



REQUEST FOR PROPOSAL (RFP)

REFERENCE: UNCDF/TZA/RFP 94890/2022/002	DATE: September 9, 2022
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Dear Sir / Madam:

We kindly request you to submit your Proposal to Support Documentation, Create Awareness and Ensure Visibility of the UNCDF CookFund Programme in Tanzania

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

Proposals may be submitted on or before Friday, September 23, 2022 and via email to the address below:

[United Nations Capital Development Fund
uncdf.procurement@uncdf.org](mailto:uncdf.procurement@uncdf.org)

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNCDF 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.

The Technical Proposal and Financial Proposal files **MUST BE COMPLETELY SEPARATE** and sent separately and clearly marked as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL,” as appropriate. Each document shall include the Proposer’s name and address. The subject of the email should state: **RFP UNCDF/TZA/RFP 94890/2022/002 – Communications and Public Relations Firm**

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 UNCDF 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 UNCDF, 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 UNCDF'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 UNCDF after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNCDF 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 UNCDF/UNDP in this link: [General Terms and Conditions / Special Conditions for Contract.](#)

Please be advised that UNCDF 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.

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNCDF encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNCDF 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.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Peter Malika
Program Manager
9/9/2022

Description of Requirements

Context of the Requirement	<p>The United Nations Capital Development Fund (UNCDF) is the UN's capital investment agency for the World's 46 least developed countries (LDCs). UNCDF offers "last mile" finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development. UNCDF's financing models work through three channels: inclusive digital economies, local development finance, and investment finance. The organization implements several programmes including the Local Finance Initiative (LFI), a global programme with its global technical secretariat based in Tanzania.</p> <p>Local Finance Initiative (LFI) is a UNCDF investment mechanism that enables developing countries to unlock the flow of domestic capital to invest in sustainable development. The LFI mechanism has proven that transformative local development investments can tap into additional capital from both public sector and domestic capital markets. Facilitation by LFI is a way of making public funding go further by reducing risks so the private sector and other partners can invest in development projects.</p> <p>The CookFund is a key component of the Integrated Approach for Enhancing Sustainable Cooking Solution in Tanzania which seeks to address both policy and market challenges of the cooking energy sector. The objective is to increase usage of modern and clean cooking solutions in urban areas for improved environment and inclusive wellbeing of the population. Funded by the Delegation of European Union (EU) and implemented in close collaboration with the Ministry of Energy, and UNCDF, the CookFund has a focus in the regions of Dar es Salaam, Mwanza, Dodoma, Pwani, and Morogoro. Targeted beneficiaries include suppliers and consumers of clean cooking technologies in these regions.</p> <p>The UNCDF office in Tanzania is seeking to hire a Communication and Public Relations Firm (Communications Firm or the 'Firm') to support the implementation of their new CookFund programme's Communications and Visibility plan. The Firm should be based in Dar es Salaam.</p>
Implementing Partner of UNCDF	N/A
Brief Description of the Required Services ¹	<p>Scope</p> <p>The Consulting firm will work under the direct supervision of the UNCDF technical team in Tanzania. The selected firm is expected to use multiple communications channels in developing communications products, content writing and collecting stories that will highlight the impact of the CookFund in</p>

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

	<p>addressing both policy and market challenges of the cooking energy sector with the main objective of increasing usage of modern and clean cooking solutions in urban areas for improved environment and inclusive wellbeing of the population.</p> <p>The Firm will be required to travel to various project sites to interview stakeholders and collect relevant images and contents.</p> <p>The travel costs associated with the assignment will be paid by UNCDF based on UNCDF rules and regulations which states that consultants shall only be paid the most direct and most economical ticket, as will be quoted by the official UN travel agency.</p> <p>Any amount in excess of the said quotation, such as class and airline preference of the consultant, shall be borne by the consultant. Lodging and terminal expenses shall not exceed those allowed within UNCDF policy.</p> <p>The communication firm shall do the following:</p> <ul style="list-style-type: none">• Develop Inception report• Review and Deploy CookFund Communication and Visibility Plan• Develop and Implement Partnership and Stakeholders’ Engagement Plan• Develop and Implement Media Relations and Engagement Plan• Content Creation and Development of Communication Materials• Organize results sharing activities and events for knowledge sharing and visibility	
List and Description of Expected Outputs to be Delivered	Activity	Deliverables/Output
	Activity 1: Development of Inception report Based on existing UNCDF Cook Fund Communication and Visibility Plan and other information provided, the Communications firm will develop an inception report comprised of a detailed workplan, approach, methodology	Final inception report that includes a detailed workplan, approach, methodology based on feedback from introduction meeting with UNCDF
	Activity 2: To review existing Communication and Visibility Plan	Revised Communication and Visibility plan to include: <ul style="list-style-type: none">• Revised messaging framework• Evaluation of tracking tools
	Activity 3: Develop and implement	1. Partnership and Stakeholder’s engagement Plan

