



## REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: June 14, 2021
	REFERENCE: 472-2021-UNDP-UKR-RFP- Design and implement a communications campaign

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Design and implement a communications campaign to raise awareness and understanding of nature-based solutions (NBS) among central and local authorities including municipalities, NGOs, communities, academia and business sector at national level that will advocate the implementation of NBS nation-wide.**

Please be guided by the form attached hereto as Annex 1, in preparing your Proposal.

Proposals may be submitted on or before **Monday, June 28, 2021 till 23:59 Kyiv time** and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
[tenders.ua@undp.org](mailto:tenders.ua@undp.org)  
**Procurement Unit**

Your Proposal must be expressed in the **English, Ukrainian or Russian languages**, and valid for a minimum period of **90 days**.

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

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

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

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

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscclconduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscclconduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Ms. Agnes Kochan  
Operations Manager



MA

**Annex 1****Description of Requirements**

Context of the Requirement	Promoting the nature-based solutions for sustainable cities in Ukraine among central and local authorities including municipalities, NGOs, communities, academia, and business sector at national level.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	Design and implement a communications campaign to raise awareness and understanding of nature-based solutions (NBS) among central and local authorities including municipalities, NGOs, communities, academia and business sector at national level that will advocate the implementation of NBS nation-wide.
List and Description of Expected Outputs to be Delivered	<p><b>1. Communications and visibility plan development</b></p> <p>1.1 Develop an entire campaign strategy, operation action plan, as well as a monitoring and evaluation concept with specific indicators for measuring the effectiveness of the campaign.</p> <p>Outputs:</p> <ul style="list-style-type: none"> <li>Operational documents containing the following elements: operational program implementation plan (PR plan) with developed key messages, set deadlines, clarified roles and responsibilities.</li> <li>Informational guidelines with details on target groups; communications channels, resources that will be engaged; and a timeline of stages of information campaign development and their objectives, including the strategic objectives to support communication of the nature-based solutions in cities.</li> <li>Evaluation strategy: evaluation forms aimed at gauging the impact of the strategy on target groups are created, and a method for analysing them is established.</li> </ul> <p>The campaign design should engage women and men from different groups through an inclusive and participatory approach (members of City Councils, citizens, civil society organizations, including women's organizations, and local media). Plan will be elaborated in line with UNDP principles of gender-responsive communications.</p> <p><b>2. Communications and media support for the NBS workshop for the local and national authorities</b></p> <p>2.1 Provide communications and media support for the one 2-hour workshop within the project: Nature-based solutions for sustainable cities (online event).</p> <p>Outputs:</p> <ul style="list-style-type: none"> <li>Concept of an online workshop elaborated for the most efficient delivery of key messages.</li> <li>Media advisory prepared for the event and disseminated among the local media.</li> <li>Press release prepared for the event and disseminated among local media.</li> <li>At least one news article is published in the local media (for example, interviews with experts).</li> </ul>

	<ul style="list-style-type: none"> <li>• Project briefs and handouts (fact sheets, story lines) about the events are designed and disseminated.</li> <li>• Collect sex-disaggregated information on participants.</li> <li>• Conduct capacity assessment of participants that includes at least one question on gender-responsive NBS prior and after the workshop to measure the level of knowledge improvement.</li> </ul> <p><b>3. Video clips to promote nature-based solutions</b></p> <p>3.1. To produce and agree with UNDP different promotional videos (up to 3 minutes each, one of them animated) for further dissemination through social media and other relevant media channels. The video clips should focus on the benefits of applying NBS approaches and promote them nationally and locally.</p> <p>Partnerships with outreach amplifiers should be established at the local authority and civil society levels to maximize outreach; at least one video story should feature specific target groups (women with disability, boys and girls, etc.); sex-disaggregated data on people reached by communications campaign through video should be collected for the report; fair and non-stereotypical representation of women and men, boys and girls in video and other props should be ensured.</p> <p>The video should explain the NBS concept and the benefits that citizens (communities, non-profit organizations, academia) will gain from their city joining the project. It should motivate cities to join the NBS project in its intention of enhancing nature-based standards. The concept should also include customized parts showing the relevance of joining the project for each city, based on the local context.</p> <p>Parameters of the audio-visualized animated videos (subject to change at the post-production stage):  HD - the highest quality that corresponds to the standard quality level for this kind of work, according to the conditions which ensure the protection of the interests of recipients of works and necessary for placing on the air of the television channel; the aspect ratio 16x9, separating power 1920x10804; codec: xdcamHD (50mbit / s 4: 2: 2); container: mx; sound level - 18dB; audio: 2 channels (mono). The programmes shall include animated infographics that complement and maximally illustrate the topic. The Service Provider should select musical works, musical composition and sound design, as musical accompaniment for the Videos and purchase the rights to use these musical works.</p> <p>Outputs:</p> <ul style="list-style-type: none"> <li>• Concept for 2 (two) video clips (up to 3 minutes each, one of them animated) containing the following elements elaborated: key messages; script and concept; main character sketches; captures; voice overs; and music developed and agreed with UNDP. Each video must be gender/conflict/crisis sensitive, comply with UNDP Code of Ethics, have English subtitles.</li> </ul>
--	--

