



## Request for Proposal (RFP 29/2011)

23 September 2011

Dear Sir/Madam,

**Subject: RFP 29/2011 for procurement of services related to “Design, preparation, organization and delivery of training to support development and broadcasting of social content programmes and public service announcements that promote harmony and peaceful settlements of disputes”**

1. You are requested to submit a proposal in mkd, VAT exempted for the “Design, preparation, organization and delivery of training to support the local media in developing and broadcasting social content programmes and public service announcements that promote harmony and peaceful settlements of disputes”, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. Terms of Reference (TOR)..... (Annex II)
  - iii. Proposal Submission Form .....(Annex III)
  - iv. Price Schedule .....(Annex IV)
  - v. General Conditions of Contract..... (Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, shall reach the following address no later than 14:00 h on 07 October 2011.

UNDP

RFP 29/ 2011 - “Training to Support development of the social content programmes”

Do not open before **14:00 h** on 07 October 2011

8ma Udarna brigada 2

Skopje

4. 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.

**Annex I**

### Instructions to Offerors

#### A. Introduction

##### 1. General

The purpose of this Request for Procurement is to seek bids from national service providers (institutions, companies, NGOs) for the design, preparation, organization and delivery of training to support the local media in developing and broadcasting social content programmes and public service announcements that promote harmony and peaceful settlements of disputes.

## **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 at [procurement.mk@undp.org](mailto:procurement.mk@undp.org).

The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be posted to the organization's website at [www.undp.org.mk](http://www.undp.org.mk) (ref. RFP29/2011) Please check the web site for any updates during the deadline period.

### **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.

Any amendments will be posted on the organization's website at [www.undp.org.mk](http://www.undp.org.mk).

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 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 form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9.

**8. Export License**

N/A

**9. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Company profile

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Proposed methodology and approach

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

The operational and technical part of the Proposal should 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/TOR. 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.

(c) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

## 10. Proposal prices

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

## 11. Proposal currencies

**All prices shall be quoted in MKD ONLY, VAT exempted.**

## 12. Period of validity of proposals

Proposals shall remain valid for ninety (90) 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.

## 13. Format and signing of proposals

The Offeror shall prepare one copy of the Proposal, clearly marking each "Original Proposal" and a "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The copies of the Proposal shall be typed and signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract.

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 initialled by the person or persons signing the Proposal.

## 14. 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 as detailed in the attached Terms of Reference.

## D. Submission of Proposals

### 15. 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 –

UNDP  
RFP 29/2011 "Training to Support development of the social content programmes"  
Do not open before **14:00** h on 07 October 2011

8ma Udarna brigada 2  
Skopje

- (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.

No phone calls are accepted. For any queries please send an e-mail to: [procurement.mk@undp.org](mailto:procurement.mk@undp.org)

#### **16. 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 17.00 h on 07<sup>th</sup> October 2011.

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. Please check the web site for any updates.

#### **17. 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.

#### **18. 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.

#### **19. Opening of proposals**

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

#### **20. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser 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.

## 21. Preliminary examination

The Purchaser 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 Purchaser 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 Purchaser'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.

## 22. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical 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 technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

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

The price proposals of the Proposals will be opened only for submissions that attained minimum 70% score in the technical evaluation. The price has an allocated weight of 300 points.

The offer with the lowest price will receive the total 300 points. The rest of the offers will receive scores according to the following formula:

$$300 \quad \times \quad \frac{\text{Lowest Bid}}{\text{Proposed Bid}}$$

The contract will be awarded to the company with the highest aggregate score based on its technical and financial proposal.

