

**Request for Proposal (RFP)**

Date: September 20, 2009

Dear Sir/Madam,

**Subject: RFP for the Provision of Public Services Announcements (PSA) Audio Production**

1. You are requested to submit a proposal for the provision of PSAs per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR)..... (Annex III)
  - iv. Proposal Submission Form ..... (Annex IV)
  - v. Price Schedule ..... (Annex V)
  - vi. Model Contract for Professional Services
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 06 October 2009, by 12:00 hour's local time.

Support to Elections and Democratic Processes  
United Nations Development Programme  
House 28 Block 10 Riyadh, Khartoum, Sudan  
Email: [marco.moreno@undp.org](mailto:marco.moreno@undp.org); [martin.boben@undp.org](mailto:martin.boben@undp.org)

And marked with **RFP for the Provision of Public Services Announcements (PSA) Audio Production Ref: RFP/KRT/ESP/09/040**

All offers received after the indicated time and date will be rejected.

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.

Yours sincerely,

Guillaume Chartres  
Project Manager

## Instructions to Offerors

<b>A</b>	<b>Introduction</b>
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### 1. General

UNDP is seeking to engage a consultant Company(s) to:

Provide Audio Production of Public Services Announcements (PSA) as per enclosed Terms of Reference (TOR).

### 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>B</b>	<b>Solicitation Documents</b>
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### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. 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 one week 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 published in the same manner that the present RFP.

### 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 amendment will be published in the same manner that the present RFP.

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.

<b>C</b>	<b>Preparation of Proposals</b>
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**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. Form 1 - Technical Proposal
- B. Form 2 - Offeror's Organization and Experience
  - A Offeror's Organization
  - B Offeror's Experience
- C. Form 3 - Description of the Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment
- D. Team Composition and Task Assignments

**Financial proposal consists of the following: (Separate Envelope)**

Completed Proposal Submission Form

Completed Price Schedule

**8. Proposal form**

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

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. 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. Proposal prices**  
**RFP/KRT/ESP/09/040**

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.

#### **10. Proposal currencies**

All prices shall be quoted in US Dollars (USD).

#### **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 two 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 two 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 deliverables.

#### 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 –

Support to Elections and Democratic Processes  
United Nations Development Programme  
House 28 Block 10 Riyadh, Khartoum, Sudan

- marked with – **RFP for the Provision of Support to Civic and Voter Services**  
**Ref: RFP/ KRT/ESP/09/040**

(b) Both inner and outer 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 06 October 2008 at 12:00 Hour’s local 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.

<b>E      Opening and Evaluation of Proposals</b>
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#### **18. Opening of proposals**

The procuring 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 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.

#### **20. 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.

#### **21. Evaluation and comparison of proposals**

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor with the highest combined score.

**Two-Stage Procedure**

**Stage 1** - The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70%. Offerors, who have attained minimum 70% score in the technical evaluation, will be considered for further financial evaluation. The weights given to the Technical Proposal is 70%

**Stage 2** – All offers that attained 70% and above in the technical evaluation, will have their Financial Proposals opened. The weight given to the Financial Proposal is 30%. The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed according to the following formula:

$Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ , where T%= 70% and P% is 30%.

**Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise/experience of Firm / Organisation submitting Proposal	30%	300					
2.	Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment	50%	500					
3.	Team Composition (including CV) and Task Assignments	20%	200					

	<b>Total</b>	<b>1000</b>					
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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:

- A. Form 1 - Technical Proposal
- B. Offeror's Organization and Experience
  - A Offeror's Organization
  - B Offeror's Experience
- C. Description of the Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment
- D. Team Composition and Task Assignments

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise/experience of Firm / Organisation submitting Proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history	15					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	35					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15					
1.5	Quality assurance procedures, warranty	25					
1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	170					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Approach, Methodology and Work Plan (including implementation schedule) for Performing the Assignment							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	25					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55					
2.5	Is the conceptual framework adopted	65					

	appropriate for the task?						
2.6	Is the scope of task well defined and does it correspond to the TOR?	120					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85					
		500					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Team Composition and Task Assignments</b>								
3.1	Senior Expert		110					
		Sub-Score						
	General Qualification	70						
	Suitability for the Project							
	- Professional Experience in the area of jingles/PSAs	50						
	- Knowledge of the region	20						
	- Language Qualifications	20						
	- Task Assignment	20						
3.2	Personnel to be dedicated to this project		90					
		Sub-Score						
	General Qualification	50						
	Suitability for the Project							
	- Dramatization Experience	5						
	- Recording Experience	5						
	- Professional Experience in the area of jingles/PSAs	35						
	- Knowledge of the region	5						
	- Language Qualification	20						
	- Task Assignment	20						
	<b>Total Part 3</b>		200					

## **Price Evaluation Criteria**

The weight given to the Financial Proposal is 30%. The Price Proposal is evaluated based on the following formula:

$$Sf = 100 \times Fm / F$$

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ , where T%= 70% and P% is 30%.

The Offeror/s achieving the highest combined technical and financial score may be invited for negotiation meeting/s, if deemed required by UNDP.

