EVENT ID: UNDP1 – CPUP16-003

Provision of “Media Monitoring and Media Contacts Database Services”

UNDP/BERA/CG/RFP/2016/003

United Nations Development Programme
October 21, 2016
Notice of Invitation

This procurement process is conducted through UNDP eTendering online system (interested bidders must register in the system in order to access the additional documents. Detailed instruction on how to register in the online system can be found in the link provided below:

For first time registrants, use the following details to login and create access:

i. URL: https://etendering.partneragencies.org
   Username: event.guest
   Password: why2change (DO NOT change this password)

ii. Click on “Register as Sourcing Bidder” – see screenshot below:

iii. Follow steps as presented
Please note:

1. It is strongly recommended that you create your username with two parts, i.e. your first name and last name separated by ‘.’ (e.g. john.smith).

2. The registration page enables you to create a user ID. The system will generate a temporary password that will be sent to the email address provided by you during registration process. Ensure that the email address you provide is correct as your login password will be sent there. If you do not receive an email within an hour, please check your junk mail.

3. You will be prompted to create your own password. After this process, you will see and be able to bid on both public events and events to which you have been invited.

Please ensure that the email address you provide is correct as your login password will be sent there. If you do not receive an email within an hour, please check your junk mail.

Deadline of submission is indicated in the online system. Any extensions or other amendments to the solicitation documents will be posted in the eTendering system. Bidders must click on “Accept invitation” button in order to receive automatic notifications if such amendments occur, and to be logged as having posted a bid.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.
REQUEST FOR PROPOSALS

Media Monitoring and Media Contacts Database Services
UNDP/BERA/CG/RFP/2016/003

Communications Group / Office of Media and Advocacy
Bureau for External Relations and Advocacy (BERA)

United Nations Development Programme

New York, October 25, 2016
Section 1. Notice of Invitation

Subject: RFP for the provision of Media Monitoring and Media Contacts Database Services
Ref: UNDP/BERA/CG/RFP/2016/003

Date: 25 October 2016

Dear Sir/Madam,

1. The Office of Sourcing and Operations (OSO) of the United Nations Development Programme (UNDP) hereby solicits your proposal for the provision of Media Monitoring and Media Contacts Database Services to UNDP, as per the enclosed Terms of Reference in Section 3.

2. The purpose of this tender is establish Long Term Agreement (LTA) with the top vendor for the provision of Media Monitoring and Media Contacts Database Services.

3. The Proposers can submit offers and the LTA will be awarded to the successful Proposer for a period of one year with a possibility of extension, on annual basis, for additional two years. The price shall remain fixed for the entire duration of three years, if there is a reduction in the market price during this period, UNDP shall benefit from such reductions.

4. While UNDP intends to establish an LTA there is no fixed committed contract amount and UNDP reserves the right to utilize other sources at its discretion to assure value for money. Once the LTA is established with the winning selected vendor, orders for specific yearly requests will be placed through the Purchase Orders and the General Conditions of the Contract will be in force.

5. To enable you to submit a proposal, the following documents are enclosed:
   - Section 1 – This Notice of Invitation
   - Section 2 – Instructions to Proposers (including Data Sheet)
   - Section 3 – Terms of Reference (TOR)
   - Section 4 – Proposal Submission Form
   - Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
   - Section 6 – Technical Proposal Form
   - Section 7 – Financial Proposal Form
   - Section 8 – Long Term Agreement (LTA) for the Provision of Services, including General Terms and Conditions (GTCs).
   - Appendix A – Instructions manual for use of the eTendering system by suppliers.
   - Appendix B – Terms and Conditions for use of online eTendering system.

6. Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in https://etendering.partneragencies.org.
7. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “Accept Invitation” button no later than Close of Business, November 2, 2016. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

8. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your query to cpu.bids@undp.org.

9. Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment, including through provision of supplementary information. Prospective Proposers are, therefore, advised to regularly check the UNDP website http://www.undp.org/procurement for amendments.

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

Yours sincerely,

Ali Tahsin Jumah
Chief, Central Procurement Unit
BMS/Office of Sourcing and Operations
United Nations Development Programme
Section 2: Instruction to Proposers

Definitions

a) “Contract” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

b) “Country” refers to the country indicated in the Data Sheet.

c) “Data Sheet” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.

d) “Day” refers to calendar day.

e) “Government” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.

f) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.

g) “NOI” (Section 1 of the RFP) refers to the Notice of Invitation sent by UNDP to Proposers.

h) “Material Deviation” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

i) “Proposal” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.

j) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.

k) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.

l) “Services” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

m) “Supplemental Information to the RFP” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
n) “Terms of Reference” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.

2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.

3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See UNDP Anti-Fraud Policy and Procurement Protest for full description of the policies).

5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

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

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not such conflict exists.
6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and

6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: UN Supplier Code of Conduct.

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
9.3 Technical Proposal (see prescribed form in RFP Section 6);
9.4 Financial Proposal (see prescribed form in RFP Section 7); and
9.5 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the Data Sheet (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the Data Sheet (DS no. 17). UNDP will respond in writing by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.