	<p><b>4. Visual infographics on the nature-based solutions (appr. 10 pages in total)</b></p> <p>4.1. Design infographics on the NBS concept and its value for the well-being of citizens. Disseminate them among target audiences.</p> <p>Outputs:</p> <ul style="list-style-type: none"> <li>• Five (5) infographics designed (based on the storytelling approach) in adherence to UNDP communications and visibility guidelines, including the principles of gender-responsive communications, using plain non-stereotypical language and visualization to make it attractive and easy to understand for citizens from diverse groups (people with disabilities, children, elderly, etc.).</li> <li>• All infographics disseminated among authorities during the workshop, among civil society organizations and social media to ensure wide coverage. Sex-disaggregated information on those who received materials collected.</li> </ul> <p><b>5. Nature-based solution leaflet (appr. 10 pages in total)</b></p> <p>5.1. Prepare a booklet on the NBS concept and its value for well-being of citizens. Disseminate them among target audiences.</p> <p>Outputs:</p> <ul style="list-style-type: none"> <li>• One leaflet prepared, edited and designed (based on the storytelling approach) in adherence to UNDP communications and visibility guidelines, including the principles of gender-responsive communications, using plain non-stereotypical language and visualization to make it attractive and easy to understand for citizens from diverse groups (people with disabilities, children, elderly, etc.).</li> <li>• The leaflet disseminated among authorities during the workshop, among civil society organizations and social media to ensure wide coverage. Sex-disaggregated information on those who received materials collected.</li> </ul> <p><b>6. Information campaign in the media and social media</b></p> <p>6.1. To support the visibility of the NDS campaign in the media and in the social media promoting the idea of NBS, in a simple and attractive way, what the benefits diverse groups of citizens gain from living in a city that implements NBS approach, and how it influences well-being, environmental quality, and climate change. Showcase the best practices of NBS in cities around the world, as well as give cases with more of a local context. The articles should be written based on principles of solution journalism and contain specific tips and guidelines on how locals from diverse groups can utilize existing tools and mechanisms.</p> <p>Outputs:</p> <ul style="list-style-type: none"> <li>• At least three (3) thematic articles (appr. 500 words) on the benefits of NBS for the cities drafted and published in local media on popular Ukrainian platforms (such as Ukrayinska Pravda, Vox Ukraine, the Village, etc.).</li> <li>• At least 20 social media posts (appr. 200 words) about the NBS concept encouraging municipalities, business, and civil society organizations to use available tools and mechanisms to enhance NBS approach during</li> </ul>
--	--

	<p>the contractual period in relevant social media including project facebook page.</p> <p><b>7. Final stage</b>  7.1. A project completion report containing implementation plan, communications report, concepts of all videos, photo and video materials produced and agreed with the Programme.</p>
Person to Supervise the Work/Performance of the Service Provider	Project Manager, Ms. Olena Tarasova-Krasiieva
Frequency of Reporting	As per TOR in Annex 2, paragraph VI. REQUIREMENTS FOR MONITORING/REPORTING
Progress Reporting Requirements	As per TOR in Annex 2, paragraph VI. REQUIREMENTS FOR MONITORING/REPORTING
Location of work	<input checked="" type="checkbox"/> Exact Address/es: within Ukraine. <input type="checkbox"/> At Contractor's Location
Expected duration of work	5 months.
Target start date	July 2021.
Latest completion date	November 30, 2021.
Travels Expected	Within Ukraine.
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency The proposal will be fixed in the currency proposed. Please propose in only one of applicable currencies. In case of proposal in local currency, the amount will be converted to USD based on UNORE currency rate for comparison. Local suppliers

	with contracts fixed in USD are paid in local currency based on UNORE rate for the date of payment. <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	Payment for services of the Contractor will be held in six stages upon completion of each deliverable after the submission of the interim/final reports: <b>1.</b> 60% of the grand total to be paid on submission of Interim Report #1. <b>2.</b> 30% of the grand total to be paid after submission of Interim Report #2. <b>3.</b> 10% of the grand total to be paid after submission of Final Report #3.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, Ms. Olena Tarasova-Krasiieva
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Experience of the organization submitting the proposal 20%. <input checked="" type="checkbox"/> Proposed work plan, methodology and approach 30%. <input checked="" type="checkbox"/> Personnel and invited experts/consultants 50%.  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider. <input type="checkbox"/> One or more Service Providers, depending on the following factors.

Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services). <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000).  Applicable Terms and Conditions are available at: <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Annexes to this RFP	<input checked="" type="checkbox"/> Description of Requirements (Annex 1). <input checked="" type="checkbox"/> Detailed TOR (Annex 2). <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3). <input checked="" type="checkbox"/> General Terms and Conditions of UNDP (Annex 4).
Contact Person for Inquiries (Written inquiries only)	Procurement Unit UNDP Kyiv, Ukraine <a href="mailto:Procurement.ua@undp.org">Procurement.ua@undp.org</a> 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.
Documents to be submitted with the proposal	<ul style="list-style-type: none"> <li>• Duly filled in and signed forms of proposal (Annex 3).</li> <li>• Letter of interest/proposal, providing methodology on how the work will be conducted and/or approached.</li> <li>• Proposed working plan, with suggested timeline (Gantt chart with key stages and events, their dates and places) as well as names of staff responsible for each activity.</li> <li>• Description of the campaign strategy; how objectives mentioned in ToR will be achieved. Separate descriptions of the draft concept for each activity.</li> <li>• Approach to the development of the campaign, targeting, messaging, etc.</li> <li>• Examples of previous work (video, infographics, brochures, posters, links, proven record of organizing outreach public events (i.e. at least two references from clients).</li> <li>• Should part of the work under this ToR be sub-contracted, the Proposer can provide samples from the expected sub-contractors. Sub-contracting arrangements in this case must be clearly described in the Technical Proposal.</li> <li>• Personal CVs of Project Manager/Team Leader, Project/Communication Assistant, Graphic designer, Videographer.</li> <li>• Copy of state registration document and taxpayer certificate.</li> <li>• Copy of balance sheets past 2 recent years for evaluation of financial sustainability.</li> <li>• A financial proposal in line with the instructions provided in the RFP.</li> <li>• Note: the financial proposal shall be in a password-protected archive and separate from the technical proposal. The password to the financial proposal archive shall not be provided unless requested and shall not be included with the original submission – in the cover letter or any other submission part.</li> </ul>
Other Information	<p><b>Pre-bid conference will be conducted</b>  <b>21.06.2021, at 10:00</b>  <b>Via Zoom</b></p> <p>To express your interest to take part please send notification to <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a>, <b>point out tender reference in subject</b>, the title of the company, names and positions of the representatives including contact</p>



	<p>details in the body of e-mail. Link to zoom conference will be provided upon processing your inquiry.</p> <p><b>Electronic submission requirements:</b></p> <ol style="list-style-type: none"> <li>1. Format: PDF files, <b>ZIP archives only.</b></li> <li>2. File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>3. All files must be free of viruses and not corrupted.</li> <li>4. <b>Password for financial proposal must not be provided to UNDP until requested by UNDP. Provision of non-password protected financial proposal leads to disqualification from the tender process.</b></li> <li>5. Time Zone to be Recognized: Kyiv, Ukraine.</li> <li>6. Max. File Size per transmission: 5 MB.</li> <li>7. Mandatory subject of email: <b>472-2021-UNDP-UKR-RFP-Design and implement a communications campaign, Part №.... From (total quantity of parts in submission).</b></li> <li>8. Application forms to be filled in any of the languages listed: English/Ukrainian/Russian; supporting documents such as local registration/licenses/certificates issued in local language may be provided without translation.</li> <li>9. <b>Please do not duplicate your submission to <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a></b> <b>This address is used only for questions and answers.</b></li> <li>10. Other conditions: Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</li> </ol>
--	---

**Annex 2****Terms of Reference**

**Project title:** Nature-based solutions for sustainable cities in Ukraine.

**Company title:** Communications Company (PR and Marketing).

**Communication Campaign:** Promoting the nature-based solutions for sustainable cities in Ukraine among central and local authorities including municipalities, NGOs, communities, academia, and business sector at national level.

**Description of the assignment:** Design and implement a communications campaign to raise awareness and understanding of nature-based solutions (NBS) among central and local authorities including municipalities, NGOs, communities, academia and business sector at national level that will advocate the implementation of NBS nation-wide.