	<p>Partnership and Stakeholders' Engagement Plan</p> <p>The communication firm will undertake the following:</p> <p>3.1 Conduct clean cooking energy stakeholders/actors mapping as per jointly agreed template</p> <p>3.2. Submit stakeholders mapping report</p> <p>3.3. Submit semiannual status report on the implementation of the stakeholder's engagement plan</p>	<p>2. Stakeholders mapping report</p> <p>3. Semiannual status report on implementation of the stakeholder's engagement plan</p>
	<p>Activity 4: Develop and implement Media Relations and Engagement Plan</p> <p>The communication firm shall do the following:</p> <p>4.1 Conduct local/national media mapping</p> <p>4.2 Develop Media Relation and Engagement Plan includes social media and other medias</p> <p>4.3 Conduct media orientation at least 1 per year</p> <p>4.4 Conduct one (1) day joint field visit missions in five (5) programme regions one (1) per each region per year</p> <p>4.5 Develop newspaper article, Op-eds, blog posts, press releases</p> <p>4.6 Submit media engagement evaluation report at least 1 report per year including social media evaluation report</p>	<p>1. Media mapping report to include list of potential media consisting of media outlets' names, journalists' contacts details like first name, last name, e-mail and phone numbers and location</p> <p>2. Quarterly Media Relation and Engagement Plan includes Social Media Engagement Plan with at least 2 social media posts per week, motion graphic videos, GIFs, posters, quote cards, short quote videos/GIFs, etc. for UNCDF social media platforms and other media</p> <p>3. 1 Media orientation report per year</p> <p>4. 5 Media coverage report for the 5 regions</p> <p>5. 3 Op-eds per year,</p> <p>6. 4 Newspaper articles per year</p> <p>7. 10 press releases per throughout the implementation period</p> <p>8. Evaluation reports on Media engagement at least 1 report per year</p>
	<p>Activity 5: Create content and design communication materials which includes:</p> <p>5.1 Design and create visibility and promotion materials</p> <p>5.2 Develop webpage content</p>	<p>1. Two(2) programme banners,</p> <p>2. Two (2) pages fliers,</p> <p>3. two (2) pages brochures,</p> <p>4. Two (2) journals (each to have at least 8 pages)</p> <p>5. Ten (10) projects case studies,</p> <p>6. Two (2) branded programme folders,</p>

		<ol style="list-style-type: none"> 7. 100 high resolution photographs with captions (soft copy-online folder and flash disk) 8. 10 project videos (soft copy-online folder and flash disk) 9. 5 programme infographic videos (soft copy - online folder and flash disk) 10. 1 Programme sticker to ensure visibility for supported technologies. (Soft copy) 11. Programme promotion materials such as T-shirts (1) Mugs(1) 12. 20 human interest stories (200-300 words) 13. Monthly webpage content
	<p>Activity 6: Support organizing result sharing activities and events for knowledge sharing and visibility</p> <p>The communication firm to help UNCDF to organize ten (10), one (1-day) events of 50 -100 participants and perform the following tasks:</p> <p>6.1 Support in planning and coordination of events including event visibility</p> <p>6.2 Prepare a list of potential 50 – 100 participants</p> <p>6.3 Send invitations and manage RSVP</p> <p>6.4 Support development of agenda for events</p> <p>6.5 Taking minutes and submit events reports</p> <p>The events per year are: 2 webinars 2 roundtable discussions 1 forum 4 workshops 1 photo gallery event</p> <p>6.6 Support in planning and coordination of UNCDF's participation in national/partner's events, at least four (4)national/international</p>	<ol style="list-style-type: none"> 1. Programme result sharing plan 2. List of potential participants 3. 2 Webinars reports per year 4. 2 roundtable discussion report per year 5. 5 workshop reports 6. 1 forum report per year 7. 1 photo gallery report per year 8. 4 national/partner's events report per year (clean cooking related events)

	commemorations and other key events on clean cooking, SME investment, and/or environment.	
Person to Supervise the Work/Performance of the Service Provider	<i>CookFund Program Manager</i>	
Frequency of Reporting	<i>Monthly and regularly in accordance with deliverables timeframes, as detailed in the Terms of reference</i>	
Progress Reporting Requirements	The Communication firm shall provide bimonthly progress updates to the CookFund Manager. Weekly progress calls will also be held.	
Location of work	The firm should be based in Dar es Salaam. There will be planned missions to Programme locations in Dar es Salaam, Morogoro, Pwani, Dodoma, Mwanza, and any other locations as needed during the contract duration. The Firm shall factor these missions into their financial proposal accordingly.	
Expected duration of work	The assignment will be undertaken over 24 months	
Target start date	October 15 2022	
Latest completion date	31 st September 2024	
Travels Expected	There will be planned missions to Programme locations in Dar es Salaam, Morogoro, Pwani, Dodoma, Mwanza, and any other locations as needed during the contract duration.	
Special Security Requirements	<input checked="" type="checkbox"/> Safety and security of the Service Provider's staff shall be the responsibility of the Service Provider and not UNCDF	
Facilities to be Provided by UNCDF (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> No facilities will be provided by UNCDF All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the applicant/bidding entity	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required Must be included in the technical proposal and must capture activities to be undertaken in order to achieve milestones required for the disbursement of payment.	
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 type="checkbox"/> Local Currency	

