

**An Enriching Experience**

*At Asiatic JWT*

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**December 2014**



**BRAC University, Dhaka, Bangladesh**

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A Report Submitted to  
Department of English and Humanities  
Of BRAC University

By

Rafsana Mustary Raisa

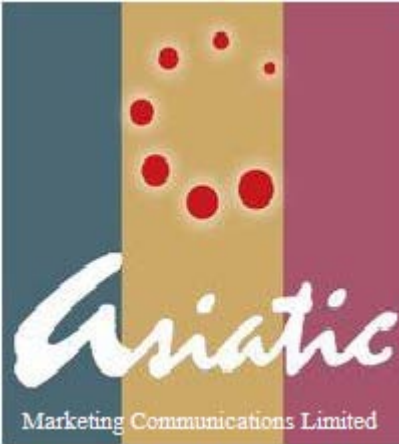
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For the Degree of

Bachelor of Arts in English

December 2014



“Our universe is made of stories. We are storytellers,  
Welcome to our story”

## **Acknowledgement**

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## 1. Introduction

Advertisement is basically the “non-personal communication of information usually paid for and usually persuasive in nature, informing about products (goods, services and ideas) [or concepts] by identified sponsors through various media (“Advertisng perspectives” 4). The function of advertising – selling a product, hasn't changed over the centuries, but the strategies certainly have. Starting from the Egyptians carving public notices in steel to advertise back in 2000 BC, to today's vastly used viral online advertising; the world of advertising has undergone a continuous and dynamic change, in a nonstop competition to break through the clutter of advertisements and reach the consumers.

I did my internship at Asiatic Marketing Communications ltd. (AMCL); a dynamic organization with wonderful work ethic and environment. During, my three months (February 1<sup>st</sup> 2014 – April 30<sup>th</sup> 2014) at AMCL, I have learnt a lot, thanks to the wonderful mentors who took their time to teach me everything about modern day advertising.

I deliberately chose to intern at this organization for many various reasons, but one this is for sure, that AMCL is one of the leading agencies that provides clients customized marketing services in the country. It has pioneered the advertising scenario in Bangladesh as there was negligible business play in this field before Asiatic came into being. However, it has now taken its services to an extent where AMCL is now considered one of the bests in the marketing communications industry and is one of the major market leaders.



It fascinated me how AMCL believes in the scope of advertising to not just be limited to product differentiation, brand awareness and persuasion, but to be memorable for the target audiences/consumers and stimulate their minds towards a positive action. Asiatic understands and realizes that a strategy or an advertisement, however attractive, will fail in its purpose unless delivered with appropriate marketing considerations.

AMCL is a company that specializes in providing innovative, creative and effective marketing solution to any company or brand that requires its service. Coupled with its parent company of subsidiaries, it provides a one stop solution to any company seeking marketing solutions. The importance of these companies is growing day by day, and AMCL, providing premium quality marketing services to its clients, is one of the best in the business. I could not have hoped for a better organization to do my university final year internship at and in this report, I have highlighted some of the campaign that I was involved with, some insight and a discussion on my job profile and my contribution to Asiatic MCL.

## 2. Internship Organization

Asiatic MCL is just another subsidiary of Asiatic3sixty°, This section discusses the organization in brief, its operations, its clients and its values.

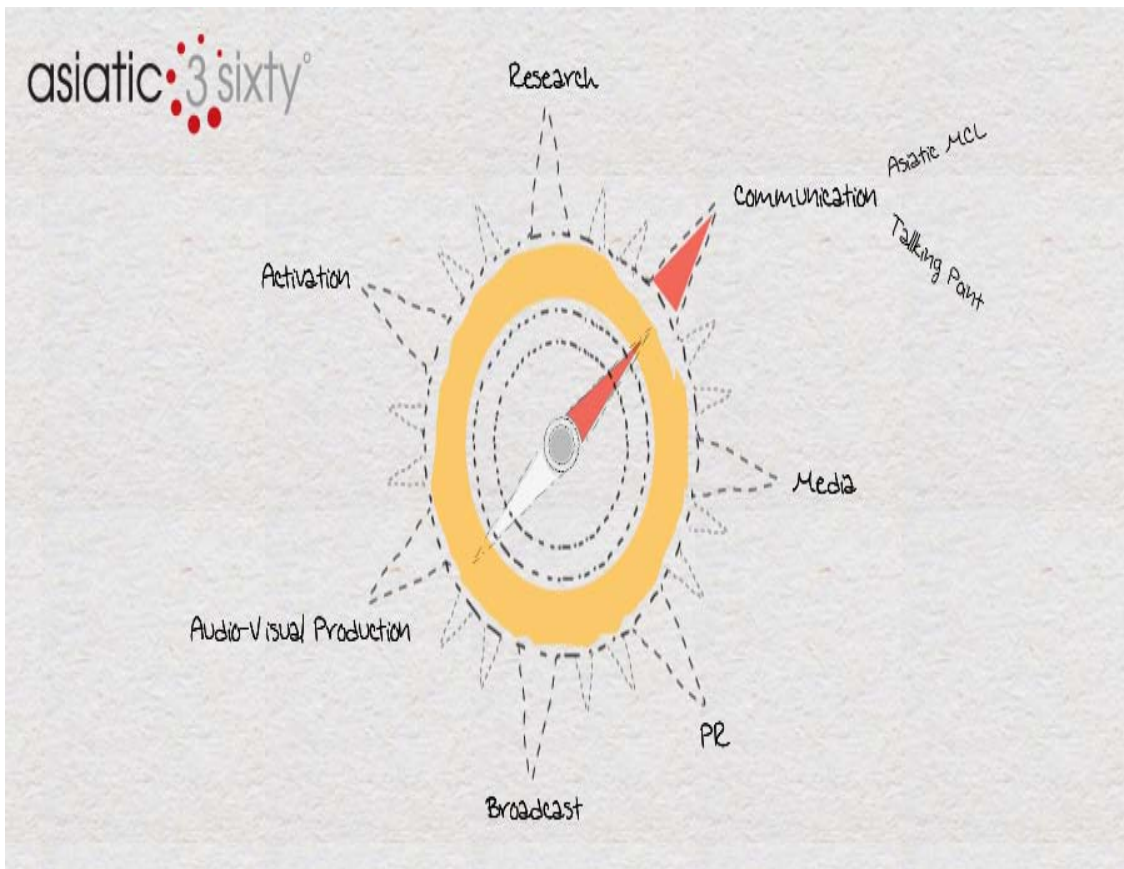
### 2.1 Asiatic3sixty°

Asiatic Group of companies is practically the largest marketing communications group in the country that opened its doors for business on the 13<sup>th</sup> of April in 1966 as East Asiatic. As it kept making progress, with renowned media figures like Aly Zaker as the president of AMCL, and Asaduzzman Noor and Sara Zaker in the driving seat as the key executives at Asiatic, it transformed to Asiatic Marketing Communications Ltd. later in 1994.

Asiatic has evolved from an advertising agency to a multi-dimensional communications company providing proactive, pragmatic and total communication solutions to a multitude of local, regional and international clients over the years. Asiatic has been involved in product innovations, brand building, brand launches, market entry strategies etc. for most of the top industrial and marketing companies of Bangladesh including Unilever Bangladesh Limited, Pepsi, British American Tobacco (BAT), Senora etc. Asiatic has not only been an advertising agency for its clients but has also provided strategic planning services for most of them.

Integrated in the firm's corporate culture is Asiatic's concept of 360° Degree Branding. AMCL recognizes that there are myriad ways a consumer must be communicated with, and that all these communication touch-points need a unifying strategy around which multiple disciplines can work as a team for the brand. Nowadays, according to *Ogilvy&Mather*, a simple fundamental operating strategy is to maintain

focus on brands; focus on delivering brands in a 360° way and focus on the work with current clients. Adhering to that, Asiatic has built and developed an entire business model around it. It is now a full-service agency catering to Audio-Visual Production (Dhoni-Chitra), Activation (Footprints and Asiatic Events), Media (Maxus, Mindshare and Mediaedge: CIA), Broadcast (Radio Shadhin FM 92.4), PR (Forethought PR), Research(MRC-Mode), and Communication (Talking Point and Asiatic MCL). Be it the launching of a new package from Airtel, a brand campaign for Rin, a thematic campaign for Sunsilk, a campaign for the popular television show Lux channel-i Superstar, Eid campaign or Ramadan campaign for Pepsi or Nestle Munch, AMCL is always up for the challenge.