**Country/place of implementation:** Ukraine.

**Possible travel (if applicable):** Within Ukraine.

**Starting date of assignment:** July 2021.

**Campaign duration:** Five months (July 2021 – communications and visibility plan elaboration and content and messages development; July-November 2021 – broadcasting stage)

**BACKGROUND INFORMATION ON THE PROJECT**

Around 70% of the World population will soon live in urban areas. The majority of these cities have only 10% green areas in their core ([European Environmental Agency 2010](#)), and continued urbanization is leading to further decreases in the “green space per capita”. Consequently, the human well-being and health associated with ecosystem services is becoming seriously impaired (e.g. reduced air quality and lung diseases, mental health and social cohesion) ([Haase et al. 2014](#); [Handel et al. 2015](#); [Cox et al. 2018](#)). In addition, urbanization trend leads to the fragmentation, depletion and destruction of urban ecosystems—causing biodiversity losses and further reducing the magnitude of ecosystem services ([Elmqvist et al. 2015](#)). These trends are particularly alarming when the state of the coupled human-nature ecosystem is deteriorating at increasingly higher rates every year. As an example, the latest [UN report](#) shows one million species face extinction, and only 12 years left to prevent irreversible damage from climate change, according to the [International Panel on Climate Change report](#).

**COVID-19 pandemic** has provided compelling proof of how closely human health and wellbeing is linked with the health of the natural world. Expansion of cities at a rapid rate, climate change and distraction of countless natural habitats brings us into closer and more frequent contact with viruses. Poor air quality complicates the coronavirus disease; while lack of green space on walkable distance magnifies mental health problems among quarantining population.

In Ukraine, wellbeing in the cities are in addition pressure from the armed conflict. Over 1.4 million people (60% of IDPs in Ukraine are women) has been displaced due to the conflict in the east of Ukraine and migrated to the main cities, such as Kyiv. Moreover, old Soviet infrastructure crumbling after years of underinvestment, an excessive energy intensity of industry, public and residential sectors. For example, many buildings built back in Soviet times do not meet modern standards, especially for energy efficiency. This means high energy consumption to heat the buildings and very low indoor temperatures in many of them.

In addition, women and men from different groups in Ukraine (age, ethnicity, race, (dis)abilities, LGBTIQ+, cultural background, or social status, etc.) have different access to green space. People with lower income, minority, older, and women residents usually suffering from a lower access to green space in cities, while planners and environmental management often fail incorporating community perceptions and values of nature in the city planning.

Thus, there is an urgent need to address those challenges and restore/rehabilitate urban ecosystems, while improving city infrastructures and citizens' wellbeing, providing a fair chance for local residents with diverse backgrounds to articulate their needs during the planning and decision process of green infrastructure, responding to their needs, and ensuring equal and safe access to improved areas leaving no one behind. One of the possible ways to achieve this is thought implementation of different types of Nature-Based Solutions (NBS) for cities.

The activity covers components of the nature-based solutions for sustainable cities in Ukraine project:

- Output 1 – National and local authorities have capacities to integrate and implement gender-responsive nature-based solutions in municipalities.
- Output 2 – Communities can test and scale up gender-responsive NBS initiatives.
- Output 3 – Diverse groups have improved knowledge and awareness on gender-responsive NBS.

For this purpose, UNDP is seeking a qualified Company to conduct an information campaign on Nature-based solutions.

Under the direct supervision of the NBS Project Manager, the Company will be responsible for the fulfilment of the deliverables as specified below.

The contractor will promote UNDP's mandate as a gender-responsive organization with zero tolerance to any kind of discriminatory and abusive behaviour, including sexual harassment, sexual exploitation and abuse.

#### **I. Communications Campaign objectives:**

- To raise awareness of central and local authorities, communities, business and academia, and journalists of the nature-based solutions, encouraging them to use available tools and mechanisms for decision making and implementation of NBS in urban development responding to the different needs of women, men, girls and boys from diverse groups.
- To lay the ground for breaking existing habits in urban planning and to change people's perception of urban environment.

#### **Target audiences:**

- Decision-making bodies at all levels (Government of Ukraine, Members of Parliament (MPs), representatives of subnational and local authorities, municipalities);
- Civil society organizations and activists;
- Business sector;
- Educational institutions;
- Mass media (national and local);
- Opinion leaders, experts;
- General audience: 18-60 year-old women and men from diverse groups (people with disabilities, children, elderly, etc.), socially active, all regions.
- The content of the messages will be developed in close co-operation with the NBS Project Manager and under its direct guidance.

#### **II. Scope of Work and Expected Outcomes**

##### **1. Communications and visibility plan development**

1.2 Develop an entire campaign strategy, operation action plan, as well as a monitoring and evaluation concept with specific indicators for measuring the effectiveness of the campaign.

Outputs:

- Operational documents containing the following elements: operational program implementation plan (PR plan) with developed key messages, set deadlines, clarified roles and responsibilities.
- Informational guidelines with details on target groups; communications channels, resources that will be engaged; and a timeline of stages of information campaign development and their

objectives, including the strategic objectives to support communication of the nature-based solutions in cities.