Value Added Tax on Price Proposal ²	<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 checked="" type="checkbox"/> 120 days In exceptional circumstances, UNCDF may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>														
Payment Terms ³	<table border="1"> <thead> <tr> <th>Activity</th> <th>Deliverables/Output</th> <th>Timeline from the starting date of the contract</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td> Activity 1: Development of Inception report Based on existing UNCDF CookFund Communication and Visibility Plan and other information provided, the Communications firm will develop an inception report comprised of a detailed workplan, approach, methodology </td> <td>Final inception report that includes a detailed workplan, approach, methodology based on feedback from introduction meeting with UNCDF</td> <td>1 month upon signing of the contract</td> <td rowspan="2"> Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of invoice from the Service Provider. </td> </tr> <tr> <td> Activity 2: To review existing Communication and Visibility Plan </td> <td> Revised Communication and Visibility plan to include: <ul style="list-style-type: none"> Revised messaging framework </td> <td>1 month after completion of deliverable 1</td> </tr> </tbody> </table>				Activity	Deliverables/Output	Timeline from the starting date of the contract	Condition for Payment Release	Activity 1: Development of Inception report Based on existing UNCDF CookFund Communication and Visibility Plan and other information provided, the Communications firm will develop an inception report comprised of a detailed workplan, approach, methodology	Final inception report that includes a detailed workplan, approach, methodology based on feedback from introduction meeting with UNCDF	1 month upon signing of the contract	Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and Receipt of invoice from the Service Provider.	Activity 2: To review existing Communication and Visibility Plan	Revised Communication and Visibility plan to include: <ul style="list-style-type: none"> Revised messaging framework 	1 month after completion of deliverable 1
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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNCDF CO/BU requiring the service.

³ UNCDF preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNCDF shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNCDF, in the same amount as the payment advanced by UNCDF to the Service Provider.

		<ul style="list-style-type: none"> Evaluation tracking tools 		
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	<p>submit events reports</p> <p>The events per year are: 2 webinars 2 roundtable discussions 1 forum 4 workshops 1 photo gallery event</p> <p>6.6 Support in planning and coordination of UNCDF's participation in national/partner's events, at least four (4)national/international commemorations and other key events on clean cooking, SME investment, and/or environment.</p>			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	CookFund Programme Manager			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
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 UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p>Offers received will be evaluated using a Combined Scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%.</p> <p>Criteria to be used for rating the qualifications:</p> <p>a. The firm with more than 5 years' experience in documenting high impact case studies and video documentaries and in developing social organization branding, awareness creation materials and marketing communication strategy and successful implementation of such. (10 points)</p>			

	<p>b. Proposed methodology [20 points]</p> <p>c. Demonstrated proven experience in developing branding, advocacy, and communication materials for an organization awareness creation, increasing visibility, and sharing impact delivered (20 points)</p> <p>d. Proven capacity in applied qualitative research techniques, particularly conducting interviews at the local governments, community, and household levels, and strengthening SME development; (10 points)</p> <p>e. The firm with experienced and sensitive photographer, and editor with ability to produce quality images to attract attention, stimulate interest and encourage understanding (10 points)</p> <p>Technical evaluation criteria (total 70 points):</p> <p>Financial evaluation (total 30 points):</p> <p>All technically qualified proposals will be scored out of 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula:</p> $p = y (\mu/z)$ <p>where:</p> <ul style="list-style-type: none"> • p = points for the financial proposal being evaluated • y = maximum number of points for the financial proposal • μ = price of the proposal being evaluated. • z = price of the lowest priced proposal
UNCDF will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

Contact Person for Inquiries (Written inquiries only) ⁶	uncdf.procurement@uncdf.org Any delay in UNCDF's response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	N/A

⁶ This contact person and address is officially designated by UNCDF. If inquiries are sent to other person/s or address/es, even if they are UNCDF staff, UNCDF shall have no obligation to respond nor can UNCDF confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location, Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

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*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				

b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Capital Development Fund, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNCDF”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNCDF and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNCDF, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNCDF with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

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

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNCDF on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNCDF does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNCDF business unit, including, but not limited to, a Headquarters unit, a Country Office, or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNCDF and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNCDF shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNCDF immediately. UNCDF shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNCDF on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNCDF Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNCDF business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNCDF for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNCDF shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNCDF shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNCDF of the original invoices submitted by the Contractor to the UNCDF Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNCDF:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNCDF to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNCDF of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNCDF shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNCDF) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNCDF Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNCDF) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNCDF Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal or may be required by UNCDF.

4.2.4 UNCDF shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNCDF) and upon acceptance of these invoices or financial reports by UNCDF. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNCDF to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNCDF of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNCDF upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNCDF of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNCDF.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNCDF Contact Person. Upon request of the Contractor, and subject to approval by UNCDF, invoices and financial reports may be submitted to UNCDF by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNCDF Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

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

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNCDF a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNCDF by the Contractor's officials, employees, agents, servants, subcontractors, and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNCDF, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNCDF:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNCDF prior to such personnel's performing any obligations under the Contract.

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNCDF prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNCDF has reviewed the qualifications of such Contractor's personnel, UNCDF may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNCDF may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNCDF, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNCDF for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNCDF shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure

on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNCDF officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNCDF with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the

sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNCDF shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNCDF, including but not limited to, a review of any criminal history.

8.7.2 when within UNCDF premises or on UNCDF property, display such identification as may be approved and furnished by UNCDF security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNCDF for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNCDF premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNCDF about the particulars of the charges then known and shall continue to inform UNCDF concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNCDF premises or on UNCDF property shall be confined to areas authorized or approved by UNCDF. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNCDF premises or on UNCDF property without appropriate authorization from UNCDF.

8.10 The Contractor shall (i) 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; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNCDF reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNCDF's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNCDF. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNCDF. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNCDF. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNCDF.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership, or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNCDF about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNCDF following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNCDF. UNCDF shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNCDF reasonably considers is not qualified to perform obligations under the Contract. UNCDF shall have the right to require any subcontractor's removal from UNCDF premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNCDF shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNCDF such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNCDF in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNCDF.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNCDF when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNCDF or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNCDF or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNCDF as well as such other information as is necessary for they have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNCDF receives all necessary transport documents in a timely manner so as to enable UNCDF to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNCDF stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer, and workmanship.