Source: [www.asiatic360.com](http://www.asiatic360.com)

**Figure 2.1: Asiatic360° and its subsidiaries**

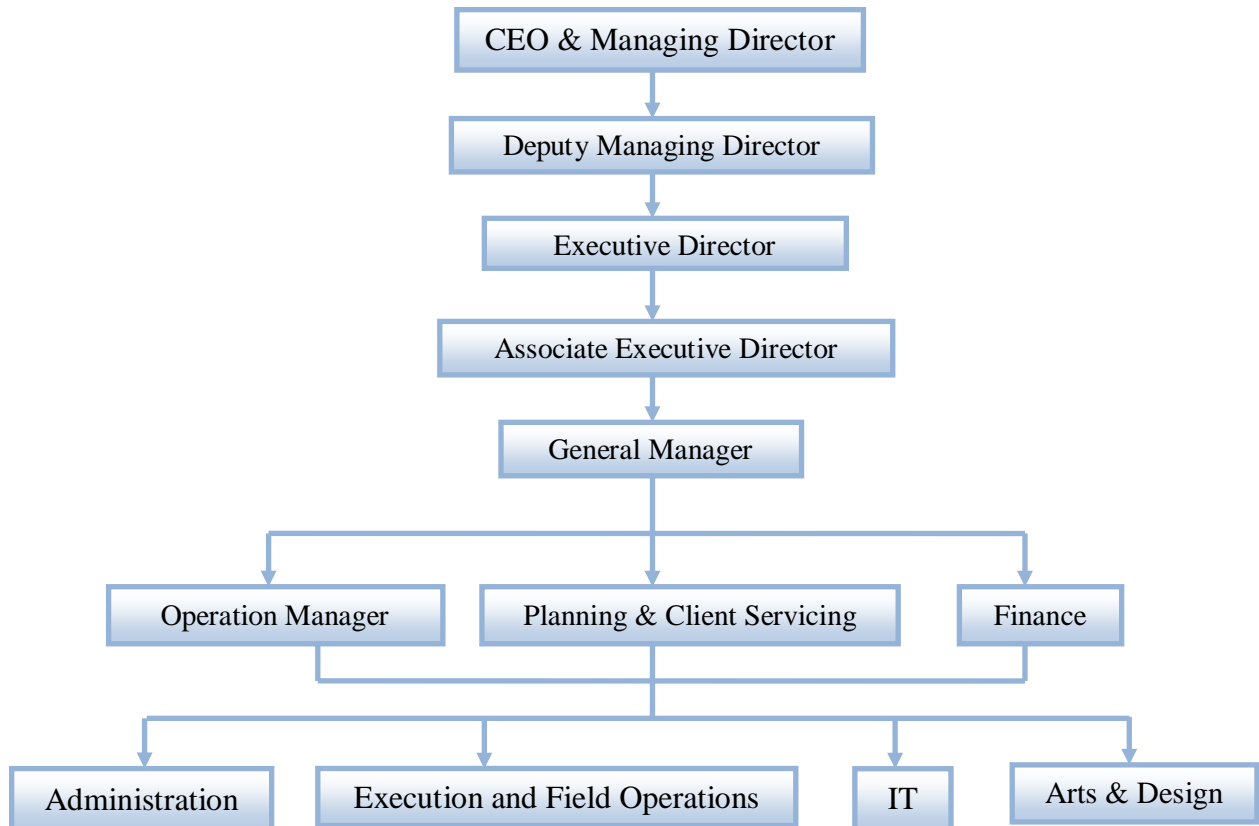
## **2.2 Asiatic MCL**

Since its inception, AMCL has been able to carve out a place for itself in a short span of time, both in the world of advertising, as well as in the business fraternity of Bangladesh. The range of Asiatic services transcends the frontiers of advertising to cover Social Communication, Events, Public Relations, Corporate Relations, Direct Marketing, Formative Research and Media Planning and Management, Marketing and Product Planning. The agency's operations are deliriously celebrated all over the media channels of the country, and its clients' ratings have also been phenomenal.

In addition to all its diversity, AMCL was one of the first companies to have started business with international affiliations. In 1996, Asiatic joined in partnership with J. Walter Thompson (JWT). JWT is one of the top global advertising agencies, and currently the 4th largest advertising firm in the world which operates 246 offices in 83 different countries. Henceforth, AMCL has radically upped its grade as one of the largest marketing communications networks in the country, servicing multinational and local brands in all regions. The hallmark of brand-building capabilities is the balance of global and local brands within a network that branches out worldwide.

## **2.3 Organizational Structure**

Being the organization that AMCL is by itself, it has a very simplistic flexible structure to accommodate all the individuals in the company. AMCL currently employs 30 full time individuals only. The organization does not really have much of a hierarchy as almost all individuals are treated with similar respect but a sublime hierarchy exists which only becomes apparent after getting accustomed to the job and the environment. The hierarchy is as follows:



**Figure 2.2: Flow-chart representing the company hierarchy**

This is the AMCL hierarchical organogram. Nevertheless, this hierarchy is seldom followed and the main hierarchy comes from the amount of time the employee has spent with the organization, although the designated position of the employee is not entirely ignored. The industry that the firm operates in and the job type require the employees to be more flexible than other, more rigidly structured MNC's (multi-national companies). The reason for such flexibility is mainly due to motivational factors and due to the nature of the job.

## 2.4 Clients

Asiatic is one of the leading marketing communication firms in Bangladesh operating in the business environment over the last four decades. The relationship that Asiatic has developed with the leading business houses, industrial undertakings, NGOs, government bodies, industrialists, entrepreneurs, businessmen, marketers, executives and bureaucrats is supreme, Asiatic board has produced work for a wide range of leading brands. A list of some of its global and local clients worth mentioning includes British American Tobacco (BAT), Pepsi, Nokia, Nestle Munch, Bangladesh Government, Social Marketing Company (SMC), Brac, Unicef and Sunsilk among many others. The illustration below shows the wide range of the agency's clients:

### Commercial Clients



Social Clients



Historical Clients





### **3. Beginning Work at Asiatic**

As mentioned before, Asiatic3sixty, also known as Asiatic JWT, has many concerns set forth for the public recognition it hopes to foster. I was assigned to the Asiatic Client Servicing department. I was lucky enough to have had the opportunity to work in two of Asiatic's most challenging and dynamic subsidiaries; Asiatic Social Ltd. and AMCL.

#### **3.1 Asiatic Social Ltd.**

During my first week at Asiatic, I was assigned to work in the social communication wing. This wing deals with promoting social behaviors. Now what is social behavior? How do you promote it? What the Social Marketing Communication wing of Asiatic JWT does is, it basically addresses social marketing and social issues and mainly works with various NGOs (nongovernmental organizations), the government and other social marketing companies to provide marketing solutions for social issues. The social communication creates behavioral promotional campaigns that are aimed to help people understand the importance of certain facts and aspects of life (such as hygiene and family planning) and stimulates their minds to act accordingly. Sometimes it teaches them the difference between what is socially correct and what is not, or it can also provide information about less known facts or things that are not talked about in general, for instance AIDS or how to take care of pregnant women (which, unfortunately, is not an issue generally treated with great concern in the more male dominated areas of our country, like the rural areas, suburbs or even in the lower class sects of the mass population). For instance, Asiatic was working on a project with SMC, on creating a booklet for CBAs (Child Birth Attendant) that discusses in detail how to help and take

care of a woman bearing a child during pregnancy, during delivery and even after pregnancy. This is an example of social behavioral promotional campaign.

What Asiatic Social Communication (SOCCOM) did is that they designed the booklet. SMC had provided them with the necessary contents, such as the written texts and the pictures to go along with the texts, if any. The SOCCOM checks for corrections (spelling, grammar, paragraphing, etc.), it arranges where the contents go, adds details and highlights, like borders along the pictures or texts, graphics designing and the likes. They even designed the logo for this project. So basically, the job of the SOCCOM is to make sure the message reaches its audience in such a way that they are influenced to act on it.

So how do they get clients? Like any other agency, they keep a look out for RFPs (Request for Proposals)\*. These RFPs are commonly seen in the mid-section of newspapers, but often the clients also send their RFPs in the form of booklets or letters enclosed in envelopes to their preferred agencies. These RFPs contain a sort of brief on what product they want to promote, what they want to do with their product and what kind of promotion they want. Every agency that is interested in the RFP then prepares a 'pitch'. A pitch includes a technical proposal where the agency proposes an idea based on which they want to run the campaign. It could be a Television Commercial (TVC), a Radio Commercial (RDC), billboards, pamphlets, flyers, etc. that could help the campaign effectively. Through this they want to show the approach they are willing to take and impress their potential clients with their creativity. Following this, they prepare the financial proposal which is the other component of the pitch. The financial proposal

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\* Please find attached a copy of an RFP from UNFPA at the end of this report; it is to further demonstrate what an RFP might look like in general.

accounts for all the costs and expenses approximated to back up the technical proposal. It includes cost of the models, the equipments, the sets, rents, fees, the production house to be hired, contracts, etc. Now the pitch is what gains the client's confidence in an advertising agency. Based on the pitch they like, they hire the ad agency to give them more briefs on their next move, and they work together to bring out a refined campaign. These RFPs can be directed to social communications or even brand communications, but who takes the lead depends on the type of campaign aimed for.