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

11. Amendment of Proposals

11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP that will be uploaded in the system and made available to all Invited Proposers. All prospective Proposers (Proposers who have “accepted the Bid Invitation” in the system) will be notified that changes have occurred through the method specified in the Data Sheet (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-
going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the Data Sheet (DS nos. 29 and 30).

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

a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and

b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

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

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

a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the Data Sheet (DS no. 11), or;

b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the Data Sheet (DS no. 9), or;

c) In the case the successful Proposer fails:

i. to sign the Contract after UNDP has awarded it;

ii. to comply with UNDP’s variation of requirement, as per RFP clause 35; or

iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

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

17. Currencies

All prices shall be quoted in the currency indicated in the Bid Event. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and

b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per Bid Event, then UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

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

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

19. Joint Venture, Consortium or Association

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

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

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

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

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

a) Those that were undertaken together by the joint venture; and
b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.
Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

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

20. Alternative Proposals

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

21. Validity Period

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

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

22. Proposer’s Conference

When appropriate, a proposer’s conference will be conducted at the date, time and location specified in the Data Sheet (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer’s conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each document shall include the Proposer’s name and address. The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be
responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

23.2 In the unlikely and exceptional event that the Proposers encounter technical problems when submitting the proposal in the system, then the Proposal can be sent via email as instruction in the Data Sheet (DS nos. 22 and 23). Proposers are, however, strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Proposal through the online system. In all cases, email submission must be authorized and accepted by UNDP prior to the submission deadline indicated. Proposals submitted via email which does not have prior authorization by UNDP will not be accepted.

23.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 8.

24. Withdrawal, Substitution, and Modification of Proposals

24.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

24.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by cancelling or editing their bid in the system.

25. Confidentiality

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

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

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

26. Preliminary Examination of Proposals

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

27. Evaluation of Proposals

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

27.2 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the Data Sheet (DS No. 25).

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

<table>
<thead>
<tr>
<th>Rating the Technical Proposal (TP):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TP Rating</strong> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating the Financial Proposal (FP):</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FP Rating</strong> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</td>
</tr>
</tbody>
</table>

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)
Total Combined and Final Rating of the Proposal

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

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

a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;

b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;

d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

e) Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;

f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and

g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 28. Clarification of Proposals

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

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

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

### 29. Responsiveness of Proposal

UNDP’s determination of a Proposal’s responsiveness will be based on the contents of the Proposal itself.

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

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

30. Nonconformities, Reparable Errors and Omissions

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

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

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

a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

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

F. AWARD OF CONTRACT

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

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

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN’s Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See Procurement Protest and Vendor Sanctions for details)
32. Award Criteria

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

33. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

34. Contract Signature

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

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

35. Performance Security

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

36. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP’s preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

37. Vendor Protest

UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: Procurement Protest and Vendor Sanctions
Instructions to Proposers

DATA SHEET

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

<table>
<thead>
<tr>
<th>DS No.</th>
<th>Cross Ref. to Instructions</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Project Title:</td>
<td>Provision of Media Monitoring and Media Contacts Database Services to UNDP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>UNDP/BERA/CG/RFP/2016/003</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Title of Services/Work:</td>
<td>Media Monitoring and Media Contacts Database Services</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Country / Region of Work Location:</td>
<td>UNDP Headquarters, New York</td>
</tr>
<tr>
<td>4</td>
<td>C.13</td>
<td>Language of the Proposal:</td>
<td>☒ English</td>
</tr>
<tr>
<td></td>
<td>C.19</td>
<td>Joint Venture, Consortium or Association</td>
<td>☒ No Preference</td>
</tr>
<tr>
<td>5</td>
<td>C.20</td>
<td>Conditions for Submitting Proposals for Parts or sub-parts of the TOR</td>
<td>☒ Not Allowed</td>
</tr>
<tr>
<td>6</td>
<td>C.20</td>
<td>Conditions for Submitting Alternative Proposals</td>
<td>☒ Shall not be considered</td>
</tr>
<tr>
<td>7</td>
<td>C.22</td>
<td>A pre-proposal conference will be held on:</td>
<td>No pre-proposal conference will held.</td>
</tr>
<tr>
<td>8</td>
<td>C.21</td>
<td>Period of Proposal Validity commencing on the submission date</td>
<td>☒ 120 days</td>
</tr>
<tr>
<td>9</td>
<td>B.9.5</td>
<td>Proposal Security</td>
<td>☒ Not Required</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>C.15.4 b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 10 | B.9.5 | Acceptable forms of Proposal Security
|   | ☒ Not applicable |
| 11 | B.9.5 C.15.4 a) | Validity of Proposal Security
|   | ☒ Not applicable |
| 12 |   | Advanced Payment upon signing of contract
|   | ☒ Not allowed |
| 13 |   | Liquidated Damages
|   | ☒ Will not be imposed |
| 14 | F.37 | Performance Security
|   | ☒ Not Required |
| 15 | C.17, C.17 b) | Preferred Currency of Proposal and Method for Currency conversion
|   | ☒ United States Dollars (USD) |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/questions
|   | Clarifications will be provided on rolling basis and last request for questions/clarifications should be submitted to UNDP no later than 5 calendar days before the submission deadline date. |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions
|   | Focal Person in UNDP: Marta Garcia
|   | E-mail address dedicated for this purpose: cpu.bids@undp.org |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries
|   | ☒ Uploaded in the eTendering System. Once uploaded, Prospective Proposers (i.e. Proposers that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the Proposers to view the respective changes and clarifications in the system.
|   | ☒ Posting on the UNDP procurement notices website; http://procurement-notices.undp.org |
| 19 | D.23.3 | No. of copies of Bid that must be submitted
|   | ☒ The Proposer shall prepare a Proposal in two separate parts/files marked as “Technical Proposal” and “Financial Proposal”. Please refer to DS No. 23 for details. |