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNCDF with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination.

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright, and trade secrets.

11.5.5 The Goods are new and unused.

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNCDF in accordance with the Contract.

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNCDF that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNCDF for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNCDF for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNCDF be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNCDF may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNCDF be obligated to accept any Goods unless and until UNCDF has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNCDF shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNCDF in fact provides such written acceptance. In no case shall payment by UNCDF in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNCDF under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNCDF, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNCDF of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNCDF:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNCDF; *or,*

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or,*

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNCDF.

11.8 In the event that UNCDF elects to return any of the Goods for the reasons specified in Article 11.7, above, UNCDF may procure the Goods from another source. In addition to any other rights or remedies available to UNCDF under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNCDF shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNCDF upon delivery of the Goods and their acceptance by UNCDF in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNCDF under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNCDF, UNCDF shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNCDF to enable UNCDF to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNCDF, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNCDF, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNCDF of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNCDF under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNCDF directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNCDF or another party acting under the direction of UNCDF made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNCDF and its officials, agents, and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNCDF shall advise the Contractor about any such suits, proceedings, claims, demands, losses, or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNCDF or any matter relating thereto, for which only UNCDF itself is authorized to assert and maintain. UNCDF shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNCDF of any Goods, property or Services provided or licensed to UNCDF by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNCDF the unrestricted right to continue using such Goods or Services provided to UNCDF.

12.5.2 replace or modify the Goods and/or or Services provided to UNCDF, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNCDF the full price paid by UNCDF for the right to have or use such Goods, property or Services, or part thereof.

14. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNCDF promptly for all loss, destruction, or damage to the property of UNCDF caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract.

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract.

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNCDF and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNCDF accepts no responsibility for providing life, health, accident, travel, or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNCDF, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNCDF as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy.

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNCDF.

13.5.3 provide that UNCDF shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNCDF.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNCDF for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNCDF. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNCDF with evidence, in the form of certificate of insurance or such other form as UNCDF may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNCDF reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNCDF concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNCDF against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNCDF.

15. EQUIPMENT FURNISHED BY UNCDF TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNCDF to the Contractor for the performance of any obligations under the Contract shall rest with UNCDF, and any such equipment shall be returned to UNCDF at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNCDF, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNCDF for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNCDF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNCDF under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for UNCDF.

16.2 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, UNCDF does not and shall not claim any ownership interest thereto, and the Contractor grants to UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

16.4 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 UNCDF, shall be made available for use or inspection by UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNCDF OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNCDF, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNCDF or the United Nations, or any abbreviation of the name of UNCDF or the United Nations in connection with its business or otherwise without the written permission of UNCDF.

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

18.1 The Recipient shall:

18.1.1 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*,

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

18.2 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 18, the Recipient may disclose Information to:

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

18.2.2 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:

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

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

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow UNCDF to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNCDF may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNCDF shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNCDF shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days. declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The

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

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNCDF may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNCDF applicable to the performance of the Contract or the funding of UNCDF applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNCDF may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNCDF, the Contractor shall, except as may be directed by UNCDF in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum.

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice.

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNCDF and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated.

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated.

20.3.5 transfer title and deliver to UNCDF the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated.

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNCDF thereunder.

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNCDF may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNCDF has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNCDF shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNCDF shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNCDF in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNCDF or prior to the Contractor's tendering of notice of termination to UNCDF.

20.5 UNCDF may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations or applies to be declared insolvent.

20.5.2 the Contractor is granted a moratorium or a stay or is declared insolvent.

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors.

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor.

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNCDF reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNCDF for all damages and costs, including, but not limited to, all costs incurred by UNCDF in any legal or non- legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNCDF of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNCDF with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNCDF under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract

or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNCDF shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNCDF shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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 23.1, 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 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. 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") and Article 34 ("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.

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

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNCDF from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNCDF to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNCDF to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNCDF before the payment thereof and UNCDF has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNCDF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNCDF shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNCDF and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNCDF unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNCDF nor in any way shall constitute an agreement by UNCDF thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNCDF shall be subject to a post-payment audit by auditors, whether internal or external, of UNCDF or by other authorized and qualified agents of UNCDF at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNCDF may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.

27.3 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNCDF access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNCDF hereunder.

27.4 UNCDF shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNCDF other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNCDF whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNCDF to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNCDF to terminate the Contract or any other contract with UNCDF immediately upon notice to the Contractor, without any liability for. In that event, the Contractor shall provide UNCDF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNCDF shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNCDF and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNCDF unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNCDF nor in any way shall constitute an agreement by UNCDF thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

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27.2 UNCDF may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.

27.3 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNCDF access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNCDF hereunder.

27.4 UNCDF shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNCDF other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNCDF whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNCDF to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNCDF to terminate the Contract or any other contract with UNCDF immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNCDF to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNCDF in connection with the performance of its obligations under the Contract. Should any authority external to UNCDF seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNCDF and provide all reasonable assistance required by UNCDF. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNCDF or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNCDF.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNCDF. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct.

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy").

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines.

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism.