### **3.2 Asiatic Marketing Communications Ltd. (AMCL)**

This is the wing that creates all the marketing communication material for the clients. The materials can be anything ranging from a banner print creative to a complete above-the-line (ATL) advertisement. In an online article titled, "Difference between 'above the line' and 'below the line' advertising," by Kiran Manral, ATL advertising is described as a form of publicity, "where mass media is used to promote brands and reach out to the target consumers. These include conventional media as we know it, television and radio advertising, print as well as internet." This wing mainly works with the ATL communication of the clients and provides all the creative support to all the other wings, the coordination of which provides the client a 360° marketing solution. AMCL is one of the major spinal support requirements of Asiatic Events and provides them with all the creative materials from the clients for the BTL (below-the-line) communication and activation programs launched by Asiatic. BTL advertising is a media which is more on-to-one based. It "is a media where you can interact directly (direct response) with customers or potential customers. Examples [sic] are the exhibition, direct mail, catalogs, and so on." (Michael A. Irwin). Apart from the above mentioned BTL advertising forms,

Asiatic Events also arranges live concerts, moving hoardings with the ad of the product, roadshows, vehicles with promotional staff interacting with people demonstrating the product and distributing literature (pamphlets or flyers) on the product and many more (Manral).

After being transferred to AMCL, still a part of Asiatic Client Servicing department, I was handed to Brands Account Management. It was not the financial account of every brand, but the brand management of clients.

The Brand Management takes responsibility of making its clients' brand look good. Each client is referred to as an account. A team of creative minds along with logistics, works together to help manage one account, i.e. one client. The client (the advertising company) tells them what it wants, and the account management team works to bring out the desired result. The account management is the bridge between the client and its agency, the agency being Asiatic for this matter. Whether the output should be an ATL or a BTL, the discussion takes place between the Brand Management and its client/s, thereby providing its clients with a 360° solution.

## 4. Operations and Quality Control

Every organization follows a work protocol which helps them achieve their goals in a systematic manner. Their protocols may vary, but the variation is what helps them maintain their individualistic company profile. This modus operandi is vital for any project Asiatic wishes to undertake and must be taken care of which is why this was one the first things I was briefed on.

### 4.1 Operation Process

The organization operates in a similar manner as illustrated in the following flow-chart:

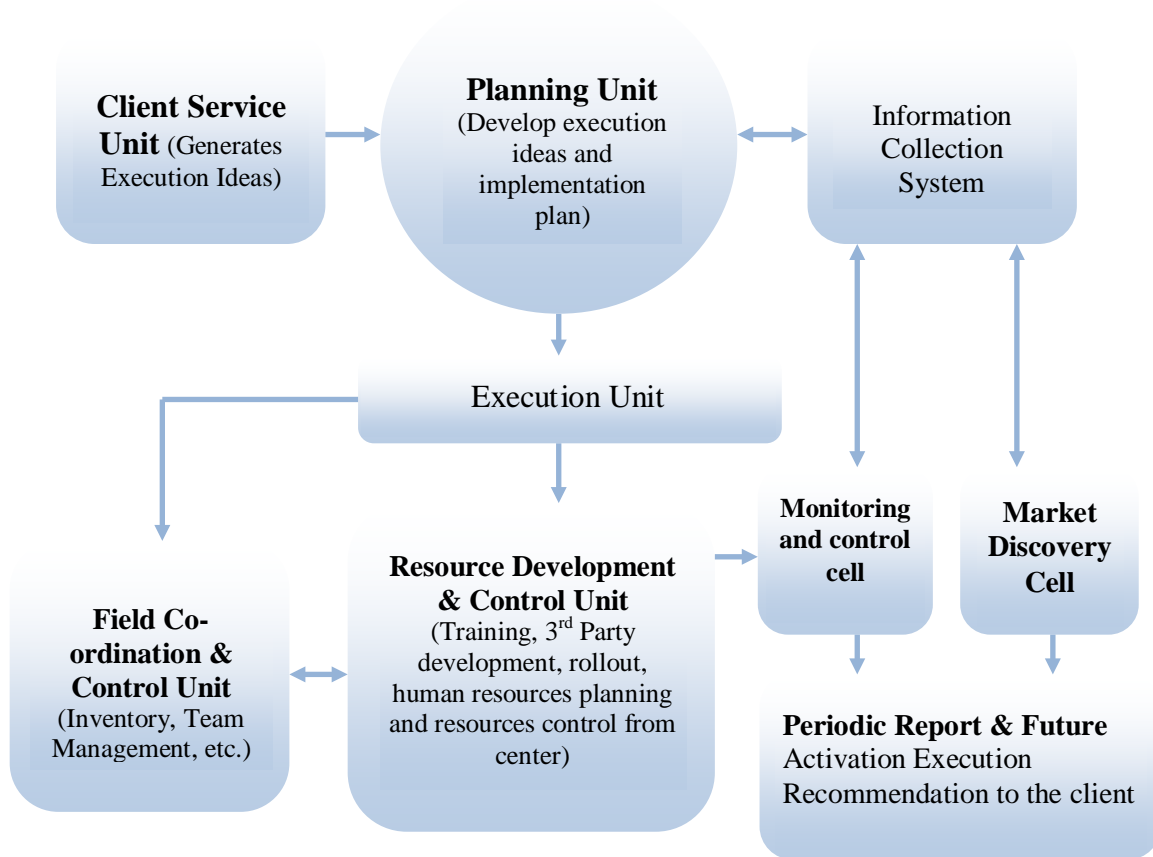


Figure 4.1: Flow-chart representing company operation process

The process shown above is the pictorial format of the way AMCL delivers its outputs. At first the people from the client servicing wing receive the client brief; the brief can be received orally or in the form of a written document or a presentation. At AMCL, the client servicing unit also communicates with the planning unit simultaneously. The teams sit together to work out a plan for the desired output according to the clients briefings. Idea generation, brainstorming sessions and various concepts are taken into consideration and then used to create the final plan for the total activation of the event or the project. The total plan is then pitched to the client. If the client accepts the proposal, then the 'go ahead' is given to the planning team to develop the execution plan, otherwise, the plan is scrapped and further customers are entertained.

On the other hand, if the client accepts the pitch, the plan is rechecked by Asiatic and reassured with the client. If any change/s suggested by the client is/are made then again the final plan is discussed with the client. When the client sends the final approval, the final execution plan is then generated. This plan is generated by the planning team with the help of the information collection system, which can be a third party collection source, or a data collection from previous databases and research. This may be carried out by the planning team or any one of the particular teams. This execution plan is then run through with the execution team. The execution team consists of people from the executions and field operations executive who suggest any amendments that may be required. After the final run through, the planning team gives the execution team an activation execution plan.

Once this process is over, the plan is then carried forward to the resources allocation unit (finance, logistics and human resource management) and to the field

forces, both of which in coordination start the plan execution. As the execution begins, the information collection system communicates with the monitoring and the market discovery cell and then further communicates the information with the planning cell. If further amendments are necessary information is passed through to the monitoring cell and the execution is completed according to client request.

When the execution is over, or if the execution continues for a certain period, a feedback report or periodical feedback reports is/are sent to the client for further client briefing, and also to recommend the clients for a better execution of the marketing program altogether.

The company operation process diagram shown is a very simplistic diagram interpreting the process involved in executing a marketing plan. However, this is not necessarily the only guideline. In many instances, the nature of their execution requires all the processes to be run simultaneously, and all the people working in all of the units to work simultaneously as well.

## **4.2 Quality Control**

Asiatic takes great care and responsibility for every creative element that leaves the office premises. The departments at AMCL do not allow for mistakes to go unnoticed, since meticulous care is taken by the trained staff to maintain good quality. From the visualizer, to the studio in-charge to the account directors, everybody pores over the materials before they finally get released.

## 5. Managing Various Accounts

During my internship at Asiatic JWT, I had the opportunity to work with different teams from the client servicing department, and thereby enhance my knowledge about dealing with various clienteles. Most importantly, I had a first hand experience in dealing with the various issues that are very frequently, and sometimes rarely, faced by the advertising agencies and learnt from them.

