Why social cohesion is important Topic 5: Why local Community Peace & Social Cohesion structures are important?	Two videos four weeks after the project's implementation day. Three videos eight weeks after the project's implementation day.	30% upon completion.
	Television Advertisements Topic 1: Encouraging social cohesion while social distancing due to COVID-19 pandemic Topic 2: Encouraging social cohesion and unity in general in Iraq	One advertisement four weeks after the project's implementation day. One advertisement eight weeks after the project's implementation day.	
	Radio Messages Topic 1: Public Service Announcement on COVID-19 and helping the vulnerable Topic 2: Interview on a success story related to social cohesion Topic 3: Interview with a Women's Peace Group representative Topic 4: Commercial advertisement on social cohesion in	Two radio messages nine weeks after the project's implementation day. Three radio	15% upon completion.

#	Deliverables	Target Date	Payment % (US$)
	Iraq Topic 5: Advertisement with use of satire related to social cohesion	messages ten weeks after the project's implementation day.	
	Visual Products Topic 1: Infographic on COVID-19 awareness Topic 2: Infographic on the culture of Iraq Topic 3: Infographic to encourage social cohesion in general Topic 4: Infographic on the Social Cohesion Programme's structure and projects Topic 5: Graphic on Local Peace Committees Topic 6: Graphic on Women's Peace Groups Topic 7: Graphic on Youth Groups Topic 8: Visual advertisement with a slogan on social cohesion	Three products four weeks after the project's implementation day. Five products twelve weeks after the project's implementation day.	20% upon completion.
	Web Series **Topic 1:** Women Empowerment **Topic 2:** Role of family and elders in Iraq **Topic 3:** Social cohesion in a digital landscape	One web series three weeks after the project's implementation day, one web series six weeks after the implementation day, and final web series nine weeks after the implementation day.	15% upon completion.
Part (3) Final Report			
	Provision of final report (financial & narrative) detailing the progress achieved on the production of audio/visual products and the broadcasting of the TV and radio spots and summarizing the outcomes, challenges, and lessons learned.	Five months after the project's implementation day.	10% upon receiving and approving the final report, including all components.

All reports and documents provided to UNDP Iraq during the project implementation will be in Arabic and English, to facilitate review and feedback by UNDP Iraq.

Payment on deliverables will only be made when reports, documents and manuals produced by the implementing partner have been reviewed and endorsed by UNDP Iraq as having met the required standard.

5. Institutional Arrangement

The Contractor will have the responsibility of managing the project in accordance with the indicated above scope of work. The Social Cohesion Programme will bear the responsibility of supervising the implementation process of the project in a way that ensures a high level of efficiency and professionalism.
The Contractor has to cooperate with the Local Authorities in terms of getting the required support and approvals on the implementation process of the project activities.

The contracted Contractor may also work in more than one city. However, it may also remain sufficiently flexible to work in a consortium with other ones depending on the initial assessment of UNDP to the capacity of the contracted Contractor comparing to the number of areas targeted.

Further arrangements regarding contract and delivery modalities will be agreed upon between the Social Cohesion Team and the contracted Contractor, prior to signing the contract.

6. Duration of the Work

In reference to what is mentioned above, all the indicated activities have to be completed within six months, starting from the date of signing the contract. The initiation of implementation has to be no later than one week after signing the contract.

The contracted Contractor will be responsible for any delay occurred on his side and has to compensate it through adopting additional procedures to cover the delay.

7. Location of Work

The main duty station is Baghdad. The production should be targeting all Iraq and if we need to have something on LPCs it will be in specific governorates.

8. Qualifications of the Successful Service Provider at Various Levels

8.1 Institutional Profile of Bidding Institutions/Entity

National Iraqi and/or International Non-Governmental Organization(s) specialized in communication and awareness campaigns are invited to make a proposal for this contract.

The profile of the selected entity should meet the following requirements:

Having at least three years of experience related to production, strategic communication and media relations.

Having the official registration to operate in Iraq and demonstrating the capacity to operate there.

Having the required in-house expertise on handling a variety of awareness campaigns and broadcast messages.

Experience undertaking similar projects and assignments in Iraq. Previous expertise with the UN system in Iraq is an advantage.

Proven capacity to produce outputs in English and Arabic languages.

8.2 Project Personnel Profile

The bidding institution should provide Curriculum Vitaes of its team.

The CVs have to pinpoint relevant past experience, highlight comparative advantages, and have to be in the English Language.

9. Special Requirements

Taken into consideration the security situation related to the COVID-19 pandemic, it is highly recommended that the bidding institution ensure filming requirements are feasible while complying with the government-mandated curfew.

10. Annexes to the TOR

Not Applicable.