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNCDF. The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/UNCDF/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNCDF, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

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

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNCDF funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNCDF hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

TERMS OF REFERENCE (TOR)

Place of Assignment:	Dar es salaam Tanzania With possible travel to other 4 regions (Mwanza, Morogoro, Pwani and Dodoma)
Agency :	UNCDF
Application Deadline:	23 September 2022
Assignment Description:	Communication and Public Relations Firm to Support Documentation, Create Awareness and Ensure Visibility of the CookFund Programme in Tanzania
Project name:	CookFund
Type of Contract:	Firm consultancy (National)
Languages Required:	English & Swahili
Starting date:	15 October 2022
Expected Duration of Assignment:	2 years

A. BACKGROUND AND PROGRAMME DESCRIPTION.

The [United Nations Capital Development Fund](#) (UNCDF) is the UN's capital investment agency for the World's 46 least developed countries (LDCs). UNCDF offers "last mile" finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development. UNCDF's financing models work through three channels: **inclusive digital economies**, **local development finance**, and **investment finance**. The organization implements several programmes including the Local Finance Initiative (LFI), a global programme with its global technical secretariat based in Tanzania.

A.1 About Local Finance Initiative Programme

Local Finance Initiative (LFI) is a UNCDF investment mechanism that enables developing countries to unlock the flow of domestic capital to invest in sustainable development. The LFI mechanism has proven that transformative local development investments can tap into additional capital from both public sector and domestic capital markets. Facilitation by LFI is a way of making public funding go further by reducing risks so the private sector and other partners can invest in development projects. In Tanzania, the LFI Tanzania Programme is the implementing partner and Fund Manager of the new **CookFund**.

A.2 About CookFund Programme

The CookFund is a key component of the Integrated Approach for Enhancing Sustainable Cooking Solution in Tanzania which seeks to address both policy and market challenges of the cooking energy sector. The objective is to increase usage of modern and clean cooking solutions in urban areas for improved environment and inclusive wellbeing of the population. Funded by the Delegation of European Union (EU) and implemented in close collaboration with the Ministry of Energy, and UNCDF, the CookFund has a focus in the regions of Dar es Salaam, Mwanza, Dodoma, Pwani, and Morogoro. Targeted beneficiaries include suppliers and consumers of clean cooking technologies in these regions.

B. OBJECTIVE OF THE ASSIGNMENT

UNCDF is seeking to hire a **Communication and Public Relations Firm** (Communications Firm) to support the implementation of the programme's Communications and Visibility plan.

The communication and promotion of the CookFund's approach, interventions, partnerships, and results is very critical for raising awareness, visibility, and increased uptake of clean cooking technologies by the targeted beneficiaries.

C. SCOPE OF WORK

The assignment will be carried out through six (6) main activities outlined below. UNCDF will share all relevant documentation required to carry out the assignment.

Activity 1: Development of Inception report based on existing UNCDF CookFund Communication and Visibility Plan.

Based on existing UNCDF CookFund Communication and Visibility Plan, the Communications firm will develop an inception report comprised of a detailed workplan, approach, methodology etc. Within this activity the firm will do the following:

- Desk review of relevant documents to gain a better understanding of the programme design, implementation, beneficiaries, partners, and intended outcomes.
- Present draft inception report to UNCDF technical team for review and comments.
- Submit final report based on UNCDF inputs.

Activity 2: To review existing Communication and Visibility Plan

Under this activity the Communication Firm will undertake the following tasks:

- Together with UNCDF team, to review existing Communication and Visibility Plan including positioning, awareness, knowledge-sharing, branding.
- Review key messages and themes to support the plan.
- Present the revised Communication and Visibility Plan.
- Develop tools for evaluation of the performance of the Communication and Visibility Plan
- Submit quarterly status report on the implementation of the Communication and Visibility Plan.

Activity 3: Develop and implement Partnership and Stakeholders' Engagement Plan

Under this activity, the Communication Firm will undertake the following tasks which will help UNCDF to improve partnership and stakeholder engagement.

- Conduct stakeholders' mapping for clean cooking energy actors as per jointly agreed template.
- Develop Partners and Stakeholders' Engagement Plan including identification of effective communication channels, tools, and techniques to engage.
- Develop stakeholder's mapping report,
- Submit status report on implementation of the stakeholder's engagement plan.

Activity 4: Develop and implement Media Relations and Engagement Plan

Under this activity, the Communication Firm will undertake the following tasks which will help UNCDF to improve media relations and engagement which will create a network with relevant national journalists and media houses to increase programme's visibility. This will include

- Conduct local/national media mapping
- Develop Media Relation and Engagement Plan includes social media and other medias
- Conduct media orientation at least 1 per year
- Assist to organize one (1) day joint field visit missions in five (5) programme regions, one (1) per each region per year with key development and implementing partners (DPs) and stakeholders

Activity 5: Create content and design communication materials which includes:

- Design and create visibility materials
- Develop webpage content

The firm shall be responsible on development and designing of communication materials to increase media and visibility outreach of the programme, this will include: (electronic and non-electronic) communications and promotional materials such as:

- Develop and design four (4) programmes roll up banners and two (2) backdrop banner, two (2) programme fliers, two pages brochures (2), not more than 5 pages journals (2) journals per year, 10 projects case studies, 2 branded programme folders, photo essays (2), videos (10) etc. (as per UNCDF and EU guidelines).
- Develop and design promotion materials t-shirts, mugs, book markers, printed files, and notebooks,
- Develop CookFund Photo Bank of 100 high-resolution images/photos, 10 videos, 5 programme infographic video and 20 human-interest stories. These shall include scripts and quotes and a jointly developed and agreed shooting plans prior to field work to targeted regions which are Dar es salaam, Pwani, Morogoro, Dodoma and Mwanza.
- Develop monthly web page content for the CookFund online presence as per UNCDF/EU guidance.
- Develop and design program stickers to ensure visibility for supported technologies.
- Guide in the designing of other infographic content for both online and print materials.