### 5.1 Airtel

The account that created the most hype, with the most youthful minds and demanded the most work in the entire department was none other than the Airtel account, I began with learning about how the account management team helps build Airtel's brand. It was all about learning how to present the Airtel brand in Bangladesh. Essentially it is an Indian telecommunication company, but Asiatic JWT manages its brand here in Bangladesh. Keeping the target demography in mind, amongst many things, Asiatic designs packages; packages of offers provided by Airtel, such as:

1. BOU : Bonus on Users
2. BOR : Bonus on Recharge
3. Acquisition : Benefits of getting a new Airtel SIM
4. Internet : Various offers for subscribing to Airtel internet
5. 2G : the regular campaign

Asiatic also monitors the Airtel Buzz – it is claimed to be the largest fan page on the internet by the Airtel team. This is mainly managed by the Digital Communications wing, which updates and enforces ads and campaigns that lie within the online marketing territory. This sector has its own way of attracting audience and they do all that after



receiving a thorough brief from the Airtel Client Servicing team. They post ads on their Facebook fan page like we post status updates on our Facebook profiles. They do not stop only at ads, they also exercise a lot of their creativity through free advertising on Facebook. They post offers and they also rely heavily on exploiting the global entertainment industry. It is an excellent instrument to connect more with the target audience. The psychology follows that when one's favorite actor, singer, superstar or any role model is being discussed on Airtel Buzz, the person is automatically dragged into Airtel's exposé. The audience feels comfortable knowing that Airtel shares the same interest as them simply by posting a latest update on famous celebrities. Moreover, as they follow up on what else Airtel has to share about their role models, they are also exposed to the various advertisements Airtel puts up everyday regarding their own services and offers. Most importantly, Airtel is effectively keeping this demographic profile busy with them, allowing them to feel a sense of belonging while making sure their rivals do not get to engage them in the mean time. So they post all sorts of random updates on their wall, they wish happy birthdays to Messi and Ronaldo, they congratulate Prince Charles and his wife on having a baby, as they do Abhishek and Aishwarya Rai Bacchan. They mourn the death of Humayun Ahmed and they rejoice in anticipation for the upcoming T20 Matches in Bangladesh; they do everything and all sorts of things to get everybody's attention all over the internet.

### **5.1.1 Airtel Look Book**

The team always keeps a copy of the *Airtel Look Book* with it, in order to answer its queries in case they face a speed bump. The *Airtel Look Book* is basically the guideline to the Brand Management team, provided by Airtel, to ensure the brand gets

publicized exactly the way Airtel wants it. To get started with the team, it is a must to have a thorough look at the *Airtel Look Book* to develop an understanding of the company philosophy and the brand itself. The first few chapters have a lot of information and instructions regarding how Airtel looks, how it wishes to be presented and what are the key elements, or the guidelines that Asiatic needs to follow in order to keep campaigning for Airtel.

The book showed a lot of ongoing and resolved campaigns from the past to show what they look like in general. Then, it moves on to more basic staples, such as the logo and its orientation. They have a locked horizontal, as well as a locked vertical logo. And even these come in different proportions, and a strict limitation stands as the logo cannot be reproduced unless the master artwork is provided.

Airtel has a very strong affinity for bright colours, so they refrain from using somber or dull colors; they always use shades of the rainbow. They also use a specified typeface that is followed throughout every typography. It is the Romania Basic typeface, and it can be used in bold, italicized and in the regular font, but it cannot be of any other type. They employ the use of a Supergraphic Crop which they also call a “Swoosh”. The supergraphic crop is an additional brand element in the Airtel visual identity. Swooshes only have the logo and the text elements on them, especially when they are used with imagery. This swoosh can be used quite flexibly with regards to its curve dimension, in order to make larger or shallower supergraphic curves as required by the desired layout.

Furthermore, the kind of photography they opt for is usually comprised of dynamic youngsters, engaged in exciting activities, or simply what youngsters love to be

occupied with - lots of fun and laughter, or even daydreaming and basking in pleasant memoirs. Thus all in all, Airtel looks to express passion, energy, and a can-do attitude, that goes hand in hand with Airtel’s visual identity – bold, exiting and dynamic.



Figure 5.1: Airtel Print Ad on Billboards and in Newspapers and Magazines showing horizontal orientation of red Swoosh, displaying the text elements and the locked vertical Airtel Wave and Logo on it

### 5.1.2 Client Brief

As an intern, however, I had other tasks to do as well. My supervisor, Taifur Masbah, showed me an email that was sent from Airtel to the Airtel client servicing team, The client wanted to send out two ‘e-flyers’, one to all its employees and another to all the buzzers, followers and well wishers who had attended the weekend Valentine’s Day fiesta, called the *carnival of love* – an event activated and executed by Asiatic Events.

The client wanted to share his gratitude with everyone for completing a weekend long program with success, over two sets of e-flyers, one with a formal tone to it, to go into the inboxes of all the Airtel employees, and one with a rather informal tone, to go onto the Facebook fan page of Airtel Buzz, as a buzz post. He had attached a number of photos which were taken throughout the carnival and wanted us to make use of those in the e-flyer. So my supervisor, having knowledge of my field of education, instructed me to write an email on his behalf to the Airtel creative and design team, and brief them on what our client had asked for. My brief was like this

**Dear team,**

This mail has several attachments of photos taken on the day of Carnival of Love, held on the 13th and 14th of February, as we are already aware of. Now, our client wants to **convey his gratitude to all those who participated and made the event a success, mainly addressing the Airtel employees and Airtel buzzers.**

For this we need to create an E-flyer and a buzz post for all the addressees where these pictures (see attachments) will be used in the form of a collage along with a copy, thanking them all.

Please be noted that the copy for the e-flyer should have a formal tone to it as opposed to the copy for our buzz posts, which is our usual approach towards the buzzers.

We will need to deliver **these** by the end of the day today or even earlier if possible.

Raisa will be leading.

Thank you!

Regards,

Masbah

Following this brief, I went over to the Creative Department to look over the proceedings of this task to see how they carry it out. At first I sat with the copywriter who wrote a body copy that read exactly as is shown below:

an incredible day filled with love, laughs and joy...  
smashing event, exquisite food and a hilarious movie premiere! *carnival of love* was all of these things and more. congratulations to all the members of the airtel family, buzzers and well wishers for making *carnival of love* such a grand success!

From this copy, the word “buzzers” was deleted to be sent to the Airtel employees and then the same copy was used for the buzz post after removing the phrase “members of the Airtel family”. Both the copies were then pasted on to the E-flyer layout that was prepared by the design team, separately, using the pictures that were attached with the email. After all was set and done, both were emailed to the client for feedback. When the feedback arrived, the e-flyer was ready to be mailed to all the Airtel employees. This was taken care of by the client himself, and the buzz post was forwarded to the Digital Communications wing and posted immediately.

One must have noticed the consistency of the usage of small lettered words even at the beginning of every sentence. It is because the Airtel Look Book gives clear instructions to maintain small case letters throughout in order to show humility and equality among all.

### **5.1.3 Photo Shoot**

AMCL was assigned to take a trip down to Bangladesh Krira Shiksha Protishthan (BKSP), Savar, to do a photo-shoot for the upcoming ICC Cricket World Cup TWENTY20 and for the Airtel Rising Stars. The Airtel Rising Stars are the top 12 football players from Bangladesh, under the age of 16, who have been selected to go to

England, based on their skills and performance, to play under the wings of the English Premier League football team, Manchester United. This was specifically named ARS shoot.

At first, my supervisor shared a PowerPoint presentation with me, where the client, Airtel, had sent a number of pictures of the team ManUtd. and had requested that the photo-shoot for the top 12 footballers from Bangladesh to resemble those pictures.

Then she explained to me their plan of action which is illustrated in the diagram

below.