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	14%	100					
2.	Proposed Work Plan and Approach	50%	350					
3.	Personnel	36%	250					
<b>Total</b>			<b>700</b>					

Evaluation forms for technical proposals follow on the next two pages. 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 Technical Proposal Evaluation Forms are:

Form **1**: Expertise of Firm / Organisation Submitting Proposal

Form **2**: Proposed Work Plan and Approach

Form **3**: Personnel

Note: The "0" score weights under the points obtainable in the evaluation sheet will lead to disqualification of the proposal submitted

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Minimum 5 years proven experience in preparation of similar activities (25points) More than 5 years (5 points)	30					
1.2	At least 5 years proven experience in organization and delivering the trainings in areas relevant for the assignment -Social Content programming Development, Media Development, Project Development, Community based and/or interactive/social media, promoting multicultural art and culture (35 points). More than 5 years(40 points)	40					
1.3	Minimum 3 years professional experience in the area of production, design, art, media programming (25 points) More than 3 years( 30 points)	30					

	100					
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Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Is the conceptual framework adopted appropriate for the task?	150					
2.2	Is the presentation clear and is the sequence/planning of the activities logical, realistic and promise efficient implementation to the project?	200					
		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	Experts:	250					
3.1.1	<u>One (1) International Expert</u> -University degree on social sciences, media related studies and/or other relevant area (yes/no). Master degree is a strong asset (50 points). -At least 5 years proven international expertise in developing and broadcasting social and other relevant content programming (theory, technical skills and expertise); technical development of content and the use of various mediums.( 50 points).More than 5 years ( 60 points) -Proven experience in training delivery; facilitating group-work; development of project proposals( 50 points)	150					



3.	<u>One (1)National Expert</u>		100					
1.								
2	-University degree on social sciences, media related studies and/or other relevant area (yes/no) -At least 3 years in developing and broadcasting social and other relevant content programming (technical skills and expertise) ( 25 points).More than 3 years (30 points) -Minimum 5 years proven experience in training delivery; facilitating group-work development of project proposals (25 points). More than 5 years (30 points) -At least 3 years professional experience in the area of specialization including inter-ethnic relations, work with community leaders, private sector and diversity management (15 points). More than 3 years ( 20 points) -Proven experience and work at local level with diverse municipalities (20 points)							

**E. Award of Contract**

**23. 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.

**24. Purchaser’s right to vary requirements at time of award**

The Purchaser 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 price or other terms and conditions.

## 25. 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 Purchaser.

## 26. Performance security

N/A

## 26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

## Annex II

### **Terms of Reference (TOR) “Enhancing Inter-Ethnic Dialogue and Collaboration”**

#### 1. Introduction

Good inter-ethnic relations are central to the country’s development as a productive and vibrant society and future European Union member state. To further advance the successes that the country has achieved in inter-ethnic relations – one of the five key Government priorities – the United Nations is supporting the efforts of the central Government, relevant

local bodies and civil society, to advance inter-ethnic dialogue and collaboration through a United Nations Joint Programme.

The Programme, "Enhancing Inter-Ethnic Community Dialogue and Collaboration," funded by the Spanish Government through the Millennium Development Goals Achievement Fund, is executed by the Secretariat for the Implementation of the Ohrid Framework Agreement, the Ministries of Education and Science, Culture, and Local Self-Government, the Association of Local Government Units, the surrounding micro-regions and municipalities of Kičevo, Kumanovo and Struga, and members of civil society, with the support of UNDP, UNICEF, and UNESCO.

The programme aims to promote a tolerant, trustful and confident society that values its own diversity by enhancing national and local-level capacities to effectively maintain and bolster cohesion in multi-ethnic communities through legal, regulatory, institutional and non-formal activities. Further, the programme develops the capacities of the national educational system to ensure that ethnic and cultural diversity is systemically furthered through national education policy, teachers' professional development, and curricular and extracurricular activities. The programme also strengthens and promotes society's capacity to engage in a process of continuous and constructive inter-cultural and inter-faith dialogue to increase civic awareness and cultural sensitivity.

As part of the UN Programme, journalists have participated in seminars, trainings and workshops. The programme helped engage journalists constructively in community dialogue and conflict transformation. It also facilitated the formal and informal education of reporters, editors and media owners on aspects of conflict-sensitive reporting. To sustain these achievements, as well as to continue to reduce social tensions, the programme established a media support mechanism housed in The School of Journalism and Public Relations. The mechanism monitors media coverage and seek to influence change in reporting approaches when needed, away from conflict inducing coverage, by ensuring that journalists have constant and reliable access to information regarding situations.