Activity 6: Support organizing result sharing activities and events for knowledge sharing and visibility

Under this activity, the communication firm will help UNCDF to organize regular results-sharing events to share the value of its work through an agreed calendar of events.

- Assist to facilitate 10 reflection series (2 webinars per year, 2 roundtables, 1 forum, 4 workshops meetings, 1 photo gallery per year) tailored for different audiences. (A total of 10 events with 50 to 100 participants).
- Assist UNCDF with messaging for a "reflection piece" on CookFund investments, sharing lessons learned and impact with key stakeholders (local and national government, donors, potential partners) and a wider audience, as well as assisting with placement of the reflection piece either external or for UNCDF.
- Support in planning and coordination of UNCDF's participation in national/partner's events / commemoration days (e.g., World Environmental Days, National Energy Week, etc.). UNCDF's participation to at least four (4) national/international commemorations and other key events on clean cooking, SME investment, and/or environment.

D. EXPECTED OUTPUTS AND DELIVERABLE AND TERMS OF PAYMENTS

Activity	Deliverables/Output	Timeline from the starting date of the contract
Activity 1: Development of Inception report Based on existing UNCDF CookFund Communication and Visibility Plan and other information provided, the Communications firm will develop an inception report comprised of a detailed workplan, approach, methodology	<ol style="list-style-type: none"> 1. Draft inception report 2. Final inception report that includes a detailed workplan, approach, methodology based on feedback from introduction meeting with UNCDF 	1 month upon signing of the contract
Activity 2: To review existing Communication and Visibility Plan	<ol style="list-style-type: none"> 1. Revised Communication and Visibility plan to include: <ul style="list-style-type: none"> • Revised messaging framework • Evaluation tracking tools 	1 month after completion of deliverable 1
Activity 3: Develop and implement Partnership and Stakeholders' Engagement Plan The communication firm will undertake the following: 3.1 Conduct clean cooking energy stakeholders/actors mapping as per jointly agreed template 3.2. Submit stakeholders mapping report 3.3. Submit semiannual status report on the implementation of the stakeholder's engagement plan	<ol style="list-style-type: none"> 4. Partnership and Stakeholder's engagement Plan 5. Stakeholders mapping report 6. Semiannual status report on implementation of the stakeholder's engagement plan 	Within 20 months of the contract period

<p>Activity 4: Develop and implement Media Relations and Engagement Plan</p> <p>The communication firm shall do the following:</p> <p>4.1 Conduct local/national media mapping</p> <p>4.2 Develop Media Relation and Engagement Plan includes social media and other medias</p> <p>4.3 Conduct media orientation at least 1 per year</p> <p>4.10 Conduct one (1) day joint field visit missions in five (5) programme regions one (1) per each region per year</p> <p>4.11 Develop newspaper article, Op-eds, blog posts, press releases</p> <p>4.12 Submit media engagement evaluation report at least 1 report per year including social media evaluation report</p>	<p>9. Media mapping report to include list of potential media consisting of media outlets' names, journalists' contacts details like first name, last name, e-mail and phone numbers and location</p> <p>10. Quarterly Media Relation and Engagement Plan includes Social Media Engagement Plan with at least 2 social media posts per week, motion graphic videos, GIFs, posters, quote cards, short quote videos/GIFs, etc. for UNCDF social media platforms and other media</p> <p>11. 1 Media orientation report per year</p> <p>12. 5 Media coverage report for the 5 regions</p> <p>13. 3 Op-eds per year,</p> <p>14. 4 Newspaper articles per year</p> <p>15. 10 press releases per throughout the implementation period</p> <p>16. Evaluation reports on Media engagement at least 1 report per year</p>	<p>Within 20 months of the contract period</p>
<p>Activity 5: Create content and design communication materials which includes:</p> <p>5.1 Design and create visibility and promotion materials</p> <p>5.2 Develop webpage content</p>	<p>14. Two(2) programme banners,</p> <p>15. Two (2) pages fliers,</p> <p>16. two (2) pages brochures,</p> <p>17. Two (2) journals (each to have at least 8 pages)</p> <p>18. Ten (10) projects case studies,</p> <p>19. Two (2) branded programme folders,</p> <p>20. 100 high resolution photographs with captions (soft copy-online folder and flash disk)</p> <p>21. 10 project videos (soft copy-online folder and flash disk)</p> <p>22. 5 programme infographic videos (soft copy - online folder and flash disk)</p> <p>23. 1 Programme sticker to ensure visibility for supported technologies. (Soft copy)</p> <p>24. Programme promotion materials such as T-shirts (1) Mugs(1)</p> <p>25. 20 human interest stories (200-300 words)</p> <p>26. Monthly webpage content</p>	<p>Within 20 months of the contract period</p>
<p>Activity 6: Support organizing result sharing activities and events for knowledge</p>	<p>9. Programme result sharing plan</p> <p>10. List of potential participants</p> <p>11. 2 Webinars reports per year</p>	<p>Within 20 months of the contract period</p>