---

1 This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 20 |  D.23.1 b)  
D.23.2 | Bid submission address | To be submitted in eTendering system:  
[https://etendering.partneragencies.org](https://etendering.partneragencies.org)  
Please refer to DS No. 23 for detailed instructions. |
| 21 |  C.21.1  
D.24 | Deadline of Bid Submission | Date and Time: **As specified in the system (note that time zone indicated in the system is New York Time zone).**  
**PLEASE NOTE:**  
1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.  
2. **Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.** |
| 22 |  D.23.2 | Allowable Manner of Submitting Proposals | ☒ Online bidding in eTendering system. |
| 23 |  D.23.2  
D.26 | Conditions and Procedures for electronic submission and opening, if allowed | ☒ Online bidding in eTendering system.  
☒ Password for the financial proposal must not be provided to UNDP until it is formally requested by UNDP focal points indicated in DS No. 17.  
☒ Digital Certification/Signature: **All Proposal should be signed by signatory authority of submitting bidder**  
☒ Time Zone to be Recognized: **New York Eastern Daylight Time (EDT)**  
☐ Other conditions: **See below further instructions**  
**Further Instructions:**  
The Proposer shall submit their proposals online in |
eTendering system. In this regards, the Proposer shall upload separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments.

Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6, the entire Technical Proposal should be scanned or otherwise converted into one or more electronic PDF (Adobe Acrobat) format files and uploaded in the system. Same should be done for Section 7 – Financial Proposal.

**Important:** Proposers submitting proposals to upload each Technical proposal and respective Financial proposal in separate document/files for as follows:

‘Attachment description’ line should state:

"Technical proposal"

and in a separate file or document

"Financial proposal"

To secure your financial offer please **SET-UP A PASSWORD** for the Financial Proposal which will be requested as follows:

a) The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.

b) **It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.**

**Please note:** Any proposal sent to the private email addresses of any procurement staff will not be accepted.

<p>| 24 | D.23.1 | Date, time and venue for opening of Proposals | Public bid opening is not applicable to Request for Proposals (RFPs). |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>E.29.2  E.29.3  F.34</td>
<td>Evaluation method to be used in selecting the most responsive Proposal</td>
<td>☒ Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, where the minimum passing score of technical proposal is 70%</td>
</tr>
</tbody>
</table>
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only) | ☒ Company Profile, which should **not** exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. Please ensure that the following information is included:  
  - Years of experience in Social Media Monitoring/Tracking Tools, with proven expertise and competencies delivering media monitoring services on a global scale.  
  - Boasts a media monitoring system that includes international and leading news media outlets around the world, including outlets in developing regions  
  - Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation  
  - Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any  
  - Media accreditation to press clipping and media monitoring organizations  
  - Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 2 paragraphs 5 and 6 of this document, if any.  
  - Dunn & Bradstreet report and Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for last three years duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.  
  - Statement of Satisfactory Performance from the **Top Three Clients** in terms of Contract Value and similar services from the past five years.  
  - All information regarding any past and current litigation during the last three (3) years, in which |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Other documents that may be Submitted to Establish Eligibility</td>
<td>☒ Not applicable</td>
</tr>
<tr>
<td>28</td>
<td>C.15</td>
<td>Structure of the Technical Proposal (only if different from the provision of Section 6)</td>
</tr>
<tr>
<td>29</td>
<td>C.15.2</td>
<td>Latest Expected date for commencement of Contract</td>
</tr>
<tr>
<td>30</td>
<td>C.15.2</td>
<td>Expected duration of contract (Target Commencement Date and Completion Date)</td>
</tr>
<tr>
<td>31</td>
<td></td>
<td>UNDP will award the contract to:</td>
</tr>
<tr>
<td>E28</td>
<td>Preliminary Examination of Proposals</td>
<td>Memo to Proposers (Examples of Bid Rejection)</td>
</tr>
</tbody>
</table>

Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions.

Below are some of the more common examples of why proposals are rejected by UNDP. Proposers are urged to read this before submission and to check that their proposal conforms to each of these points and the instructions as noted in the bidding documents.