### **E. 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 technically and financially to the needs of the organisation and activity concerned.

The procuring UNDP entity reserves the right to split an award/award and to consider localized award/awards between any Offerors in any combination, as it may deem appropriate without prior written acceptance of the Offerors .

#### **23. 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.

#### **24. Signing of the contract**

Within 10 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

**General Conditions of Contract****1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3. 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. 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. 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 with the provisions of this Contract.

**6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice

required under this Article, 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.

- 14.3 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, 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.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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. 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. 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. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

**Terms of Reference (TOR)**

For the Provision of PSA Audio Production

1. Background

The signing of the Comprehensive Peace Agreement (CPA) in 2005 paved the way for a resumption of multi-party democracy in Sudan and provided for referenda to be conducted for the South and Abyei. The CPA stipulates that elections will take place for the following:

President of Sudan

President of the Government of Southern Sudan

National Assembly

Southern Sudan Legislative Assembly

State assemblies

State governors

According to the CPA, these elections were mandated for July 2009, however, delays in passing the electoral law and in establishing the elections commission made this unfeasible. The National Elections Act passed in July 2008 and the National Elections Commission (NEC) subsequently formed in November 2008. As an independent body responsible for organizing the elections<sup>1</sup>, the NEC has the authority to determine geographical constituencies, prepare the electoral register and issue the election rules and procedures.

The Political Parties Affairs Council (PPAC) formed in November 2008 at the same time as the NEC. The Political Parties Act gives the Council the responsibility to register political parties.

In a letter to the UN Special Representative of the Secretary General, dated 19 February 2009, the NEC requested the support of the United Nations in the areas of electoral materials; logistics and operational planning; electoral awareness; training of electoral staff; capacity building and advisory support; and coordination of international assistance to the electoral process. UNDP and the United Nations Mission in Sudan (UNMIS) have since worked extensively with the NEC to determine the level of need and to further elaborate the scope and nature of the electoral assistance to be provided. UNDP, UNMIS and other international actors involved in the electoral process in Sudan work in close coordination to avoid parallel efforts.

On 2 April 2009, the NEC announced the elections calendar which schedules voter registration for June 2009, and polling for 15 days from 6 - 21 February 2010. The NEC will face considerable challenges in order to hold free and fair elections within the published time frame

The delay in establishing the NEC has meant that it will need to move very quickly to address both logistical and regulatory matters to ensure adequate preparation. The NEC must soon establish its offices, appoint members of the high committees, gazette electoral regulations, establish institutional policy and procedures, recruit and train staff, procure and distribute equipment and material, and conduct a widespread voter education campaign.

Civic and voter education also presents a challenge given that it has been over 20 years since the last multiparty elections were held in Sudan, and thus there will be a large number of first-time voters. In many parts of the country there are also low levels of literacy making it difficult to provide full information on the balloting process and the civic responsibilities through conventional means. There will be six levels of elections taking place in February 2010 and the electoral system to be used is a combination of majoritarian and proportional representation. This means that a voter in the North will cast a total of 8 different ballots and a voter in the South will cast 12 different ballots. Thus, a widespread voter education campaign will be essential to ensure that voters can participate in the elections in a meaningful way.

## **2. Scope of Work**

It is expected that the process for the delivery of the work will be an interactive one with regular consultations between team leader and consultants employed by the institution and staff of the Elections Support Project and other partners and stakeholders to ensure that information and recommendations are shared and activities are coordinated.

### **Partial Bidding is not allowed**

This request is for 5 batches of PSA production. Each batch will have approximately 11 tracks in each of the 11 languages (121 tracks in total). Each batch will be a quantity of 650 CDs. Currently the scripts for the first batch (there are 11 in the first batch) are ready for the selected organization to produce. Although, the future 4 batches will not be prepared until further electoral procedures are known. However, UNMIS is requesting UNDP to procure the services of a production company in one contract to do all 5 batches so that future PSA's are produced in a timely manner. Please see below for specificities regarding the first batch of PSAs.

Please note that the total number of audio tracks for the first batch (121) will be too large to fit onto one single recordable compact disk (CD-R), therefore, the languages have been divided into two languages per each disk. My calculation is that 22 tracks of approximately 3 minutes each should fit on a regular 650MB CD-R which normally holds approximately 74 minutes of .wav files (audio broadcast quality). 700 MB CD-R are also available in the market, which hold approximately 80mins of .wav recording.

The language groups and number of each CD-R to be produced are indicated within the 'Breakdown of Language Groups and Quantities' section below.

### **TASK REQUIRMENTS:**

1. Translate each of the languages (except English and Khartoum Arabic) into the languages indicated below.
2. Actors studio record each of the PSA's in the indicated languages. Actors shall be fluent in translated language.
3. Basic sound effects may be required depending on script.
4. Musical audio sting produced and placed at the start of each PSA created.
5. Each of the 11 tracks in each language is burnt onto a CD-R according to the language grouping and quantities below.
6. Cover Artwork - simple text of each track on the CD-R written in the two languages that have been burnt onto that particular CD-R – (the name of the two languages should also appear in English and Arabic for reference). The cover print should be printed and inserted into the covers of each CD-R. The CD-R itself should have the title of the CD-R written in permanent ink on the CD-R itself in both of the languages that the PSAs are recorded.