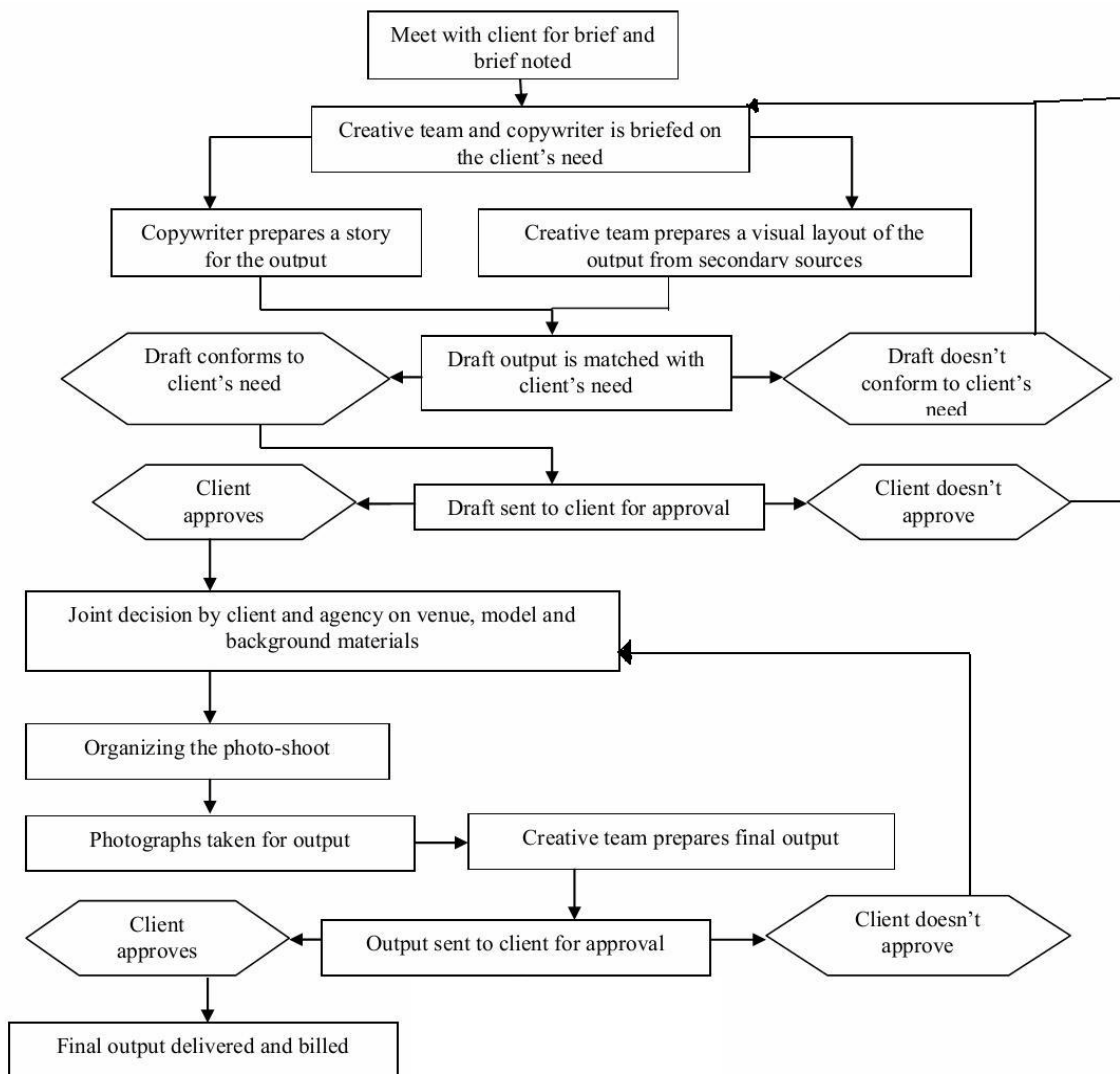


Figure 5.2: Flow-chart representing the ARS Shoot plan of action, adhering to company protocol

In order to prepare a visual layout of the output from a secondary source I had to search for images on Google or anywhere on the web, of people, especially youngsters celebrating and cheering for their favorite sports team. These pictures were to be used as a point of reference when taking pictures for the ICC world Cup Promotion ad. Thus, I gathered a number of pictures of people celebrating in football stadiums, cricket stadiums, basket ball courts with the help of online image search machine. I also had to carefully consider the props being used in those photos, or if they exhibited anything that is particular to teenagers or youngsters only; e.g. body painting, crazy hairdos and the likes, so as to come up with similar ideas for our photo shoots. After submission of those pictures to my supervisor, they were sent back to the client for feedback. The client's feedback was prompt and precise, and we locked six different types of photos that we were going to follow during the shoot.

The client had already given us a supply of all the Airtel sponsored jerseys, football boots, banners and a large spread of white cloth, but I was sent to the marketplace to gather other props; procurement of props, as they call it. Accordingly, I headed towards the numerous shops in Gulshan 1, and collected a couple of colourful Afro-wigs, I collected six Bangladesh cricket sun caps, six Bangladesh cricket jerseys, three different sizes and two of each size, cricket stumps, a cricket ball, cricket gloves, and shopped for a couple of trendy tops to wear, for both boys and girls. The troubling part was, the team had instructed me to get a Bangladesh Flag of 5'x3' measurement, but there was no flag available at this time of the year. Mostly they are always available in December, the month of our Victory day. The only ones I did find were 10feet long, and that would have been too big for the purpose and more costly. So I had to work my

brains, and get down to the scratches. I went into the fabric shops and shopped individually for a length of bottle green and red cloths. Then I searched for scrap tailors, who do scrap stitching or small tasks instantly. Unfortunately, there were none. So I just asked one of the regular tailors down the strip of fabric shops to do the favor of making the Bangladesh flag for me, in front of me, within the next hour. He was happy to serve, but of course with a tiny bit of monetary favour from me. At the end of the day, everything gathered was well within the budget, and ready to go for shoot the next day.

There were six amateur models who brought their own colorful costumes for the shoot; three male and three female models, and I was given the responsibility to sort out their costumes and make up and supervise them throughout the shoot. We started off 9:20am, 20 minutes behind schedule, but apparently this was not a bad way to start. We went to the BKSP campus and there were already a couple of Airtel banners put up for the ARS photo-shoot. Upon reaching, I selected the costumes for the models and prepared them for the makeup session, for which we had hired professional makeup artists. One by one they all got ready and in the meantime the photographer took still shots of cricket props, like the wickets, and a red ball lying on the grass, near the cricket boundary rope. By the time this was done, the models were ready for their shot. They were all aligned in sitting positions, with the excitement of the tournament in their faces and in their fists (Refer to Figure 5.3). Their positions were changed and rearranged several times, involving and excluding props. There was another shot particularly taken with everyone looking into a Samsung widescreen Smartphone, pretending to watch the matches in the phone itself and another one to take 'selfies' as a group. This was done to show Samsung as a sponsor for the T20 event.



When this was done, the top 12 boys were ready wearing their Airtel jerseys and football boots, also sponsored by Airtel. Their shots were taken according to the client's brief. Thus, the day went on and we finished everything, including lunch at the BKSP campus, by 4:30pm – 30 minutes ahead of schedule, all was done before the sun went down.

The models were dropped off at their preferred locations and we, the people from Aiatic, came back to the office to get the rest of the work done. The photos were downloaded, selected and sent to the client. The client chose the ones to be used, and they were forwarded to the creative team, along with a brief from my supervisor who handled the matter himself. By the end of the week, the ICC World Cup output was released as a buzz post, and the Airtel Rising Stars photo shoot was still ongoing.



Figure 5.3: ICC World Cup promotional campaign showing vertical orientation of red Swoosh, holding text elements and the locked horizontal Airtel Wave and Logo

#### 5.1.4 Communicating with the Airtel Creative Team

The usual routine is also very exciting at AMCL, the office is always bustling like ever before. I was sent a couple of times to the creative design team to deliver orders from the client to produce outputs for the next day's press releases. I followed the same

protocol of taking printouts of the press releases from the creative designer to the copywriter to get it checked for errors, and once it was all done, I went back to the designer to produce the final output with the necessary corrections.

Sometimes I had to step out of the office premises to accompany my supervisors in their field work, but at other times, the employees mostly have to communicate with the people from other departments within the office to get a job done.

## **5.2 LUX and Sunsilk**

Being one of the largest marketing communications group in the country, AMCL also extends its reach beyond telemarketing companies and dives into the basic household support system as well. The next account that I served for is not only an account but a team of two of the most loyal clients of Asiatic, merged together - LUX and Sunsilk; the two brands familiar to just about anybody from any socioeconomic background in this subcontinent.

Under the guidance of my new supervisor, Ms. Tazrin Tamanna Oishy, who works under the direct instruction of the Director of Strategic Planning, I learnt a great deal about executive work. From sending out raw footage cassettes in couriers to audio visual editors and making formal calls to celebrities; inviting them to the Unilever 50<sup>th</sup> year celebration; doing research work for Unilever CSR activities; relaying instructions to the creative team and even preparing bills for the highly paid screen artists – I was exposed to it all.

### **5.2.1 Focused Group Discussion**

A Focused Group Discussion, or an FGD, is essentially a small group discussion about a certain topic. The discussion is usually guided by a trained moderator. I was

invited to one such discussion where a group of people from various organizations were gathered to talk about the advantages and disadvantages of online shopping, and to figure out the importance and effectiveness of choosing the right name for the online shopping website. Basically, Asiatic was considering a re-branding for the online shop it already had under its 360° umbrella. The website was originally called Cellbazaar.com. The FGD was a simple 90-minute session where everyone gave their own inputs and opinions about online shopping, what are the benefits of online shopping, what experiences they had, and what they are hoping to find in the future; some supported the concept and others were against it or indifferent. Asiatic ensured arranging a group of non-biased participants from various kinds of institutions to join the discussion; there were people from renowned companies, two students from different universities, a government worker, a social worker and a stay-at-home mother. All in all, there were twelve of us carrying on the discussion. The main concerns of the discussion were to address the degree of effectiveness of such a venture, peoples' opinions about online marketing and lastly, the type of name to be used for such a website. There were a list of many prospective names from which we were to choose our favorite and back our choices with reasoning. We were also asked to choose our least favorite and say why we thought it would be inappropriate.