- Evaluation strategy: evaluation forms aimed at gauging the impact of the strategy on target groups are created, and a method for analysing them is established.

The campaign design should engage women and men from different groups through an inclusive and participatory approach (members of City Councils, citizens, civil society organizations, including women's organizations, and local media). Plan will be elaborated in line with UNDP principles of gender-responsive communications.

## **2. Communications and media support for the NBS workshop for the local and national authorities**

2.1 Provide communications and media support for the one 2-hour workshop within the project: Nature-based solutions for sustainable cities (online event).

Outputs:

- Concept of an online workshop elaborated for the most efficient delivery of key messages.
- Media advisory prepared for the event and disseminated among the local media.
- Press release prepared for the event and disseminated among local media.
- At least one news article is published in the local media (for example, interviews with experts).
- Project briefs and handouts (fact sheets, story lines) about the events are designed and disseminated.
- Collect sex-disaggregated information on participants.
- Conduct capacity assessment of participants that includes at least one question on gender-responsive NBS prior and after the workshop to measure the level of knowledge improvement.

## **3. Video clips to promote nature-based solutions**

3.1. To produce and agree with UNDP different promotional videos (up to 3 minutes each, one of them animated) for further dissemination through social media and other relevant media channels. The video clips should focus on the benefits of applying NBS approaches and promote them nationally and locally.

Partnerships with outreach amplifiers should be established at the local authority and civil society levels to maximize outreach; at least one video story should feature specific target groups (women with disability, boys and girls, etc.); sex-disaggregated data on people reached by communications campaign through video should be collected for the report; fair and non-stereotypical representation of women and men, boys and girls in video and other props should be ensured.

The video should explain the NBS concept and the benefits that citizens (communities, non-profit organizations, academia) will gain from their city joining the project. It should motivate cities to join the NBS project in its intention of enhancing nature-based standards. The concept should also include customized parts showing the relevance of joining the project for each city, based on the local context.

Parameters of the audio-visualized animated videos (subject to change at the post-production stage): HD - the highest quality that corresponds to the standard quality level for this kind of work, according to the conditions which ensure the protection of the interests of recipients of works and necessary for placing on the air of the television channel; the aspect ratio 16x9, separating power 1920x10804; codec: xdcamHD (50mbit / s 4: 2: 2); container: mx; sound level - 18dB; audio: 2 channels (mono). The programmes shall include animated infographics that complement and maximally illustrate the topic. The Service Provider should select musical works, musical composition and sound design, as musical accompaniment for the Videos and purchase the rights to use these musical works.

**Outputs:**

- Concept for 2 (two) video clips (up to 3 minutes each, one of them animated) containing the following elements elaborated: key messages; script and concept; main character sketches; captures; voice overs; and music developed and agreed with UNDP. Each video must be gender/conflict/crisis sensitive, comply with UNDP Code of Ethics, have English subtitles.

**4. Visual infographics on the nature-based solutions (appr. 10 pages in total)**

4.1. Design infographics on the NBS concept and its value for the well-being of citizens. Disseminate them among target audiences.

**Outputs:**

- Five (5) infographics designed (based on the storytelling approach) in adherence to UNDP communications and visibility guidelines, including the principles of gender-responsive communications, using plain non-stereotypical language and visualization to make it attractive and easy to understand for citizens from diverse groups (people with disabilities, children, elderly, etc.).
- All infographics disseminated among authorities during the workshop, among civil society organizations and social media to ensure wide coverage. Sex-disaggregated information on those who received materials collected.

**5. Nature-based solution leaflet (appr. 10 pages in total)**

5.1. Prepare a booklet on the NBS concept and its value for well-being of citizens. Disseminate them among target audiences.

**Outputs:**

- One leaflet prepared, edited and designed (based on the storytelling approach) in adherence to UNDP communications and visibility guidelines, including the principles of gender-responsive communications, using plain non-stereotypical language and visualization to make it attractive and easy to understand for citizens from diverse groups (people with disabilities, children, elderly, etc.).
- The leaflet disseminated among authorities during the workshop, among civil society organizations and social media to ensure wide coverage. Sex-disaggregated information on those who received materials collected.

**6. Information campaign in the media and social media**

6.1. To support the visibility of the NDS campaign in the media and in the social media promoting the idea of NBS, in a simple and attractive way, what the benefits diverse groups of citizens gain from living in a city that implements NBS approach, and how it influences well-being, environmental quality, and climate change. Showcase the best practices of NBS in cities around the world, as well as give cases with more of a local context. The articles should be written based on principles of solution journalism and contain specific tips and guidelines on how locals from diverse groups can utilize existing tools and mechanisms.