<p>sharing and visibility</p> <p>The communication firm to help UNCDF to organize ten (10), one (1-day) events of 50 - 100 participants and perform the following tasks:</p> <p>6.1 Support in planning and coordination of events including event visibility</p> <p>6.2 Prepare a list of potential 50 – 100 participants</p> <p>6.3 Send invitations and manage RSVP</p> <p>6.4 Support development of agenda for events</p> <p>6.5 Taking minutes and submit events reports</p> <p>The events per year are: 2 webinars 2 roundtable discussions 1 forum 4 workshops 1 photo gallery event</p> <p>6.6 Support in planning and coordination of UNCDF's participation in national/partner's events, at least four (4)national/international commemorations and other key events on clean cooking, SME investment, and/or environment.</p>	<p>12. 2 roundtable discussion report per year</p> <p>13. 5 workshops report</p> <p>14. 1 forum report per year</p> <p>15. 1 photo gallery report per year</p> <p>16. 4 national/partner's events report per year (clean cooking related events)</p>	
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Note: Activity 3 to 6 will be implemented concurrently

E. Schedule of Payments

Output/ Deliverable	Timeline	Paym ent %age	Oc t 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul2 3	Aug 23	Sept2 3	Oct 23	Nov 23	Dec 23	Jan 24	Fe 24	Mar 24	Ap 24	Ma 24	Ju n 24
Deliverable 1																							
Deliverable 1.0: Draft inception report	1 month upon signing of the contract	10%																					
Deliverable 1.1 Final inception report			10 %																				
Deliverable 2																							
Deliverable 2.0: Revised Communication Plan and Visibility to include: Revised messaging framework Evaluation tracking tools	1 month after completion of deliverable 1	5%																					
Deliverable 3																							
Deliverable 3.0 Partnership and Stakeholders engagement Plan	Within 20 months of contract period	15%				1.76%																	
Deliverable 3.1 Stakeholder's mapping report						3.31%																	
Deliverable 3.2 Semi-annual status report on implementation of stakeholder's engagement plan										3.31%							3.31 %						3.3 1%
Deliverable 4																							
Deliverable 4.0 Media mapping report to include list of potential media	Within 20 months of the contract period	25%		3%																			

consisting of media outlets' names, journalists' contacts details like first name, last name, e-mail and phone numbers, media location and location																							
Deliverable 4.1 Quarterly Media Relation and Engagement Plan including Social Media engagement Plan with at least 2 social media posts per week, motion graphic videos, GIFs, posters, quote cards, short quote videos/GIFs, etc. for UNCDF social media platforms and other media			0.83 3				0.83 3%				0.83 3%				0.83 3%				0.83 3%				0.83 3%
Deliverable 4.2 1 Media orientation report per year							2%																
Deliverable 4.3 Media coverage report					0.5%		0.5 %				0.5 %				0.5 %				0.5 %				
Deliverable 4.4 3 Op-eds per year						0.5%			0.5 %			0.5 %				0.5 %				0.5 %			0.5 %
Deliverable 4.5 3 Newspaper articles per year			0.5 %				0.5 %				0.5 %				0.5 %					0.5 %			0.5 %
Deliverable 4.6 10 Press Release – throughout the implementation period (This will also depend on CookFund activities as per AWP)				0.5 %		0.5%		0.5 %		0.5%		0.5 %		0.5 %		0.5 %		0.5 %		0.5 %			

																				0.5 %		0.5 %
Deliverable 4.7 Evaluation report on media engagement at least 1 report per year						0.5%							0.5%							0.5 %		
Deliverable 5																						
Deliverable 5.0 2 programme banners		25%		1.0 %																		
Deliverable 5.1 2 programme fliers				2%																		
Deliverable 5.2 Two (2) two pages brochures				1.0 %																		
Deliverable 5.3 Two (2) journals (each to have at least 8 pages)				2.0 %																		
Deliverable 5.4 Ten (10) projects case studies					2.0%																	
Deliverable 5.5 Two branded folders					1.0%																	
Deliverable 5.6 100 high resolution photographs with captions (soft copy-online folder & flash disk)						1.0%						1.0 %										
Deliverable 5.7 10 projects video (soft copy -online folder and flash disk)						1.5%						1.5 %										
Deliverable 5.8 5 programme infographic videos (soft copy-online folder and flash disk) Programme promotion materials such as T-shirts & mug						1.0%						1.0 %										
Deliverable 5.90 1 programme sticker to ensure visibility for				2.0 %																		

supported technologies (soft copy)																							
Deliverable 5.91 Programme promotion materials such as T-shirts & mug																							
Deliverable 5.92 20 human interest stories																							
Deliverable 5.93 Monthly webpage content																							
Deliverable 6																							
Deliverable 6.0 Programme result sharing plan																							
Deliverable 6.1 List of potential participants																							
Deliverable 6.2 2 Webinars report																							
Deliverable 6.3 Two roundtable discussion report																							
Deliverable 6.4 Two roundtable discussion reports per year																							

Deliverable 6.5 5 workshops report per year			1.0 %																			
Deliverable 6.6 1 Annual forum report										1.0 %							1.0 %					
Deliverable 6.7 1 photo gallery exhibition																				8%		
Deliverable 6.8 4 National/partner's events report per year (This will depend on partner's annual calendar)											1.0%											1.0 %

F. INSTITUTIONAL ARRANGEMENT

Provision of Monitoring, Progress Controls & Payments:

- i. **Reporting Lines:** The Communication Firm will report directly to the CookFund Manager. All deliverables and outputs achieved by the Firm shall be reviewed by CookFund Manager. All payments shall be approved by the CookFund Manager.
- ii. **Reporting of progress:** The Communication Firm shall provide bimonthly progress updates to the CookFund Manager.
- iii. **Stakeholder Engagement and roles of UNCDF:** Within the course of performing the work, the Communication Firm is expected to meet, liaise, and interact with the key project stakeholders under the guidance of UNCDF.

