



Request for Proposal (RFP)

Date: 19 January 2012

Dear Sir/Madam,

Subject: RFP for the Production of a Public Service Announcement on Access to Energy

1. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal using the Acknowledgement Letter (Attachment II) via e-mail by Friday 03 February 2012.
2. You are requested to submit a creative and financial proposal for the Production of a Public Service Announcement on Access to Energy, as per enclosed Terms of Reference (TOR). You are also requested to submit further bidding documents listed below.
3. To enable you to submit a proposal, attached are:

Annex	Document	Purpose
I	Concept Note and Terms of Reference (TOR)	For your information
II	Instructions to Offerors (includes creative proposal)	Instructions for proposal preparation/ submission
III	Acknowledgement Letter	To be returned by 03 February 2012
IV	Proposal Submission Cover Letter	To be returned by 23 February 2012
V	Price Schedule	To be returned by 23 February 2012
VI	List of Public Service Announcements produced and broadcasted by your company	To be returned by 23 February 2012
VII	Creative Evaluation Criteria	For your information
VIII	Model Institutional Contract and General Terms and Conditions	For your information

4. Your offer comprising of creative proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than Thursday 23 February 2012, 3.00 p.m. (Bangkok time).

United Nations Development Programme
UN Service Building 3rd Floor
Rajdamnern Nok Ave., Bangkok 10200, Thailand

SL

Tel: 66 (0) 2304 9100 Ext. 2141

Fax: 66 (0) 2280 2700

Attention: Registry Unit - RFP: Services for the Production of a Public Service Announcement on Access to Energy

5. The short-listed offerors may be requested to present the creative proposal to the creative evaluation team via teleconference. Tentative schedule is during 27 February – 2 March 2012.
6. 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.
7. The invitation does not constitute any binding arrangement until a contract is signed between the parties. Contract award is subject to funds availability.

Yours sincerely,



Margaret Goon
Chief of Operations
UNDP APRC

Annex I

Concept note and Terms of Reference for production of a Public Service Announcement on Access to Energy

Switched On

Context:

Energy is central to most critical economic, environmental and developmental issues facing the world today. Developing countries in particular need access to reliable and modern energy if they are to reduce poverty and improve the health of their citizens, while at the same time promoting economic growth. Investing in clean, efficient, affordable and reliable energy is indispensable for a prosperous and sustainable future. Access to modern energy is still very uneven, with 1.4 billion people lacking access to electricity and 2.7 billion relying on solid fuels for cooking and heating. Approx. 1.6 million people, mainly women, are dying annually due to indoor air pollution caused by kitchen smoke.

Energy poverty inhibits economic and human development. Lack of access to reliable, affordable and sustainable energy services contributes to a self-perpetuating cycle of poverty and problems of health hygiene, gender inequity and environmental degradation.

Currently, almost 800 million people in Asia-Pacific have no access to electricity and almost 2 billion rely on the traditional use of biomass for cooking. Lack of access to modern energy means using polluting kerosene lamps for illumination, cooking with inferior fuels, and suffering lengthy exposure to harmful smoke and fumes and, in most cases, ending the productive day at sundown.

In recognition of the importance of energy access for sustainable economic development and supporting achievement of the Millennium Development Goals, the United Nations General Assembly has designated 2012 as the International Year of Sustainable Energy for All.

Aims include Ensuring universal access to modern energy services, doubling the rate of improvement in energy efficiency and doubling the share of renewable energy in the global energy mix.

Creative Concept for a Public Service Announcement:

To promote access to clean and reliable energy for the poor, UNDP will produce a 30-second Public Service Announcement for national, regional and global television. The premise of the advocacy commercial will be: **Switched On for the future we want.** The 30-second commercial could consist of quick video shots of low-emission, low-cost access to energy projects in Asia. These could include a quick collage of solar lanterns in the Philippines, micro-hydro power in Bhutan or Nepal, and/or solar energy in villages, or solar power to charge cell phones. Improved cook stoves in Cambodia/Sri Lanka and biogas plants in Timor-