**Outputs:**

- At least three (3) thematic articles (appr. 500 words) on the benefits of NBS for the cities drafted and published in local media on popular Ukrainian platforms (such as Ukrayinska Pravda, Vox Ukraine, the Village, etc.).
- At least 20 social media posts (appr. 200 words) about the NBS concept encouraging municipalities, business, and civil society organizations to use available tools and mechanisms to enhance NBS approach during the contractual period in relevant social media including project facebook page.

**7. Final stage**

7.1. A project completion report containing implementation plan, communications report, concepts of all

videos, photo and video materials produced and agreed with the Programme.

## **GENERAL OPERATIONS**

- Coordination with other UNDP projects, partners/contractors to ensure effective cooperation, wherever possible.
  - Ensuring there is proper reference to UNDP in all of the products created under the Contract.
  - The Contractor will be responsible for managing the task implementation process, its human resources, logistics and expenditures related to the tasks in terms of time and adequacy, in close consultation with UNDP.
  - Any communications product shall first be cleared with the UNDP Project Manager to ensure its compliance with corporate UNDP Visibility Guidelines, including UNDP principles of gender-responsive communications. Interim Reports will be provided by the Contractor on a monthly basis (and/or at the request of UNDP). UNDP will be the final authority to control the quality of the work and evaluate it.
- No visibility materials shall be made public without the written approval of UNDP.

## **Copyright**

The results must be submitted in Ukrainian and English. Ownership, copyright, and all other rights of any kind to all materials produced in accordance with the provisions of this Terms of Reference will belong exclusively to UNDP.

## **VI. REQUIREMENTS FOR MONITORING/REPORTING**

The Contractor will report to the Project Manager. Developed materials will be approved by UNDP Communication and Gender specialist.

The Contractor shall provide the necessary information, reports, and statistics according to a preliminarily determined schedule and on an ad hoc basis (within a reasonable period of time).

In particular, the Contractor shall prepare and submit the following reports to UNDP:

- Interim Report #1 – on completion of Deliverable 2.
- Interim Report #2 – on completion of Deliverable 5.
- Final Report – on completion of Deliverable 7.

## **Use of Reports/Documents**

No report or document should be published or distributed to third parties without the approval of UNDP. The Tentative Work Plan provided hereinabove may be amended on the Contractor's suggestions and/or mutual agreement between UNDP and the Contractor, and solely under written consent. Any unauthorized breach of terms and conditions of the agreed plan may lead to the termination of the contract.

## **VII. EXPERIENCE AND QUALIFICATION REQUIREMENTS**

- Officially registered organization (commercial, non-governmental, public);
- Minimum of five years of experience on Ukrainian social advertising/production/communications market;
- Experience in conducting commercial, advocacy awareness-raising or media campaigns, preferably beyond subnational level (at least two communications campaigns were conducted and at least six oblasts were covered);
- Experience in cooperation with international organizations would be an asset;
- Knowledge of nature-based solutions and environmental issues would be an asset;
- Knowledge of principles of gender-responsive communications would be an asset.

## **Requirements for the Company Team members:**

Project Manager/Team Leader

- 1) Master's or equivalent degree in Management, Social Science, Marketing, Communications, Journalism, Advertising or other relevant education;
- 2) At least 3 years of experience in project management;
- 3) At least 3 years of experience in conducting awareness-raising/advocacy/media or communications campaigns;
- 4) Fluent Ukrainian and upper-intermediate level of English language;
- 5) Knowledge of nature-based solution and environmental issues.

Project /Communication Assistant

- 1) Bachelor's or equivalent degree in Social Science, Marketing, Communications, Journalism, Advertising or other relevant education;
- 2) At least 2 years of proven experience in conducting awareness-raising/advertising/advocacy campaigns;
- 3) Fluent Ukrainian and upper-intermediate level of English language.

Graphic designer

- 1) At least two years of relevant experience in graphic design production/publishing;
- 2) Excellent knowledge of Ukrainian and Russian. Knowledge of English would be considered an asset.

Videographer

- 1) At least 3 years of proven experience in design and video commercials' production
- 2) At least 2 years of proven experience in public awareness/ advertising campaigns.

**VIII. DOCUMENTS TO BE SUBMITTED IN TECHNICAL PROPOSAL**

- ☒ Letter of interest/proposal, providing methodology on how the work will be conducted and/or approached;
- ☒ Proposed working plan, with suggested timeline (Gantt chart with key stages and events, their dates and places) as well as names of staff responsible for each activity;
- ☒ Description of the campaign strategy; how objectives mentioned in ToR will be achieved. Separate descriptions of the draft concept for each activity.
- ☒ Approach to the development of the campaign, targeting, messaging, etc.
- ☒ Examples of previous work (video, infographics, brochures, posters, links, proven record of organizing outreach public events (i.e. at least two references from clients). Should part of the work under this ToR be sub- contracted, the Proposer can provide samples from the expected sub- contractors. Sub- contracting arrangements in this case must be clearly described in the Technical Proposal.