The FGD helped me understand the many important aspects to consider before setting up an online shopping site. These aspects are often overlooked by our conscious minds when we are actually engaging in online shopping activities by ourselves. It was astonishing to see and discover the many connotations entailed after every possible name that was suggested as suitable names for a website.



Figure 5.4: A list of potential illustrations for a choice of an online shop's title name

After going through various processes that needed to be dealt with before finally deciding on an image, Cellbazaar.com was re-branded to Ekhanei.com, and is already up and running.

### 5.2.2 LUX Channel I Super Star 2014

The month of March ended with great ordeal. Asiatic was in charge of bringing out the most happening beauty pageant of Bangladesh, *Lux channel-I superstar*, also referred to as LCSS, which first started in the year 2005. They were just starting out on their new project for this year's season. *Lux channel-I superstar* is an immensely glamorous event which was one of the first of its kind in Bangladesh because it was the first beauty pageant competition here. Although Asiatic Events (AEML) has been organizing this massively influential ATL event since 2005 till date, AMCL has been standing in front of it all, building its persona and publicizing its brand name all over the country. Most importantly, AMCL was in charge of preparing the look of LCSS 2014.

With the busy weeks huddling over, I seized many opportunities to attend meetings and discussions regarding LCSS 2014. These meetings were usually very perky

and mostly had an informal tone to them. Yet, the persons engaged in discussions, although very friendly, maintained a very professional attitude towards work and the topic of discussion. We went to the Radio Shadhin FM 92.4 office in the same building, to meet the Radio Jockey and music editor, Victor. We followed Victor into his studio, it was very exciting to see the inside of a recording studio, with low ceilings, narrow passage ways and raised floors, a perfect depiction of superb sound proofing, Victor was editing the opening and theme sound tracks for LCSS 2014. He had certain complaints about the quality and audio formats of the songs that were given to him. He informed my supervisor that the MP3 tracks that were given to him will further deteriorate in sound quality and taste. If he had to work on the current tracks, he needed WAV (Waveform Audio File Format) files. Even though he could compress/convert the MP3 tracks using a converter software, he insisted that we bring him the original WAV files as there would be a vast difference in the quality of the output. To make matters worse, my supervisor disclosed certain grave shortcomings on the part of the storage team that had lost all the WAV files for this project. This meant, in order to get the WAV files back in hand, Asiatic would have to hire those singers again and then record the same songs yet again. The opportunity cost for such a venture would be massive. My job was to take notes during the meeting and accompany my supervisor as she delivered this message to our boss. While at it, the reality of such big and seemingly flawless media entertainment business became more and more clear to me. I realized that even though all the glitter and glamour on TV looks as if the whole operation behind all its successful programs must be very fluid and easy, there maybe a lot of errors and unforeseen inconsistencies that we can hardly ever spot from in front of the screen.

### 5.2.3 Gathering Resources from Archives, Internet and Library

Since Asiatic had taken on the project to begin the next season of the most popular beauty pageant of Bangladesh, *Lux channel-i Superstar 2014*, things started to get very hectic in the office for the LUX team. My supervisor called me for meetings and I was assigned to sort out all the CDs ever made of every episode of every season right from the beginning. i.e. from 2005 till 2012. They needed photographs from all the seasons that had come out so far. The categories were specified to me as follows:

- Winners/Winning moments ●Crowning moments ● Gala Rounds ● Ramp shows
- Photo shoots ● Make-over ● On-task shoots ● Behind the scenes ● Training/Camping
- Audition



Source: Archive

**Figure 5.5: Compilation of various photos from all the seasons of *Lux Channel I Super Star* for the AV production of the 2014 season**

They wanted all the photographs sorted out according to these categories. Collecting the information was a lot easier than going through every CD album and finding only the ones that contained photographs. It took me three days to collect the data, sort them out, set them into categories, compile and submit it to my supervisor.

My supervisor also forwarded me an email with a PowerPoint presentation attached, which had the names of 11 Bangladeshi top models. She wanted me to insert information such as their full names (they are usually only known by one nickname) and their accomplishments, such as the many things they did in life, the many times they appeared on the silver screen, the awards they won, etc. this was strictly a kind of task that demanded online working efficiency. Even though online search engines such as Google can give many desirable results, nothing seems good enough when all you have are one-word names, most of which are not even spelt correctly. Thus, in order to avoid getting confused with the names of the said models, random search results due to spelling inconsistencies and submitting inaccurate information to my supervisor, I maintained regular contact with Ms. Oishy. She pointed towards the cabinet and told me to find a CD that was labeled 'Model Portfolio', hoping I would find more information about these models. I found the CD that contained information on about 20 to 25 models, but to my utter disbelief all of them still had the same one-word names with even more varying spellings! The CD did not contain any information about their achievements, but that only made sense because these portfolios were made when the contestants only started out with *Lux channel-i Superstar*. Luckily they also had their photos in it. Hence, I made use of whatever I could and used the photographs to find out more about them on Google Image Search. There were many other results too, but it was easier to look for the particular models with pictures because I found many links that contained the exact same photos of the models. Once I found out what their names were, in true order and spelling, it was easier to carry on with a regular search in the internet.

While with the LUX and Sunsilk team, I received another script which was essentially the client brief from LCSS, saying how they want their Audio Visual (AV) made. It meant I had to go through all the LCSS CDs again, from 2005 to 2012, and this time I had to fish out the videos that contained the faces of the previous years' winners, starting from their registrations, and if they were spotted even minutely in the waiting lobbies prior to their first audition, all the way to the moment they were crowned as winners and after. They also wanted the collection of all the LUX TVCs ever made with their brand ambassadors, starting from the famous Shubarna Mustafa, Nuton, Shamim Ara Nipa, Shakila Zafar, Bipasha Hayat, Sadia Islam Mou, Shomi Kaiser, Rumana Rashid Ishita, Arifa Parvin Moushumi to the latest LCSS winner Mehzabien Chowdhury.

I also gathered a bunch of all the Anandadhara magazines that Asiatic had borrowed from a library, and according to instructions, marked all the pages that contained anything about LUX Anandadhara Beauty pageant or LUX Photogenic contestants. I had to mark any ads or articles with paper, not pen or stickers, and finally keep colored photocopies of them so that they can be used later.



**Figure 5.6: LUX beauty soap bar advertisements with beautiful and famous celebrities as their brand ambassadors**



## 5.2.4 LUX Book of Beauty and Glamour

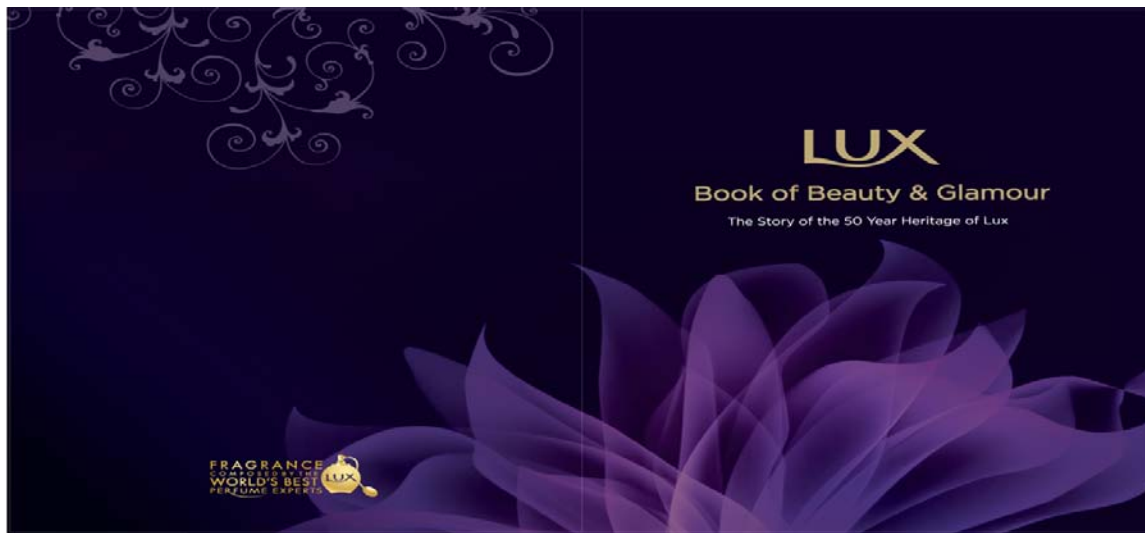


Figure 5.7: LUX Book of Beauty and Glamour

The LUX team was preparing a booklet titled *The Book of Beauty and Glamour* – *All about LUX*, along with a presentation for an AV for LCSS 2014 and they needed photographs from all the seasons that had come out so far. The book of beauty is essentially a product catalogue. The categories for which I had to find pictures were specified to me as follows: ●Winners/Winning moments ●Crowning moments ● Ramp shows ●Photo shoots ● Behind the scenes ● Training/Camping