- Proposal is submitted after the deadline for email submission. Emailed proposals sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your proposals beforehand.
- Proposal is submitted as a single package,
without separating technical and financial proposal.
- Proposal is not signed as per the instructions in the RFP.
- Not all sufficient documents have been provided.
- Documents provided are not in English.
- Documents provided do not directly address each point of the evaluation criteria.
- Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR.
- Proposal does not offer goods or services which have been specifically requested by UNDP in the Terms of Reference.
- Failure to enclose the Proposal Submission Form (see Section 4).
- The Proposer failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal.
- The Proposer failed to read the minutes of the Proposers conference and to include the relevant points in their proposal.
- The Proposer declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 8).
- Proposal contains viruses and/or corrupted files. The Proposers should ensure that submitted proposals DO NOT contain viruses and/or corrupted files. Such proposals will be rejected.

The above examples illustrate some errors which may be made by Proposers. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>E.29.2 F.34</td>
<td>Criteria for the Award of Contract and Evaluation of Proposals</td>
</tr>
<tr>
<td></td>
<td>☒</td>
<td>See Section 2 Instruction to Proposers Articles E and F, DS no. 31 above, and award criteria below “Technical Proposal Evaluation Forms”</td>
</tr>
<tr>
<td>33</td>
<td>E.29.4</td>
<td>Post-Qualification Actions</td>
</tr>
<tr>
<td></td>
<td>☒</td>
<td>Verification of accuracy, correctness and authenticity of the information provided by the</td>
</tr>
</tbody>
</table>
bidder on the legal, technical and financial documents submitted;
☒ Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
☐ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
☒ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.

<table>
<thead>
<tr>
<th>34</th>
<th>Conditions for Determining Contract Effectivity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☒ A countersigned and duly executed contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>35</th>
<th>Other Information Related to the RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Payment Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>☒ 25% Upon contract signature and initial set up on the media monitoring tool and database</td>
</tr>
<tr>
<td></td>
<td>75% will distributed in payments on our quarterly basis upon approval of the outputs.</td>
</tr>
</tbody>
</table>
TECHNICAL PROPOSAL EVALUATION FORMS

Stage I. Mandatory requirement:

Only the vendors who meet all of the below mandatory requirements will be considered for the Stage II, Technical Evaluation.

1. Media monitoring and media contacts system with multiple user setup with varying levels of access
   1.1 Firm has its own media monitoring solution, including visualization and depth of analytics (including detailed approach for print, broadcast and online coverage).
   1.2 Expertise in delivering media monitoring services
   1.3 Geographic coverage must also be broad, and must include both industrialized and developing countries.
   1.4 Firm must have a media contacts database

Stage II. Technical Evaluation

Summary of Technical Proposal Evaluation Forms

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm / Organization submitting Proposals</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>2. Proposed Work Plan and Approach</td>
<td>70%</td>
<td>700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

Technical Proposal Evaluation Form 1

<table>
<thead>
<tr>
<th>Expertise of firm / organization submitting proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Reputation of Organization (Competence / Reliability) - 5 years of experience in Social Media Monitoring/Tracking Tools, with proven expertise and competencies delivering media monitoring services (company’s profile and references to be attached)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>1.3</td>
</tr>
<tr>
<td>1.5</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
</tr>
</tbody>
</table>

**Technical Proposal Evaluation Form 2**

<table>
<thead>
<tr>
<th></th>
<th>Points Obtainable</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed Work Plan and Methodology</strong> (for evaluation purposes UNDP might request a Demo of the solution proposed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Comprehensiveness and quality of media monitoring solution, including visualization and depth of analytics (including detailed approach for print, broadcast and online coverage).</td>
<td>100</td>
</tr>
<tr>
<td>2.2</td>
<td>Methodology should include the range of international media outlets covered.</td>
<td>100</td>
</tr>
<tr>
<td>2.3</td>
<td>Size and quality of media contacts database</td>
<td>100</td>
</tr>
<tr>
<td>2.4</td>
<td>Quality and ease of use of both media monitoring and media contacts database that includes a content distribution system.</td>
<td>100</td>
</tr>
<tr>
<td>2.5</td>
<td>Regular and timely updating of dashboard data with personal dashboards and simultaneous logins (at least 12 simultaneous users) for both global HQ colleagues and selected regional offices (with a regional focus).</td>
<td>100</td>
</tr>
<tr>
<td>2.6</td>
<td>Geographic coverage must also be broad, and must include both industrialized and developing countries. The vendor should include in the proposal the list of countries or markets that its proposed solution will cover.</td>
<td>100</td>
</tr>
<tr>
<td>2.7</td>
<td>Quality assurance strategy and ongoing customer support strategy.</td>
<td>100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>700</strong></td>
<td></td>
</tr>
</tbody>
</table>
Section 3: Terms of Reference (TOR)

Media Monitoring and Media Contacts Database Services

Office of Communications / Media and Advocacy

UNDP/BERA

A. Project Title

Media Monitoring and Media Contacts Database Services

B. Project Description

The Bureau for External Relations and Advocacy (BERA) of UNDP was established on 1 January 2007. It was created to develop UNDP’s institutional capacity to enhance the strategic partnerships and to strengthen the resource mobilization function, which are both critical in securing aid effectiveness and delivering more responsive services.