Since the UN Programme recognizes that trainings for journalists are not necessarily sufficient in themselves to advance social cohesion and civic identity, particularly in a multi-ethnic society in which different linguistic communities are served, the programme now seeks to broaden its target group to include non-professionals. It also aims to focus on other forms of media, including mainstream "entertainment" media, where perceptions of different communities are equally, if not more, formed as well as new techniques, such as user-generated content programming.

## 2. Objective and Expected Results

The objective of the assignment is to build capacity by designing, preparing, organizing and delivering a training to support development and broadcasting of social content programmes and public service announcements that promote harmony and peaceful settlements of disputes.

The expected outcomes of the provided services are:

*By 2012, Media, Local and Religious Leaders and Civil Society Organizations Promote and Practice a Greater level Of Cultural Sensitivity and Civic Awareness.*

## 3. Methodology

To complement the ongoing capacity building activities of the UN Programme, the activity described in this call will involve participants such as private and entertainment media professionals, television and radio executives, scriptwriters and producers, videographers and filmmakers, and community leaders, who will gather together to learn from experts with

experience developing and broadcasting social and other relevant local content programming.

The selection of participants will be made according to the expressions of interests, the technical and professional profiles of participants and the number of spaces available for the training.

A selection committee, comprised of the UN Programme and a team of experts, will base the nominations on the need to create a mix of "profile types" so that producers, writers, community leaders, filmmakers and others can have a greater opportunity to "mix". A total of 25 participants will be selected.

During a week-long in-house-style training, participants will receive two levels of training: one on the theory of social content and community-based media and the other on the technical development of content and the use of various mediums.

Participants will then be asked to form collaborative groups and to develop a concept for that group on a social content programme such as a mini-series, docu-tainment programmes, or reality TV episodes dealing with issues of diversity, tolerance and, possibly, the peaceful settlement of disputes. This will occur in the last two days of the training, for which experts will provide on-the-spot assistance to the groups as they plan all aspects of content development and the technical aspects of the media products.<sup>1</sup>

At the end of the training, participants will submit their concepts to a review panel. A minimum of 2 products will be selected for support by the panel.

The selected proposals will receive financial and technical support for the full development of their media products.

Once the products are developed, they will be disseminated through commercial TV (and radio, if such formats are presented).

#### 4. Scope of Work and Expected Output

The main responsibility of the service provider is to design, prepare, organize and deliver a Training to support the development and broadcasting of social content programmes and public service announcements that promote harmony and peaceful settlements of disputes.

Under the supervision of the UNDP Project Manager the service provider will design, organize and deliver the following activity:

##### **Activity**

*Description: Training to Support Development and Broadcasting of Social Content Programmes and Public Service Announcements That Promote Harmony And Peaceful Settlements Of Disputes"*

*Format: Training (National and Local Level)*

*Participants: Private and Entertainment Media Professionals, Television and Radio Executives, Videographers and Community Leaders, Commercial Media, Producers, Scriptwriters, Filmmakers, Women's, Youth, Religious and Minority Leaders, NGOs*

*Number of Participants: 25*

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<sup>1</sup> Products such as public service announcements, feature and documentary films, journalistic TV and radio reporting, will not be covered and will not be eligible as media products to be supported by this Activity.

In all of the above activities the service provider will be responsible for the following tasks:

1. Design, organize and launch a Call for Expression of Interest (Eoi) to eligible participants: private and entertainment media professionals, television and radio executives, scriptwriters and producers, videographers and filmmakers, and community leaders.
2. Selection of participants (25) according to the expressions of interests, the technical and professional profiles of participants and the number of spaces available for the training, in close coordination with UNDP.
3. Organization and delivery of 5 days training (including design of the methodology).