I was told to collect all the CDs that contained anything to do with LCSS and sort out the ones that had all the still photographs. I had to go through all the CDs, starting from 2005 to 2012 and separate the CDs that contained any photos. I saw lots of pictures of celebrities, caught in the act of something which we never get to see as audiences, some of them were rather embarrassing too. From there, the photographs were divided and put into sub-folders according to the categories. Next, the photographs were sorted and the repeated photographs, the blurry, hazy or the occasional horrible turnouts or embarrassing photographs were discarded in order to narrow down to what the clients

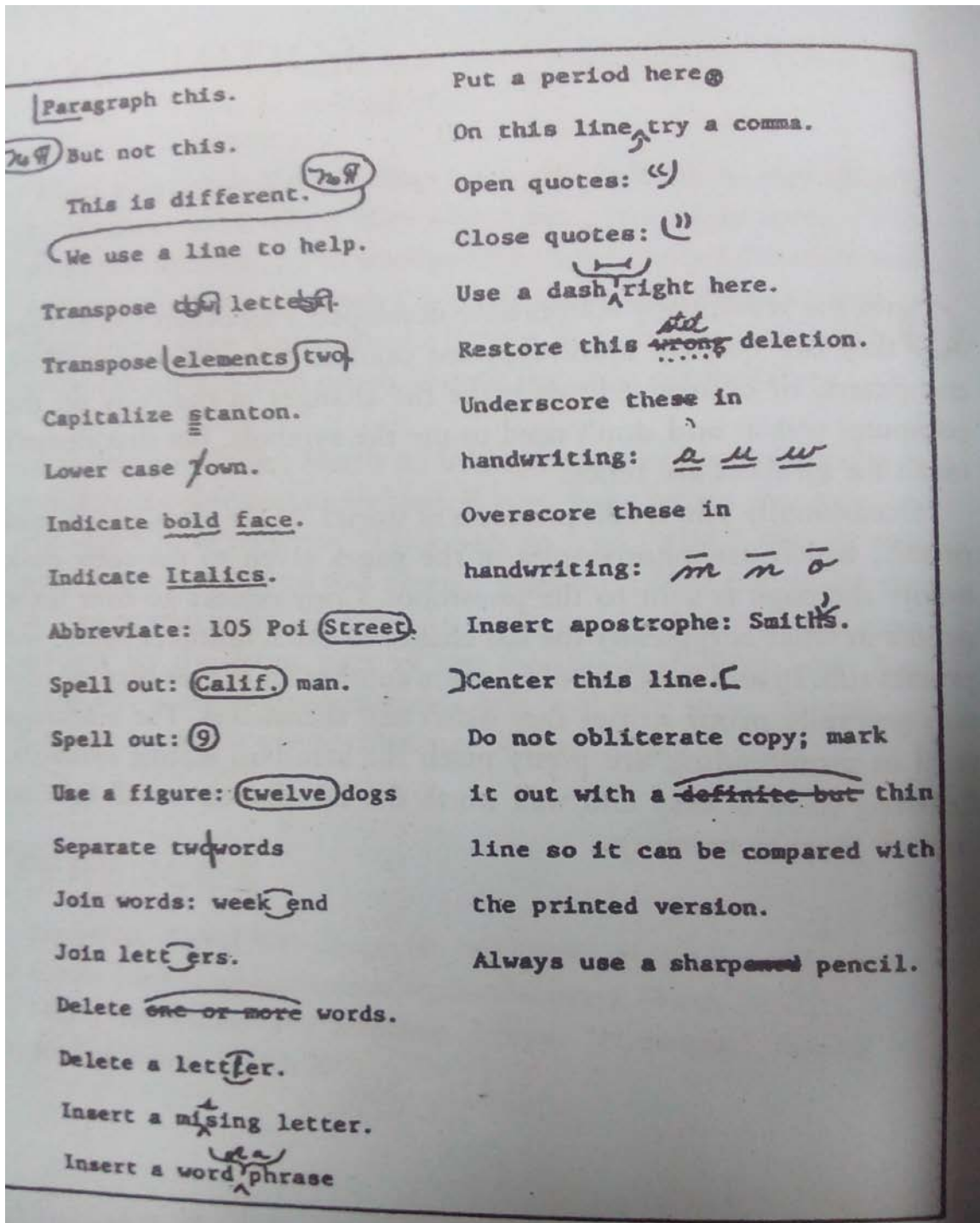
were really looking for. I sorted as much as I could and then submitted the output to my supervisor at the end of two days for her to finish the final sorting.

### **5.2.5 Editing and Copywriting**

During my internship I had the opportunity to do something which I was secretly looking forward to, for the longest time. Our designated copywriter was on a leave and we needed to do a thorough check for the copies prepared for the product catalogue of LUX. My supervisor asked me to do the honors, and I thoroughly checked the texts for corrections. I was really looking forward to this because in my concentration in Media and Cultural Studies, two of the major courses were Editing (ENG401) and Copywriting (ENG404). These courses were, in my opinion, the two most interesting courses that I was always eager to take. There I learnt proofreading, correcting errors, changing the sentence structure, paraphrasing without changing meaning, etc. I also learnt about the suitability of the style and nature of the written content, I knew that I had to take the cultures and the mindset of the target audience into consideration. I learnt producing taglines, slogans and even preparing advertising scripts.

While looking at the digital templates of the LUX catalogue pages, there were many errors, in my opinion, waiting for me to correct. However, I had to remember I was only an intern and whatever changes I made had to be consulted first. I took prints of various pages of the softcopy of the LUX product catalogue, noted down all the errors I spotted, marked them thoroughly using signs and symbols that I was taught in my university editing class, and went to my supervisor with the corresponding corrections. I also made a little insertion of my own for the *LUX Fresh Splash* body copy. She seemed to like what I had in mind and gave me approval to make the necessary corrections. Thus,

through my experience in AMCL, I now have my own contribution to the LUX team as a copywriter as well.



Source: Ron F. Smith and L. O'Connell; "Editing Symbols"; *Editing Today* 0.2 (2004): 246; Print

Figure 5.8: Marks and symbols used to point out errors and make corrections

FRESH SPLASH

Treat your senses and your skin to an invigorating start with LUX Fresh Splash beauty bar. Infused with cooling mint, sea minerals, and fine fragrances composed by the best perfume experts, LUX Fresh Splash is your best-kept skin care secret to energize your skin, transforming it from dull and tired, to sparkling and refreshed. After a night's rest or a long day sweating in the summer heat, take pleasure in the tingling sensations left on your skin, and feel confident as you spread some devilish mischief out in the world.

Available in 100g

My input as an intern

Just a little LUX

Figure 5.9: An image of the LUX Fresh Splash product description from the product catalogue showcasing my creative insertions

### 5.2.6 Communicating with the LUX Creative Team

I was often sent to run some errands and communicate with the creative team. The creative team was designing the new wrapper for LUX Beauty Soap, with the 50 years of UBL logo. The team was also preparing a leaflet for LUX, and it had to prepare and send the clients the images of 3D pack shots for Sunsilk conditioners as well.

I had to keep checking on them to see if they could finish within the given deadline. Everything went smoothly, however there was one difficulty I was faced with when I went to check to see if the wrappers were ready. The designer was a new recruit, so he asked where to put the photocell. A photocell is a little strip of marking (usually



**Figure 5.10: Sunsilk 3D pack shots**

black or any other colour according to the colour design of the wrapper. Refer to figure 5.11) which is the only part of the packaging that interacts with the machine. The machine detects the photocell and sets the alignment of the wrapper. It is essentially used to mark the end of a wrapper where two ends meet to complete the packaging. We all knew that the photocell is usually near a corner of a wrapper, we just did not know, on which corner to put it. I suggested that he check into the ones they had made in the past. I assumed he might have references, but he apologized saying the task of making wrappers for LUX is usually undertaken by someone who was on leave at that time, and he is the one who has a record of these wrappers in his computer. It was unfortunate that he was not present, and none of us were authorized to access his computer to figure out what to do about the photocell. I let him work on the rest of the wrappers. After that, I went out to other people in the creative department, especially the females, to ask if they knew the specifics, but in vain. Of course, it is only obvious that they would not know. It is possible that sometimes we notice the little black strip on a wrapper, but we hardly ever consider which side it is painted on. So I dared to ask my supervisor, but even she kept no such records. Finally, when it seemed like we have tried everything, I put my work to a halt and went out to a pharmacy nearby to buy a pack of LUX Beauty Soap. I left the bar

soap with the designer and asked him to figure it out and get the work done as soon as possible.