Section 6: Returnable Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form (**Mandatory)**	☐
▪ Form B: Proposer Information Form	☐
▪ Form C: Consortium Information Form – (**Mandatory)** *if applicable*	☐
▪ Form D: Qualification Form	☐
▪ Form E: Format of Technical Proposal/Company Profile (**Mandatory)**	☐
▪ Other documents as required in the TOR	☐
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	☐

Financial Proposal:

▪ Form F: Financial Proposal Submission Form **Password protected only**	☐
▪ Form F1: Financial Proposal Form (**password protected) (Mandatory)**	☐

The financial proposal should be password protected and uploaded to the eTendering system. The password of the financial proposal must not be provided to UNDP until requested by UNDP. No price value should be disclosed in your technical proposal.

IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your submission or e-tendering system other than an encrypted financial proposal. Please insert "1" as your bid price in the e-tendering line item.

Note: The above Mandatory documents must be submitted along with the proposal. In case the Proposer did not submit these forms, the Proposer's submission will not be further considered.

Form A: Technical Proposal Submission Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	**RFP-221/20-R1 – Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators**		

We, the undersigned, offer to provide the services for the Implementation of **Media Production for A Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators** in accordance with your Request for Proposal No. **RFP-221/20-R1** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposals.

We hereby declare that our company, its affiliates or subsidiaries or employees, including any Consortium members or subcontractors or suppliers for any part of the contract:

a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;

b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;

c) have no conflict of interest in accordance with Instruction to Proposers Clause 4;

d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);

e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;

f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Proposal documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Proposer] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Email: _____

Signature: _____

[*Stamp with official stamp of the Proposer*]

Form B: Bidder Information Form

Legal name of Proposer	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Proposer's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (*If yes, provide a Copy of the valid Certificate):*	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? *(If yes, provide a Copy of the valid Certificate):*	[Complete]
Does your Company have a written Statement of its Environmental Policy? *(If yes, provide a Copy)*	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	▪ Company Profile, including printed brochures and product catalogues relevant to the goods/services being procured; ▪ Official Letter of Appointment as a local representative, if Proposer is submitting a Bid in behalf of an entity located outside the country; ▪ A letter explaining why the applicant firm/organization considers itself the most suitable candidate for the work; ▪ Copy of the Firm/Organization's Registration. ▪ Statement of Satisfactory Performance from the Top *Three* Clients in terms of Contract Value the past *5 years* ▪ All information regarding any past and current litigation during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.; ▪ Completed and detailed CVs for the proposed Key Staff Positions required for the Project, including in the TOR;

	▪ Sample list of similar projects implemented previously during the last 5 years. ▪ Detailed Technical Proposal. Includes context analysis, evidence sources/data, proposed methodology for the project, Results Framework, Risk Analysis etc. **(Mandatory)** ▪ Financial Audit Reports for the past 5 years (2014, 2015, 2016, 2017, 2018). The offeror has completed a certified audited financial statement for 2019 can also submit the report which will be considered for evaluation. ▪ Form A: Bid Submission Form **(Mandatory)** ▪ Form B: Bidder Information Form ▪ Form C: Joint Venture/Consortium/ Association Information Form (**Mandatory**) if applicable ▪ Form D: Qualification Form ▪ Form E: Format of Technical Bid (including Implementation plan and Technical compliance sheet) (**Mandatory**) ▪ Form F: Financial Proposal Form (**Mandatory**)

Form C: Consortium Information Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	**RFP-221/20-R1 - RFP for Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators**		

To be completed and returned with your Proposal if the Proposal is submitted as a Consortium.

No	**Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)*	**Proposed proportion of responsibilities (in %) and type of services to be performed**
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the Consortium, during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture ***OR*** ☐ Consortium agreement

We hereby confirm that if the contract is awarded, all parties of the Consortium shall be jointly and solely liable to UNDP for the fulfilment of the provisions of the Contract.

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Name of partner: _____

Signature: _____

Date: _____

Form D: Qualification Form

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	**RFP-221/20-R1 - RFP for Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators**		

If Consortium, to be completed by each partner.

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years
☐ Contract(s) not performed for the last 3 years

Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount** (current value in US$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years
☐ Litigation History as indicated below

Year of dispute	**Amount in dispute** (in US$)	**Contract Identification**	**Total Contract Amount** (current value in US$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Proposers may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year Year Year	USD USD USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US$ equivalent)	**Historic information for the last 3 years**		
	Year 1	Year 2	Year 3
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		

Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

a) Must reflect the financial situation of the Proposer or party to a Consortium, and not sister or parent companies;
b) Historic financial statements must be audited by a certified public accountant;
c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	**RFP-221/20-R1 - RFP for Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators**		

The Proposer's proposal should be organized to follow this format of Technical Proposal. Where the Proposer is presented with a requirement or asked to use a specific approach, the Proposer must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

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

SECTION 1: Bidder's qualification, capacity and expertise

1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.