The Bureau builds and strengthens relationships with a number of key constituencies and development partners. In particular, BERA has a key corporate role in developing relationships with the Executive Board, programme countries, donors, the United Nations system, the International Financial Institutions (IFIs), the European Commission and related institutions, civil society, the private sector, foundations and academia.

BERA also provides a range of services to the Regional Bureaux, country offices and other entities in UNDP. The value-added of these services relates primarily to the institutional knowledge captured by the BERA with regards to identification of partnership opportunities, potential for resource mobilization and sharing of experience within the organization. To fulfill this role, the Bureau acts as a facilitator of information exchange, knowledge management, network building and dissemination of the best practices throughout the UNDP.

UNDP’s Communications Group is the lead for communications. It provides policy guidance and develops and implements global communications strategies to reach the media and other key constituencies with UNDP’s core messages.

The Media and Advocacy Team is responsible for expanding and enhancing UNDP’s global multi-lingual presence through engagement with international media.

C. Objective

The Communications Group requires the services of a media monitoring company to monitor, assess and evaluate the coverage of UNDP in the media. It also requires a comprehensive media contacts database for the crucial task of media outreach.
D. Scope of Work

1. Media monitoring

The role of the service provider will be to monitor media (print, broadcast and online including social) for the Communications Group, to assist UNDP in evaluating its media coverage qualitatively and quantitatively, both as-it-happens and retrospectively.

Monitoring and tracking of:

- worldwide print coverage, including where coverage is not available online as well qualitative assessment of coverage;
- broadcast; and
- online outlets including those behind a paywall; all these should include major international outlets like the New York Times, CNN, BBC, Al Jazeera, AFP, AP, Reuters, etc.
- main social media channels including but not limited to Twitter, Facebook and LinkedIn;
- in English, Spanish, and French language outlets (other UN languages an asset);
- Targeted search and filtering options among tracked outlets for:
  - basic and advanced keyword combinations;
  - publication title;
  - journalist name;
  - geographical location (region, country);
  - audience size;
  - outlet language;
  - sentiment of coverage.
- Track performance of specific press releases, reports, news and web stories, other UNDP products.

2. Media contacts database and content distribution system

The role of the service provider will be to provide a comprehensive media contacts database service to the Communications Group to assist UNDP in its media outreach. The service must enable the cultivation of quality, long-term relationships with key journalists.

- Comprehensive and frequently updated worldwide database of journalist and news desk contacts – particularly those from major international outlets like the New York Times, CNN, BBC, Al Jazeera, AFP, AP, Reuters, etc – including:
- e-mail;
- social media contacts (including but not limited to Twitter, Facebook, LinkedIn);
- desk- and cellphone contacts;
- beat details;
- ability to have private lists not shared with other users outside of UNDP;
- ability to filter contact search results by journalist name, outlet name, job title, location, topic, outlet type, size of readership;
- ability to build specific distribution lists based on searches;
- pre-populated curated lists for newsworthy trending topics in the fields of international politics, international development and related fields;
- Possibility to create template distributions for reuse;
- Tracking and analytics on sent distributions:
  - for individual instances;
  - for periods of time (monthly, annually, custom);
  - specific tags, keywords or contact lists.

**D. Expected Outputs**

The firm will be expected to deliver the following outputs:

1. Initial build or customization of the media monitoring and media contacts system with multiple user setup with varying levels of access,
2. Personal dashboard and simultaneous logins for both global HQ colleagues and selected (by need) regional offices (with a regional focus);
3. Ongoing customer support as required.

**Media monitoring**

Detailed breakdown for the provision of services:

a. International print media monitoring - including largest, most authoritative English, French and Spanish language outlets (other UN languages an asset);

b. International broadcast media monitoring - including largest, most authoritative English, French and Spanish language outlets (other UN languages an asset);

c. International online and social media monitoring - including largest, most authoritative English, French and Spanish language profiles and accounts (other UN languages an asset);

d. Regular roundups and analyses of coverage of specific high-priority events and products

e. In-depth and regular analysis of coverage;
f. Modern, intuitive and easy to use interface;

g. Daily news alerts.

**Media contacts database and content distribution system**

Detailed breakdown for the provision of services:

a. International print, broadcast and online journalist contacts;

b. English, French and Spanish outlets covered, other (UN) languages an asset;

c. Modern, intuitive and easy to use interface that includes a content distribution system.

**E. Contractor’s Responsibility**

The agency must have successfully delivered comprehensiveness and quality of media monitoring solution, including visualization and depth of analytics with quality and ease of use of both media monitoring and media contacts database technological systems preferably within the UN system or a related non-governmental organization.

Because of the highly collaborative approach of this project, the firm must be located within three (3) time zones of New York.

For evaluation purposes UNDP might invite the vendors for a demo of their tools.

**Sources, coverage and article/mention access**

The solution provided by the vendor will track coverage of UNDP (and potentially competitors) and key programmatic issues in traditional media (print, possibly broadcast, websites of major print/broadcast outlets). During the set-up phase UNDP and the vendor will agree on a selected list of media outlets and social media channels to be analyzed. The proposal should provide a sense of the range of international media outlets covered.