## FIRST BATCH OF PSA SPECIFICATIONS

Batch One Name:	Batch 1: General Civic Education
Number of Scripts (to be provided):	Eleven (11)
PSA Average Length:	Three (3) minutes
Number of Languages:	Eleven (11)
Languages for Production:	<ol style="list-style-type: none"> <li>1. Khartoum Arabic,</li> <li>2. English,</li> <li>3. Juba Arabic,</li> <li>4. Dinka,</li> <li>5. Nuer,</li> <li>6. Shilluk,</li> <li>7. Beja,</li> <li>8. Zaghawa,</li> <li>9. Fur,</li> <li>10. Hausa,</li> <li>11. Fulfulde</li> </ol>
Number of Actors:	Three (3) for each language
Cover Design: Title:	Election Messages batch 1 (in the two languages of the CD-R)
	The Track titles also in both languages
	The names of the two languages should also be written in English and Arabic as a reference

### Track Titles:

1. Democracy and equality.
2. Rights and responsibilities in a democracy.
3. How to participate to democracy?
4. CPA and elections.
5. Free and Fair elections.
6. What is an election?
7. Receiving information on the CPA and the electoral process.
8. What elections will be having?
9. Observers.
10. Who can vote?
11. Secrecy of the vote.

Total Number of Copies:650 (Please refer to 'Breakdown of Language Groups and Quantities' below for further information

End product: wav Audio Files on Compact Disks

### BREAKDOWN OF LANGUAGE GROUPS AND QUANTITIES:

1.Languages: Juba Arabic, Khartoum Arabic	No. of copies of CD-R: 240
2. Languages: Dinka, Nuer	No. of copies of CD-R: 50
3. Languages: Zaghawa, Fur	No. of copies of CD-R: 40
4. Languages: Hausa, Fulfulde	No. of copies of CD-R: 40

5. Languages: Shilluk, Beja	No. of copies of CD-R: 40
6. Languages: English, Juba Arabic	No. of copies of CD-R: 240

FORM-1      Technical Proposal Submission Form

[Location, Date]

To:      UNDP, Sudan.

Dear Sirs:

We, the undersigned, offer to provide the Provision of PSA Audio Production in Sudan in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

E-mail address and telephone number: \_\_\_\_\_

Address:

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Form -2 Offeror 's Organization/Firm and Experience

A - Offeror's Organization/Firm

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

Form 3 – Description of Approach, Methodology and Work Plan (including implementation schedule ) for Performing the Assignment

- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected product.
- b) Implementation Plan. In this chapter you should propose the main activities of the assignment, their duration, phasing and interrelations, milestones, and appropriate delivery dates of the products.
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form 4 Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the staff]:
3. Name of Staff [Insert full name]:
4. Date of Birth: Nationality:
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

## 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.

The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on CD.

Price Schedule: Request for Proposals for Provision of Provision of PSA Audio Production			
Description of Activity/Item	Hours/Unit	Rate	Estimated Amount
1.	Production Expenses		
1.1	Studio (Pre-Production)		
1.2	Studio (Record & Mix)		
1.3	Translations		
1.4	SFX, Remote, etc.		
1.5	Needle drop music		
1.6	Original Music		
1.7	Cassettes & CDs		
1.8	FPT post MP3/WAV Files		
1.9	VO Announcer		
1.10	Talent Agent Fee		
1.11	Artist fee		
1.12	Cover Artwork Design		
1.13	Cover Printing and reproduction		
Sub-Total (A)			
2.	Out of Pocket Expenses		
2.1	Communications		
2.2	Reproduction and Reports		
2.3	Equipment and other items		
2.4	Delivery to UNDP Khartoum		
Sub-Total (B)			
Grand Total (A+B)			

All foreseeable costs including sub-contracting with performers and production personnel should be included within the financial proposal envelop only. But these should be separately identified

Model Contract for Professional Services

Model Contract for Professional Consulting Services  
between UNDP and a Company or other entity

**United Nations Development Programme**

Sustainable human development

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1.Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

this letter;

b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;

c) the Contractor's technical proposal [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting [dated.....], both documents not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
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....	.....	.....	.....
....	.....	.....	.....

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
---------------------	---------------------------

e.g.

Progress report	..../..../....
.....	..../..../....
Final report	..../..../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

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

### 3. Price and payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ [INSERT ANNEX NUMBER]

contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ [NAME and TITLE], UNDP.

3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ [INSERT PERIOD OF TIME OR MILESTONES].

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

#### 4. Special conditions

4.1 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.

The Contractor shall:

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;  
assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

4.2 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.

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.

4.3 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.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.5 The amounts of the payments referred to shall be fifteen percent of the contract value (15%) subject to a deduction of fifteen (15%) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....  
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.

9. Notifications

9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

\_\_\_\_\_ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:
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For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:
Address:

Telex:	
Fax:	
Cable:	

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_