1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

1.5 Previous Experience of projects.

1.6 Previous experience in providing technical experts for similar projects

1.7 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.

2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

- Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and

used for a specific requirement.

2.3 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

2.5 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for the CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	*[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]* [Insert]
Professional certifications	*[Provide details of professional certifications relevant to the scope of goods and/or services]* ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	*[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]* [Insert]
References	*[Provide names, addresses, phone and email contact information for two (2) references]* Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

_____ _____

Signature of Personnel Date (Day/Month/Year)

Form F: Financial Proposal Submission Form (Must be Password Protected)

To be submitted with Financial offer

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	**RFP-221/20-R1 - RFP for Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators**		

We, the undersigned, offer to provide the services for the implementation of **RFP for Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators** in accordance with your Request for Proposal No. **RFP-221/20-R1** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[*Stamp with official stamp of the Proposer*]

Form F: Financial Proposal Form (Must be Password Protected)

Name of Proposer:	[Insert Name of Proposer]	Date:	Select date
RFP reference:	**RFP-221/20-R1 - RFP for Media Production for a Nationwide Social Cohesion Awareness Campaign to appraise outcome indicators**		

The Financial Proposal must provide a detailed cost breakdown, indicating the price of each of the consulting levels. The format shown below should be used in preparing the Financial Proposal. No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

- The Offeror is required to prepare the Financial Proposal following the below format and submit it as a sperate file from the Technical Proposal as indicated in the Instruction to offerors.
- The Financial Proposal should align with the requirements in the Terms of Reference and the Offeror's Technical Proposal.

Table 1: Summary of Overall Prices:

Deliverables	Quantity	Unit Rate	Amount (USD)
05 Original short videos for social media and Youtube. Description: Videos should be minimum of 03 minutes each.	5		
02 Advertisements for television to be broadcast in Iraq. Description: Advertisement is under 03 minutes each.	2		
05 Radio messages Description: Messages are under 05 minutes each.	5		
08 Visual products for social media and web use Description: Infographics and graphics.	8		
Airtime on 03 radio stations and 02 Iraqi television stations	3 Radio 2 Iraqi TVs		
Sub total			
Management Fee (should not exceed 8%)			
Other Costs (Total Table 2 & 3)			
Total Amount of Financial Proposal (Cost to be evaluated)			

Table 2: Breakdown of Professional Fees:

Title	Quantity	Total period of engagement/month	Monthly rate	Total Amount
		A	B	C=A+B
Project Manager	1	4		
Media Production Officer	2	4		
Media Assistant	1	4		
Communication Officer	1	4		
Finance/Admin Assistant	1	2		
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs:

Description	Quantity	Unit Price	Total Amount
Transportation			
Communication			
Other, please specify ….			
		Subtotal Other Costs:	

IMPORTANT NOTE: The amount of the Financial Offer MUST NOT be mentioned anywhere in the submitted documents or eTendering system other than the Financial Proposal.

The Financial proposal should be submitted on the prescribed Form-F (above)

Submitted Financial proposal should be password protected and the Password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer.

Section 8. UNDP 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 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 fulfil 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 subcontractors, 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 subcontractors. The obligations under this Article do not lapse upon termination of this Contract.

8.1 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.2 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.

8.3 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.

8.4 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.

8.5 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.5.1 Name UNDP as additional insured;

8.5.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.5.3 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.

11.1 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.2 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.

11.3 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.

11.4 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.

11.5 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.

13.1 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:

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

13.2.1 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,

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

13.3 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:

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

13.3.2 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:

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

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

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

13.4 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.

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

13.6 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.

13.7 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.

14.1 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.2 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.

14.3 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.

14.4 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.

14.5 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..

15.1 TERMINATION

15.2 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.

15.3 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.

15.4 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.

15.5 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.

16.1 SETTLEMENT OF DISPUTES

16.2 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.

16.3 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.

18.1 TAX EXEMPTION

18.2 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.

18.3 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.

19.1 CHILD LABOUR

19.2 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.

19.3 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.

20.1 MINES:

20.2 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.

20.3 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.

22.1 SEXUAL EXPLOITATION:

22.2 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.

22.3 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.

23.1 SECURITY:

23.2 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.

23.3 UNDP 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 UNDP's property in its custody as set forth in paragraph 4.1 above.

24.1 AUDITS AND INVESTIGATIONS:

24.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP 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 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.3 The Contractor acknowledges and agrees that, at any time, UNDP 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 UNDP 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 UNDP 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 UNDP hereunder.

25.1 ANTI-TERRORISM:

25.2 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP 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 UNDP 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.

26.1 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 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 UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.