Personal CVs of Project Manager/Team Leader, Project/Communication Assistant, Graphic designer, Videographer

#### IV. FINANCIAL PROPOSAL

The Financial Proposal should be submitted in a separate archived file protected by password and include the following categories of costs.

#	Activity/Costs	Unit	Number	Cost per unit	Amount excluding VAT	VAT	Amount including VAT
1	Personnel						
	Project Manager/Team Leader						
	Project/Communication Assistant						
	Graphic designer						
	Videographer						
	<i>Other (specify as necessary)</i>						
2							
	Other costs (if any - to define clearly activities/costs)						
	<i>Other costs (if any - to define clearly activities/costs)</i>						

#### SUGGESTED PAYMENT SCHEDULE:

Payment for services of the Contractor will be held in three stages upon completion of each deliverable after the submission of the interim/final reports:

1. 60% of the grand total to be paid on submission of Interim Report #1.
2. 30% of the grand total to be paid after submission of Interim Report #2.
3. 10% of the grand total to be paid after submission of Final Report #3.

#### EVALUATION CRITERIA

##### Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that pass the minimum technical score of 70 percent (or 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

At the First Stage, the technical proposal is evaluated on the basis of how well it corresponds to the Terms of Reference (TOR), and as to the Evaluation Criteria below.

At the Second Stage, the price proposals of all offerors who have attained the minimum 70 percent score in the technical evaluation will be reviewed.

The overall evaluation will be completed in accordance with a cumulative analysis scheme, under which the technical and financial aspects will have pre-assigned weights on 70 percent and 30 percent of the overall score respectively. The lowest cost financial proposal (out of technically compliant) will be selected as a baseline and allocated the maximum number of points obtainable for the financial part (i.e. 300). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g. 300 points x lowest price / quoted price.



The winning proposal will be the one with the highest number of points after the points obtained in both technical and financial evaluations, respectively, are added up. The contract will be awarded to the bidder that submitted the winning proposal.

### Evaluation and comparison of proposals

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization			
1	Experience of the organization submitting the proposal	20%	140				
2	Proposed work plan, methodology and approach	30%	210				
3	Personnel and invited experts/consultants	50%	350				
<b>Total Score</b>		<b>100%</b>	<b>700</b>				
<b>Notes</b>							

Technical evaluation forms are provided in the next pages. The maximum points obtainable as per each criterion indicate the relative importance or score weight in general evaluation process.

#### Technical Evaluation Forms:

Form 1. Experience of the company / organization submitting the proposal

Form 2. Proposed work plan, methodology and approach

Form 3. Personnel and invited experts/consultants

#### Technical Evaluation Criteria

Evaluation of the Technical Proposal Form 1			Maximum score	Company/Other organization		
				A	B	C
<b>The experience of the company / organization submitting the proposal</b>						
1.1	General organizational capacity (e.g., size of the organization, the reputation of the organization and personnel, competence / relevant experience) and the duration of work in the relevant sphere (minimum five years - 40 points, six years and more – 50 points)	50				
1.2	Experience in conducting public commercial, advocacy, awareness-raising or media campaigns, preferably beyond subnational level (at least two campaigns were conducted and at least six oblasts were covered): two campaigns – 20 points; three campaigns – 30 points; four and more campaigns – 50 points.	50				
1.3	Experience in cooperation with international organizations: availability of experience – 20 points, no experience – 0 points.	20				
1.4	Knowledge of environmental issues – 15 points, no proof of such knowledge – 0 points.	15				
1.5.	Knowledge of principles of gender-reponsive communications would be an asset	5				
<b>The total score on Form 1</b>			<b>140</b>			

Evaluation of the Technical Proposal Form 2		Maximum score	Company/Other organization		
			A	B	C
Proposed work plan, methodology and approach					
2.1	The quality of the proposed communications campaign and concepts for outreach events and activities and its compliance with the stated goals of the TOR: <ul style="list-style-type: none"><li>- The campaigns strategy involves all target groups, geographical areas and messages proposed in the ToR – up to 40 points;</li><li>- The campaign is looped and combines all required components within single tagline – up to 30 points;</li><li>- The proposed messages ensure achievement of abovementioned outcomes – up to 20 points.</li></ul>	up to 90			
2.2	How well developed, optimal and compliant with the terms of reference is the action plan with a list of key activities and a time frame? <ul style="list-style-type: none"><li>- The plan is detailed with a breakdown by working days – up to 50 points;</li><li>- The plan is realistic and meets the timing requirements of the Project – up to 40 points;</li><li>- Key activities are developed in the optimal sequence and provide for optimal implementation of the program – up to 30 points</li></ul>	up to 120			
	<b>The total score on Form 2</b>	<b>210</b>			