G. DURATION OF WORK⁷

The assignment will be undertaken over 24 months with a target start date of 1st October 2022 and an end date of 30th September 2024. The Assignment will be performance based and hence payments will be done in installments based on agreed workplan and timelines.

H. DUTY STATION

Communication Firm should be based in Dar es Salaam. There will be planned missions to Programme locations and any other locations as needed during the contract duration. The Communication Firm shall factor these missions into their financial proposal accordingly not above standard UN rates.

I. TRAVEL

Travel may be required to 5 programme regions which are Dar es salaam, Pwani, Morogoro, Dodoma and Mwanza. In the event of travel outside the above-mentioned programme locations, travel cost will be reimbursed by UNCDF using standard and applicable UN rates.

J. REQUIRED QUALIFICATIONS

At a minimum, the Communication Firm is expected to have the following qualifications:

J.1 Academic qualifications

- The team leader and/or team members of the team must be in possession of a University Degree in, Communication, Public Relations, Business-Related Degree, or any other relevant degree.

J.2 Skills and experience

- At least 6 years of proven experience in developing communication strategies and heading public relations functions within the public or private sector; experience in developing branding, advocacy, and communication materials for awareness creation, increasing visibility, and impact sharing.
- Prior experience in working with international organizations and development finance institutions.
- Demonstrated experience and a portfolio of large private sector partners in connection with Corporate Social Responsibility (CSR) and delivery of similar services and partnership development.
- Experience using observational assessments and conducting key informant interviews and focus group discussions with local governments, community members, household levels and small and medium enterprises (SMEs.) is added advantage.

- Proven experience to conduct field work and produce related communication products such as high definition/quality videos and photographs using professional digital equipment.
- Experienced and sensitive photographer, and editor with ability to produce quality images to attract attention, stimulate interest and encourage understanding
- Demonstrated experience in conception, interviews, narration, production and editing of videos and impact stories.
- The firm should have members with extensive experience in at least one of the following areas: development finance, public affairs, strategic communications, digital marketing. Experience covering social, humanitarian and development subjects would be an asset.

J.3 Competencies

Core Competencies:

- Excellent organizational, inter-personal and communication skills.
- Able to work effectively in a team and in an international environment.
- Excellent high-level representation in the UN skills
- Proven ability to cooperative and senior-level support skills
- Results-driven, problem-solver, strong communication and interpersonal skills
- Ability to establish strong working relationships with various stakeholders' institutions in the public and private sector.
- Ability to work and respond to feedback in a timely and professional manner.
- Excellent organizational skills, attention to detail, and ability to contribute to a teamwork process.
- Proven ability to manage complex tasks and to deliver quality products.
- Ability to generate innovative and practical solutions to challenging situations.
- Ability to demonstrate understanding of client's perspective and able to take initiative and work independently
- Ability to keep clients informed of problems or delays in the provision of services
- Ability to get things done on time and of high quality

K. LANGUAGE

Fluency in English and Kiswahili

L. FINANCIAL PROPOSAL AND SCHEDULE OF PAYMENTS

The Communication Firm shall prepare a Financial Proposal. The price proposed in the proposal shall be all-inclusive and shall remain fixed regardless of changes in the cost components.

L.1 Recommended Presentation of Offer

Prospective firms are requested to submit the technical and financial proposals. All the required documents should be attached and submitted with your proposal. The proposal should contain:

- Technical Proposal including a brief description of why the firm considers itself as the most suitable for the assignment, and a methodology, if applicable, on how they will approach and complete the assignment.
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided in Annex 1.
- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided in Annex 2.
- Personal CV or P11 of at least three (3) key team members, indicating experience from similar projects/assignments, contact details (email and telephone number) and three (3) professional references.

- Profile of the Firm, including evidence materials and/or links of similar work conducted by the Firm.

M. CRITERIA FOR SELECTION OF THE BEST OFFER.

Offers received will be evaluated using a Combined Scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Criteria to be used for rating the qualifications and methodology:

M.1 Technical evaluation criteria (total 70 points):

- The firm with more than 5 years' experience in documenting high impact case studies and video documentaries and in developing social organization branding, awareness creation materials and marketing communication strategy and successful implementation of such. (10 points)
- Proposed methodology [20 points]
- Demonstrated proven experience in developing branding, advocacy, and communication materials for an organization awareness creation, increasing visibility, and sharing impact delivered (20 points)
- Proven capacity in applied qualitative research techniques, particularly conducting interviews at the local governments, community, and household levels, and strengthening SME development; (10 points)
- The firm with experienced and sensitive photographer, and editor with ability to produce quality images to attract attention, stimulate interest and encourage understanding (10 points)

Only candidates obtaining a minimum of 70points in the Technical Evaluation will be considered for the Financial Evaluation.

M.2 Financial evaluation (total 30 points):

All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$

where:

- p = points for the financial proposal being evaluated
- y = maximum number of points for the financial proposal
- μ = price of the lowest priced proposal
- z = price of the proposal being evaluated.