Geographic coverage must also be broad, and must include both industrialized and developing countries. The vendor should include in the proposal the list of countries or markets that its proposed solution will cover.

The solution should provide access to original article text, and/or summaries, for traditional (print, online and possibly broadcast) media. The proposal must clarify what access will be provided; whether the access is to the original articles, summaries or both; for how long access to content beyond pay-walls will be available to UNDP; and what restrictions apply. Vendor to confirm the period of time that data (archives) will be available online.
Dashboards and reports generation

Regular and timely updating of the dashboard data with up-to-date articles is essential. The proposal should specify how frequently the data are updated, and how often new articles/posts are supplied to the system.

The proposal must indicate whether there is any limit on the number of simultaneous UNDP users who can access the dashboard and associated information and articles. The price proposal should indicate if there is an increase in the cost of the service for additional users.

The vendor should also provide adequate personnel for customer support during regular business hours in order for technical assistance and customization requests.

Daily news alerts

The vendor will provide daily email alerts including articles published in the last 24 hours. The email should include basic information such as the main title of the article, publishing date and time, name of publication and hyperlink to the full clip. Content, frequency and quantity of the email alerts to be agreed between UNDP and the vendor during the set-up phase. Daily news alerts can be automated.

F. Institutional Arrangement

The contract will be directly supervised by the Communications Specialist and all approvals of report and outputs will be authorized by the Chief of Media and Advocacy.

G. Duration of the Work

The vendor awarded this contract may be considered for potential Long Term Arrangement as abbreviated to LTA. The duration of the contract will be one (1) year period with the possibility of extension for two additional years (always provided supplier performance has been satisfactory).

H. Qualifications of the Successful Contractor

- 5 years of experience in Media and Social Media Monitoring/Tracking Tools, with proven expertise and competencies delivering media monitoring services (company’s profile and references to be attached)
- Has significant experience working with clients within the United Nations system or other international/ not-for-profit organizations or clients who monitor coverage on a global scale.
- Strong awareness of social media communication behavior in developing regions/countries
- Have Knowledge of the current state of the media and wisely apply the effective ones for the required services (provide architecture system for media monitoring plan to use)
- Boasts a media monitoring system that includes international and leading news media outlets around the world, including outlets in developing regions
- Multilingual but focusing in English, Spanish and French
- Media accreditation to press clipping and media monitoring organizations

J. Scope of Bid Price and Schedule of Payments

UNDP intends to enter into a Long Term Agreement for up to three years. Vendors submitting proposals should specify rates which would remain fixed for the entire duration of the LTA period. If there is a reduction in market price during the agreement period, UNDP shall benefit from such reductions. Rates are all inclusive.

Payments for first year:

1. 25% Upon contract signature and initial set up on the media monitoring tool
2. 75% will distributed in payments on our quarterly basis upon approval of the outputs.
Section 4: Proposal Submission Form

[insert: Location]
[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal for the RFP for Managed Video Conferencing Services:

We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal in separate files. Financial Proposal is password protected as required by UNDP.

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

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

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

---

2 No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.
We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ________________________________
Name and Title of Signatory: ________________________________
Name of Firm: ________________________________
Contact Details: ________________________________

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

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

Proposer Information Form

Date: [insert date (as day, month and year) of Proposal Submission]
RFP No.: [insert number]

<table>
<thead>
<tr>
<th>Page ________ of ________ pages</th>
</tr>
</thead>
</table>

1. Proposer’s Legal Name  [insert Proposer’s legal name]

2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]

3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]

4. Year of Registration: [insert Proposer’s year of registration]

<table>
<thead>
<tr>
<th>Countries of Operation</th>
<th>No. of staff in each Country</th>
<th>Years of Operation in each Country</th>
</tr>
</thead>
</table>

5. Countries of Operation
6. No. of staff in each Country
7. Years of Operation in each Country

8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer’s legal address in country of registration]

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

10. Latest Credit Rating (if any)

11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.

12. Proposer’s Authorized Representative Information

   Name: [insert Authorized Representative’s name]
   Address: [insert Authorized Representative’s name]
   Telephone/Fax numbers: [insert Authorized Representative’s name]
   Email Address: [insert Authorized Representative’s name]

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

14. Attached are copies of original documents of:

   ☐ All eligibility document requirements listed in the Data Sheet
   ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
   ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

---

3 The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.
Joint Venture Partner Information Form (if Registered)

Date: [insert date (as day, month and year) of Proposal Submission]
RFP No.: [insert number]