Evaluation of the Technical Proposal Form 3		Maximum score	Company/Other organization		
			A	B	C
Personnel					
Project Manager/ Team Leader					
3.1.	Experience in project and team management (3 – 4 years – 30 points, 5 years and more – 50 points)	50			
3.2.	Availability of relevant experience in conducting awareness-raising/ advocacy/ media / advertising campaigns (2 years – 50 points; 3 years and more – 70 points)	70			
3.3.	Higher education in Management, Social Science, Journalism, Marketing, Communication, Advertising or other relevant education (Master’s/ Specialist’s degree – 5, PhD or higher - 20 points)	20			
3.4.	Language skills (Fluent Ukrainian and upper-intermediate English – 5 points, Fluent Ukrainian and fluent English - 10 points)	10			
Interim score by criteria 3.1.-3.4.		150			
Project/Communication Assistant					
3.5.	Availability of proven experience in conducting awareness-raising /advertising/ advocacy campaigns (2 years – 30 points; 3 years and more – 50 points)	50			
3.6.	Higher education in Social Science, Marketing, Communication, Journalism, Advertising or other relevant	30			

	education: Bachelor's degree – 10 points, Master's/ Specialist's degree or higher - 30 points)				
3.7.	Language skills (Fluent Ukrainian and upper-intermediate English – 5 points, Fluent Ukrainian and fluent English - 10 points)	10			
	<b>Interim score by criteria 3.5.-3.7.</b>	<b>90</b>			
<b>Graphic designer</b>					
3.8.	Availability of proven experience in design (3 years – 40 points, 4 years and more – 50 points)	50			
3.9.	Language command (Ukrainian, Russian) – 5 points; working level of English would be an asset – 5 points.	10			
	<b>Interim score by criteria 3.8.-3.9.</b>	<b>60</b>			
	<b>Videographer</b>				
3.10.	Professional experience in design and video commercials' production (3 years – 10 points, 4 years – 20 points, 5 years or more – 30 points).	30			
3.11.	Experience in participating in public awareness/advertising campaigns (2 years – 10 points, 3 years – 15 points, 4 years or more – 20 points).	20			
	<b>Interim score by criteria 3.10.-3.11.</b>	<b>50</b>			
	<b>The total score on Form 3</b>	<b>350</b>			

**Annex 3****FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>**

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)***

[insert: *Location*].

[insert: *Date*]

To: Ms. Agnes Kochan

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the 472-2021-UNDP-UKR-RFP-Design and implement a communications campaign dated *[specify date]*, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

**A. Qualifications of the Service Provider**

<b>BRIEF COMPANY PROFILE</b>	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any)	
Business Licenses – Registration Papers, Tax Payment Certification, etc.	EDRPOU, ID tax number. Copies of State registration and Tax registration should be attached
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 2 previous partners for reference	Please attach the signed reference letters
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List	Yes/No (Please choose)

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Other relevant information	
----------------------------	--

**B. Proposed Methodology for the Completion of Services**

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

Proposed Methodology for the Completion of Assignment, including a detailed description of how the proposed approach and methodology meets or exceeds the requirements. All essential aspects should be addressed in sufficient detail, including a description of the methodology, instruments, and resources to complete the tasks; implementation timelines, information on subcontracting (if any). The methodology shall also include details of the Applicant's risk mitigation, reporting and monitoring, technical and quality assurance review mechanisms, and any other comments or information regarding the approach and methodology (information should not exceed 15 pages).

**C. Qualifications of Key Personnel**

*The Service Provider must provide :*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*

### Financial Proposal Form<sup>3</sup>

The Proposer must prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers. The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately. In the case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor. The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. The bidders are requested not to modify/alter lines but keep them in their financial proposal.

#### Cost Breakdown

#	Activity/Costs	Unit	Number	Cost per unit	Amount excluding VAT	VAT	Amount including VAT
1	Personnel						
	Project Manager/Team Leader						
	Project/Communication Assistant						
	Graphic designer						
	Videographer						
	<i>Other (specify as necessary)</i>						
2							
	Other costs (if any - to define clearly activities/costs)						
	<i>Other costs (if any – to define clearly activities/costs)</i>						

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

<sup>3</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

**Annex 4****GENERAL TERMS AND CONDITIONS FOR SERVICES****1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the

nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions,



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

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

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

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

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

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

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

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order

the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2,

Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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