Leste/Nepal/China that provide smoke free cooking environment assuring better health for women and children. It is important to show the access to modern energy services providing opportunities for income and reducing poverty (such as better agricultural productivity, small-scale enterprises using energy efficient means; better lighting for school children and health centres to operate at night). The script could explain the situation concerning energy access to the poor, then talk about the importance of being Switched On, finally driving the viewer to our UNDP website, Twitter and Facebook. At the end of the 30-second UNDP commercial, there would be some other voice-over line or text that pulls the commercial together -- A “kicker” of some kind. The commissioned production company would need to provide options for the kicker that pulls the images together and then the UNDP logo and www.undp.org Twitter and Facebook would come up with the new tagline. **If the Offerors/bidders have other ideas that are different from this scenario, they are welcome to come up with their own approach.**

Scope of Work:

The production company will be responsible for producing a completed commercial that is ready to send to broadcasters. This includes researching and creating the story boards, completing the concept so it is a call to action, and completing all aspects of production of a 30-second television Public Service Announcement (one in English and the same one in an international version that can easily be voiced-over by UNDP country offices for use in other languages in Asia).

The PSA should be targeted to countries with valuable forest cover. It can be provided to all relevant country offices for their use. It can be offered to CNN, which has already aired several of our UNDP-produced PSAs. The commercial can also be distributed globally via YouTube, Facebook and Twitter.

The following goods and services should be included in the Request for Proposal:

- Story board options for completing the concept
- 3-4 rough cuts and final
- Video filming of broadcast quality
- Video editing; Narration; Script; all post-production
- Music – 30 seconds of broadcast rights music as needed
- Post-production and re-editing as needed
- Stock footage/images/animation as required by the concept that is presented
- 50 DVD viewing copies PAL with designed cover
- 25 DVD viewing copies NTSC with designed cover
- 25 broadcast quality Digibeta PAL copies international version to be sent to UNDP country offices for their editing to local languages or other electronic means
- 15 broadcast quality Digibeta PAL copies in English
- 10 broadcast quality digibeta NTSC copies in English
- Master Digibeta PAL and NTSC given to UNDP
- UNDP will own the copyright for the completed PSA.

Instructions to Offerors

A. Introduction

1. General

The purpose of the RFP is to invite Offerors to submit proposals for the provision of the Production of a Public Service Announcement on Access to Energy.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission cover letter (Annex III);
- (b) Creative proposal, including documentation to demonstrate that the Offeror meets all requirements, completed in accordance with clause 8;
- (c) Financial proposal (Price schedule), completed in accordance with clause 9;

8. Creative proposal

The Offeror shall structure the Creative proposal as follows:

(a) Expertise of firm/organisation

This section should describe:

- Organisational Background (Infrastructure, Assets and Establishment)
- The organisational unit(s) that will become responsible for this task
- Experience in similar and relevant projects and previous relevant UNDP projects or UN or similar or equivalent organizations
- List of Public Service Announcements produced and broadcasted by your company (Annex VI)
- CVs of the key personnel to perform this task, with Qualifications in terms of education, specializations and other relevant requirement. /

(b) Proposed work plan and creative approach

This section should demonstrate the Offeror'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 warranty; and demonstrating how the proposed methodology meets or exceeds the specifications. The contents should include: /

- Early story boards and clearly articulated message/s
- Methodology and Approach understanding and clarity
- Concepts with relevant details
- Schedule, planning and allocation of Resources
- Clear deliverables and milestones
- Quality control procedures, proposed warranty

The Creative proposal must not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Financial proposal (Price schedule)

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents (Annex V), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare three copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between

them, the original shall govern. The hard copy of the creative proposals shall be accompanied by an electronic copy on diskette or CD.

The three copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –
United Nations Development Programme
UN Service Building 3rd Floor
Rajdamnern Nok Ave., Bangkok 10200, Thailand
Attention: Registry Unit

and,

- marked with –
“RFP: Services for the provision of Production of a Public Service Announcement on Access to Energy” ✓

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than Thursday 23 February 2012, 3:00 p.m. (Bangkok time). ✓

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring UNDP entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the procuring UNDP entity may at its discretion, ask the Offeror for clarification of its Proposal. The request for

clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The procuring UNDP entity will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the procuring UNDP entity will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The procuring UNDP entity's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the creative proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum creative score of 70% of the obtainable score of 1000 points in the evaluation of the creative proposals.