The training is anticipated in three levels:

- First level on the theory of social content and community-based media
  - Second on the technical development of content and the use of various mediums
  - Third level; the last 2 days of the training, experts to provide on-the-spot assistance to the groups as they plan all aspects of content development and the technical aspects of the media products through development of concepts (proposals) on a social content programme such as mini-series, docu-tainment programmes, reality TV episodes dealing with issues of diversity, tolerance and similar. The proposals are submitted to a review panel (organized by UNDP) for selection of technical proposals.
4. Engagement of two experts (one International and one Local) to deliver the training.

International Expert needs to meet the following minimum criteria:

- University degree on social sciences, media related studies and/or other relevant area. Master degree is a strong asset.
- At least 5 years proven international expertise in developing and broadcasting social and other relevant local content programming (theory, technical skills and expertise);
- Proven experience in training delivery; facilitating group-work; development of project proposals.
- Specific experience-at least of 3 years proven experience in social content-programming or other related field.

Local Expert needs to meet the following minimum criteria:

- University degree on social sciences, media related studies and/or other relevant area.
- At least 3 years in developing and broadcasting social and other relevant content programming (technical skills and expertise)
- Minimum 5 years proven experience in training delivery; facilitating group-work; development of project proposals.
- At least 3 years professional experience in the area of specialization including inter-ethnic relations, work with community leaders, private sector and diversity management.
- Proven experience and work at local level with municipalities; experience in diverse municipalities is a strong asset.

5. Produce and deliver activity summary reports to UNDP in English within one week of the delivery of each deliverable that includes main findings, outcomes, and feedback from participants based on an evaluation form provided during each activity
6. Produce and deliver a final summary report to UNDP in English within two weeks of the delivery of the final activity that includes the main outcomes of the overall process.

All required written documents, forms, and materials stipulated in this TOR are subject to mandatory approval by UNDP.

No purchases or hardware requirements are required or connected to the assignment.

UNDP staff may participate in this activity. UNDP reserves the right to invite additional participants or observers to the Workshop.

During the fulfillment of these tasks, the service provider shall ensure regular communication with UNDP.

#### 5. Duration of assignment

The total duration of the assignment must not exceed 30 days inclusive of all stages identified above.

The assignment is expected to start in October 2011. The service provider shall produce a detailed work plan that reflects this timeframe.

#### 6. Qualifications

The assignment shall be undertaken by the service provider and take into account the technical and administrative qualifications required for the design, preparation and organization of the activities.

The service provider shall demonstrate the following qualifications:

- Minimum 5 years proven previous experience in preparation of similar activities
- At least 5 years proven experience in delivering trainings in areas relevant for the assignment (Social Content Programming Development, Private Sector, Project Development, Arts and Culture, Social Media)
- Minimum 3 years professional experience in the area of work with community leaders, private sector and diversity management, social affairs.
- Sensitivity to local issues, including recognition of existing capacities of institutions and resources
- Excellent presentation, listening and communication skills
- Proven planning and organizational skills

***CVs of proposed experts shall be submitted.***

#### 7. Ownership

The materials produced will be the property of UNDP and may be used without consulting with or receiving approval from the service provider.

#### 8. Schedule of Payment

Payment will be made in installments based on the delivery of each activity based on the following considerations:

- A payment of 20% will be made upon signing of contract to help with pre-planning (e.g. logistical, venue-related, and administrative services)
- A payment of 60% will be made upon delivery of the 5 days of the training
- A payment of 20% will be made upon receipt and approval of the final report

**Important note:** UNDP reserves the right to withdraw the Request for Proposals without making a selection during the selection process, having ascertained that the financial proposals submitted to this bid are exceeding the set ceiling for this assignment.

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) 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.

Dated this day /month                      of year

E. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

**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 matrix shall be presented per each Deliverable and as well a detailed cost breakdown per deliverables

<u>Deliverables</u>	<u>AMOUNT in MKD</u>	<u>TARGET DATE</u>
Total:		

## **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.