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Proposer’s Legal Name: [insert Proposer’s legal name]</td>
</tr>
<tr>
<td>2.</td>
<td>JV’s Party legal name: [insert JV’s Party legal name]</td>
</tr>
<tr>
<td>3.</td>
<td>JV’s Party Country of Registration: [insert JV’s Party country of registration]</td>
</tr>
<tr>
<td>4.</td>
<td>Year of Registration: [insert Party’s year of registration]</td>
</tr>
<tr>
<td>5.</td>
<td>Countries of Operation</td>
</tr>
<tr>
<td>8.</td>
<td>Legal Address/es in Country/ies of Registration/Operation: [insert Party’s legal address in country of registration]</td>
</tr>
<tr>
<td>9.</td>
<td>Value and Description of Top three (3) Biggest Contract for the past five (5) years</td>
</tr>
<tr>
<td>10.</td>
<td>Latest Credit Rating (if any)</td>
</tr>
<tr>
<td>11.</td>
<td>Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.</td>
</tr>
<tr>
<td>13.</td>
<td>JV’s Party Authorized Representative Information</td>
</tr>
<tr>
<td>Name:</td>
<td>[insert name of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Address:</td>
<td>[insert address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>[insert telephone/fax numbers of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Email Address:</td>
<td>[insert email address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>14.</td>
<td>Attached are copies of original documents of: [check the box(es) of the attached original documents]</td>
</tr>
</tbody>
</table>

☐ All eligibility document requirements listed in the Data Sheet
☐ Articles of Incorporation or Registration of firm named in 2.
☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

---

4 The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.
Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

<table>
<thead>
<tr>
<th>Name of Proposing Organization / Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country of Registration:</td>
</tr>
<tr>
<td>Name of Contact Person for this Proposal:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone / Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

SECTION 1: EXPERTISE AND ORGANIZATIONAL CAPABILITY OF THE FIRM/ORGANIZATION

This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2 General Organizational Capability which is likely to affect implementation

- Financial Capacity: Provide the latest Dunn & Bradstreet report and Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for last three years duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.
- Age and size of the firm and annual turnover.
- The agency must have successfully delivered comprehensiveness and quality of media monitoring solution, including visualization and depth of analytics with quality and ease of use of both media monitoring and media contacts database technological systems preferably within the UN system or a related non-governmental organization.
- Sources, coverage and article/mention access

1.3 Methodology and approach must take into consideration the following information:

- The solution provided by the vendor will track coverage of UNDP (and potentially competitors) and key programmatic issues in traditional media (print, possibly broadcast, websites of major print/broadcast outlets). During the set-up phase UNDP and the vendor will agree on a selected list of media outlets and social media channels to be analyzed. The proposal should provide a sense of the range of international media outlets covered.
- Geographic coverage must also be broad, and must include both industrialized and developing countries. The vendor should include in the proposal the list of countries or markets that its
The proposed solution will cover:

- The solution should provide access to original article text, and/or summaries, for traditional (print, online and possibly broadcast) media. The proposal must clarify what access will be provided; whether the access is to the original articles, summaries or both; for how long access to content beyond pay-walls will be available to UNDP; and what restrictions apply. Vendor to confirm the period of time that data (archives) will be available online.
- Dashboards and reports generation: Regular and timely updating of the dashboard data with up-to-date articles is essential. The proposal should specify how frequently the data are updated, and how often new articles/posts are supplied to the system.
- The proposal must indicate whether there is any limit on the number of simultaneous UNDP users who can access the dashboard and associated information and articles. The price proposal should indicate if there is an increase in the cost of the service for additional users.
- The vendor should also provide adequate personnel for customer support during regular business hours in order for technical assistance and customization requests.
- Daily news alerts: The vendor will provide daily email alerts including articles published in the last 24 hours. The email should include basic information such as the main title of the article, publishing date and time, name of publication and hyperlink to the full clip. Content, frequency and quantity of the email alerts to be agreed between UNDP and the vendor during the set-up phase. Daily news alerts can be automated.

1.4 Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

1.5 Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these.

1.6 Continuous improvement and productivity gains: Please describe how your company will provide continuous improvement and productivity gains to UNDP. Explain the tools and systems that will be provided to monitor the change during the contract period.

SECTION 2 - MEDIA MONITORING SOLUTION AND MEDIA CONTACTS SYSTEM WITH MULTIPLE USER SETUP WITH VARYING LEVELS OF ACCESS

This section should demonstrate the Proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1 Relevance of Specialized Knowledge: Outline specialized knowledge and demonstrate how it relates to task.
2.2 Proven Track Record and Experiences: To demonstrate proven track record of providing media monitoring solution and media contacts services to global international entities such as UN, governmental / non-profit sector or similar for which your organization had a lead role. Please provide names of three (3) client engagements from within the last 3 years in line with the functionalities listed in the TOR, Annex 1.

Indicate the three references using the table below:

<table>
<thead>
<tr>
<th>Name of Client:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of project:</td>
<td></td>
</tr>
</tbody>
</table>
### Duration of engagement: (start/end date)

### Types of activities undertaken:
- Purpose of engagement
- Number of your company’s resources on engagement (employees/sub-contracted personnel)
- Full Name and description of your lead role in Engagement

### Status or Date Completed:

### Client references contact details: (Name, Phone, Email)

## 2.3 Differentiating factors
Indicate what you believe are the primary characteristics that differentiate your firm from others in this market, and explain why you believe you are uniquely positioned to work successfully with UNDP. In this context, please describe any experience in working with UN organizations, International Financial Institutions, or other non-profit international entities operating in a multicultural context. Describe what particular factors are peculiar to such organizations.