The creative proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the total number of points allocated for the price component is 100. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions who have attained minimum 70% score in the creative evaluation. All other price proposals will receive points in inverse proportion to the lowest price.

$$\frac{\text{Lowest Price} \times 100}{\text{Price of the proposal under consideration}} = \text{Financial Score}$$

The weights given to the creative and financial proposals are 80 and 20, respectively.

$$\text{Combined score} = 80\% \text{ Creative score} + 20\% \text{ Financial score}$$

The contract will be awarded to the Contractor obtaining the highest combined score.

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The procuring UNDP entity reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in unit price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the procuring UNDP entity.

PROPOSAL SUBMISSION COVER LETTER

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the **Production of a Public Service Announcement on Access to Energy** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Duly authorised to sign Proposal for and on behalf of

Signature & Stamp of entity

Dated this day /month / year

Name of representative:

Address:

Telephone/Fax:

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. ’

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately and included in the proposal. This proposal should be inclusive of **all** costs including travel.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule:	
Request for Proposals for Production of a Public Service Announcement on Access to Energy	
Description	Price (Currency)
Total package cost	
Inclusive of:	
1....	
2.....	
3.....	

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**LIST OF PUBLIC SERVICE ANNOUNCEMENT PRODUCED AND
BROADCASTED BY YOUR COMPANY**

PLEASE TYPE OR PRINT LEGIBLY

Company Name: _____

No.	Title of Public Service Announcement	Network on which it aired	Broadcasting date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



**For Creative Evaluation Committee use only*

Creative Evaluation Criteria

Creative Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	<u>Expertise of Firm / Organisation submitting Proposal</u> Company profile with the references of previous PSA productions and track record of getting them on the air in an international network	20%	200					
2.	<u>Proposed Work Plan and Creative Approach</u> Does the commercial grab audience attention and convey strong, clear and relevant message/s? Is the proposal creative enough to get on national and international TV networks?	80%	800					
Total			1000					

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

Form 1: Expertise of Firm / Organisation

Form 2: Proposed Work Plan and Creative Approach

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	100					
1.2	Relevance of experience in similar project	100					
Total Part 1		200					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Creative Approach							
2.1	Has the company produced PSAs or equivalent that have run on international TV networks?	200					
2.2	Have the important aspects of the task been addressed in sufficient detail?	200					
2.3	Are the concept and messages creative and	300					

	appropriate and relevant for the job?						
2.4	Is the scope of task well defined and does it correspond to the TOR?	100					
	Total Part 2	800					

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Annex VIII



INSTITUTIONAL CONTRACT

Contract No.: _____ **Organizational Unit** _____
Amendment No.: _____ **BAC:** _____

Country: _____

Contract entered into between the United Nations Development Programme and:
_____ (Hereinafter referred to as
the Contractor)

Address: _____
Telephone No: _____

1. Work Assignment:

This Contract shall commence on the _____, and shall expire on the satisfactory completion of the services described above, but not later than _____, unless sooner terminated under the Terms of this Contract. This Contract is subject to the conditions in Annex II.

2. Consideration – As full consideration for the services performed by the Contractor under the terms of this Agreement the United Nations Development Programme shall pay the Contractor upon certification that the services have been satisfactorily performed:

(a) A fee of: _____

Total Fee: _____

(b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);

12

- (c) The fee is payable in installments upon certification of satisfactory performance at each phase.

<u>PHASE</u>	<u>AMOUNT</u>

3. Security –

3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP’s property in the Contractor’s custody, rests with the Contractor.

3.2 The Contractor shall:

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

3.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP’s property in its custody as set forth in paragraph 3.1 above.

4. Audit and investigations-

4.1- 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.

4.2- 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.

5. Anti-terrorism

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

I acknowledge that I have read and accept the conditions on reverse.

Contractor Title: _____

Signature:

Date:

Authorized Officer: -----

On behalf of the UNDP

Signature:

Date:

Annex II

UNDP GENERAL CONDITIONS OF CONTRACT

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall

constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this 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.