## 2.4 Major international organization
Work performed for UNDP; major multilateral; or bilateral programmes: provide description of work performed to demonstrate capacity of resources to meet requirement of task
**Section 7: Financial Proposal Form**

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

**ONE TIME COST and RECURRING COSTS**

This cost should cover the media monitoring tool and the media database and distribution system as onetime costs to set up the tool and the customized dashboards. As well as the recurring costs for the provision of daily media monitoring per quarter.

<table>
<thead>
<tr>
<th></th>
<th>One Time Costs</th>
<th>Price US $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Media monitoring tool and the media database and distribution system</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Quarterly Recurring costs</th>
<th>Unite Price US $</th>
<th>Quarter</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Item</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Year 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

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

The price proposal should be authorised and signed as follows:

“Duly authorized to sign the proposal for and on behalf of”

____________________________
(Name of Organisation)

________________________
Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

Email:
Section 8: Long Term Agreement (LTA)

THIS IS UNDP’S TEMPLATE FOR LONG TERM AGREEMENT (LTA) FOR THE PROPOSER’S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

LONG TERM AGREEMENT FOR THE PROVISION OF GOODS TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

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

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

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

WHEREAS the Contractor represents that it possesses the requisite knowledge, skilled personnel, financial capability, infrastructure, resources and experience and that it is fully qualified, ready, willing and able to accept and perform the obligations set forth herein on the terms and conditions of the Agreement;

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

Article 1: SCOPE OF WORK

1.1 The Contractor shall provide the types of services and deliverables, which are listed in Annex I hereto (“Services/Terms of Reference”), as and when negotiated by UNDP and reflected in a Purchase Order, which is subject to the UNDP General Conditions of Contract for Professional services attached hereto as Annex III.

1.2 This Agreement does not in itself constitute a contract for any services and UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement. Only an order in the form of a purchase order (PO) shall obligate UNDP to purchase services requested.

1.3 The work expected under each particular assignment should be guided by TOR.

Article 2: CONTRACTOR’S REPORTING

2.1 The Contractor will report annually to UNDP on the Services provided. This report shall consist of but is not limited to the following key information: (i) the total number of POs issued for the services; (ii) each PO’s reference number, issuance date and the amount.
Article 3: PRICE AND PAYMENT
3.1 Services provided by the Contractor shall be based on the unit prices listed in Annex II. The prices shall remain in effect for the period of five years from Entry into Force of the Agreement.

3.2 The maximum amount payable by UNDP to the Contractor in accordance with this Agreement is USD xxxx only. This amount shall not be exceeded without internal UNDP approval in accordance with UNDP Regulations, Rules and procedures and a written amendment to this Agreement executed by authorized representatives of the Parties in accordance with Section 26 of the General Terms and Conditions set forth in Annex III. Further, the Contractor will notify UNDP as and when the aggregate total spent for services under this Agreement reaches the 85% of the total amount of Agreement.

3.3 Unless otherwise agreed, the Contractor shall submit their invoices upon completion of each service. Invoices should be numbered, dated, and indicate the nature of services performed, as well as indicate UNDP’s work/purchase order number.

3.4 UNDP shall review each invoice promptly and, subject to the settlement of any queries or disputes, shall process settlement within thirty (30) days.

All payment should be made by UNDP to the following Bank account of the Contractor.

<table>
<thead>
<tr>
<th>Bank account name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DFI ID</td>
<td></td>
</tr>
<tr>
<td>Bank ID (ABI CAB)</td>
<td></td>
</tr>
<tr>
<td>Currency</td>
<td></td>
</tr>
<tr>
<td>Bank account number</td>
<td></td>
</tr>
<tr>
<td>Bank name</td>
<td></td>
</tr>
<tr>
<td>Bank address</td>
<td></td>
</tr>
<tr>
<td>Country of bank location</td>
<td></td>
</tr>
</tbody>
</table>

Article 4: UNDP CONTACT PERSON
4.1 Communications in connection with work undertaken in connection with this Agreement shall be clearly marked, addressed and delivered as follows:

To UNDP: Focal Point to be inserted.

Article 5: GENERAL TERMS AND CONDITIONS
5.1 The standard UNDP General Conditions for Professional Services, attached as Annex III, shall apply to this Agreement, and any subsequent Purchase Orders issued within this Agreement.

Article 6: ACCEPTANCE
6.1 This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

6.2 This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of three years subject to satisfactory performance.

6.3 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party.

6.4 The same terms and conditions under this Agreement shall be made available to other United Nations Agencies, Funds and Programmes whenever these organizations consider applicable, Parties acknowledge and agree that the Contractor shall deal directly with the UN entities regarding all matters that may arise in respect of any particular contract/order placed by such UN entity and that UNDP shall not be responsible for or liable to the Contractor in any way or under any circumstances with respect to such contract/order placed by another UN Entity.

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

For and on behalf of:

Company Name

UNITED NATIONS DEVELOPMENT PROGRAMME

___________________               ______________________________
Date:________________________               Date:___________________________
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract.
This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

**8.4.1** Name UNDP as additional insured;

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

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.
11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

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

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

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