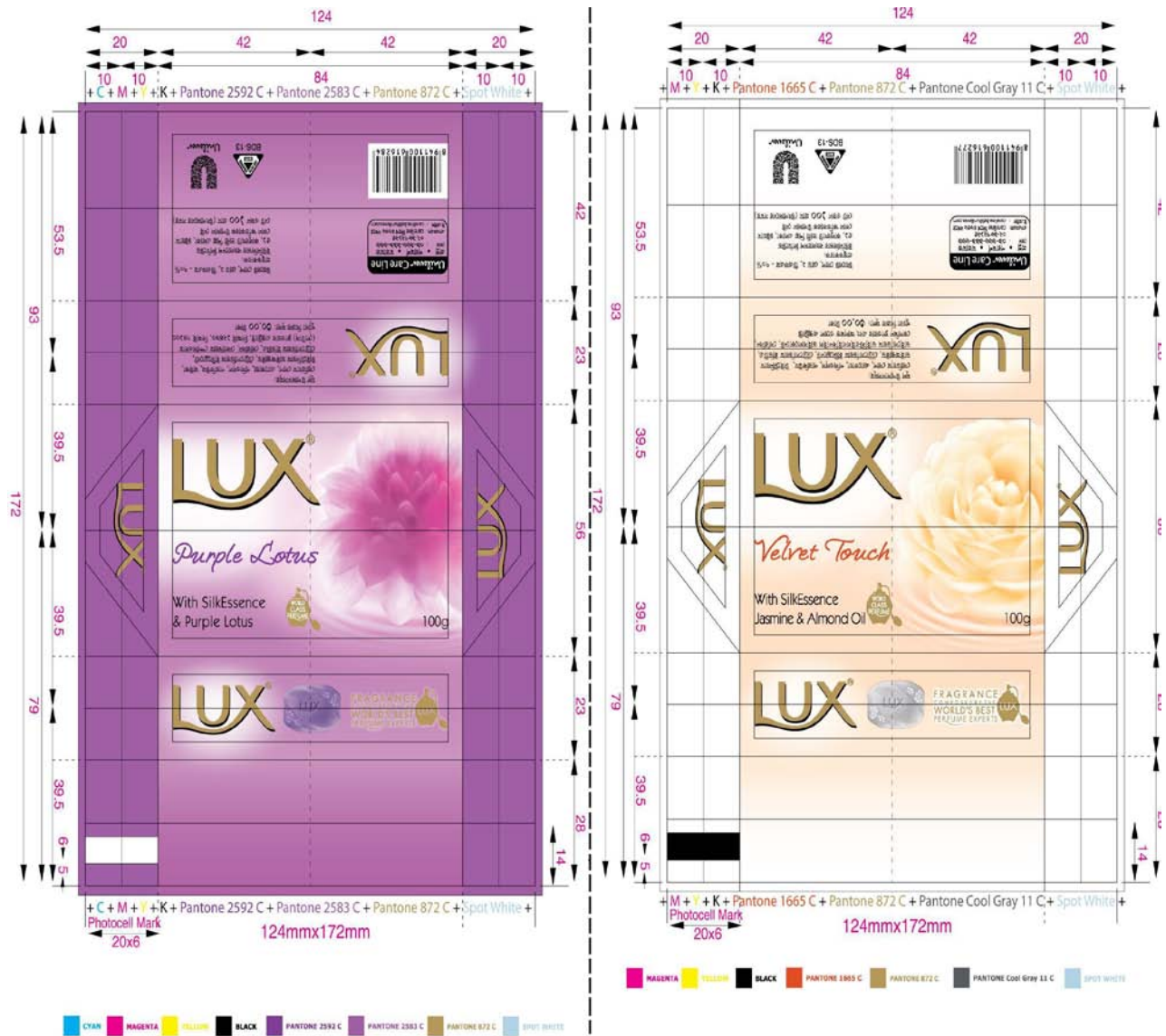


Figure 5.11: Showing measurements of the LUX beauty soap bar wrapper along with their respective photocells

## 6. Personal account

It has been a true privilege to work as an intern in an organization like Asiatic JWT, which is one of the pioneers of advertising in Bangladesh, and even today the agency is a juggernaut of the advertising industry in Bangladesh. Working in such a diverse environment has given me experience that I can carry forward in the future as I develop my career.

### 6.1 Observations

While working at Asiatic I had to work with several brands so that I could develop my brand building knowledge. Being only an intern, I had limited authority over what tasks to take on, especially when it called for decision making. Many a times I would find myself pondering over things that could be attended to differently in order to get better results, such as the way the matter with the photocells was handed, the way the protocols are handled, or assigning the intern to someone who is designated to supervise the interns; someone who would show, work and teach simultaneously, etc. After writing this report I came up with certain issues that I would like to discuss.

At first, I think the structure of the company stands as a very comfortable and somewhat malleable line of authority. There are some definite advantages of such flexible organization structure. Those are:

- Employees are able to perform at their level of comfort and their contributions in other departments are appreciated. Therefore, the company performs better with the flexibility in the structure than it would have with a rigid structure.
- Highly motivated employees
- Easy for newcomers to mingle and get adjusted to the company

- Friendly environment enables greater communication between all the employees which helps in better generation of ideas and improvisation which improves overall service

However, such structural integration also has its downsides. They are:

- Flexibility might induce lack of productivity through indiscipline
- Lack of clarity in the path to career growth as a result of being stapled to permanent designations, even though employees contribute in more fields in order to exercise their own creative diversity.
- May lead to lack of discipline and in turn may hamper overall work flow
- Numerous projects come by frequently, so some of them may even be neglected or prioritized over others in terms of the quality of the output.

Next, in terms of operation, the obvious advantages of following the protocols in this system are:

- Very flexible and adaptable to any scenario
- Any resources can be mobilized into any other function whenever required
- Better activation planning and execution

On the contrary however, the downsides are:

- Job roles are vague which might create job conflict and employee conflict
- Too many responsibilities on too many people create communication haywire
- Consequent to the communication disruption, the workflow also gets disrupted

On the other hand, what I have noticed is that Asiatic tries to focus on its employees' personal needs. Be it team discussions, strategic planning or simply allowing space for



recreation, employees feel from the heart that every individual is valued for their individuality and their input is important for the company.

## **6.2 Recommendations**

The problems that I identified earlier can definitely be resolved and in support of this statement, I would like to express my thoughts that I think are suitable for Asiatic. The following are some recommendations that Asiatic can take under consideration to improve the current scenario of the organization:

- The employees should submit some sort of document to their reporting person-in-charge about the tasks completed and the tasks waiting in the lists.
- While getting the brief of the work asked for by the clients, employees from the creative department should also be present in the meeting to have an understanding of the desired output, discuss feasibility of the project, and to come up with better quality and innovative ideas and services.
- Research should be conducted by the employees from both the account management department and the creative department in order to learn more about the client's behavior.
- As Asiatic is an internationally recognized agency, they can host workshops where skills required to work in multinationals can be discussed. Multicultural personnel can be invited so that people can exchange the views and bring fresher and better ideas in the creative field more frequently.
- Better relationship can also be built by organizing social events where the top management as well the contact persons of each brand will be present. This sort

of social business gatherings should result in healthier relationships between both the parties and among the organization.

- The workload should not be minimized but optimized; accepting too many projects at once can result in a lack of efficiency on the employees' part. Employees should only be allowed to take on as much work as they can deliver efficiently. This could be maintained by evaluating employee performances based on the standard of the work they produce.
- Employees must also know the ways of stress management. Routine workshops should be conducted in this regard which should also help improve company efficiency.
- The Digital infrastructure in Bangladesh is still in its infancy stage and its penetration is low. The estimated proportion of Tech-savvy people is even lower. The concept of e-shopping is still alien to many of the consumers in the country. Asiatic should work on projects that pay attention to these infrastructures and thereby contribute to help raise our standard of living.
- The company could try spending some thoughts over its CSR (Corporate Social Responsibility) activities. Most advertisement agencies are not known for their CSR activities, but I believe, it would be a good investment, because it is always an advantage for a company to weigh heavier on its philanthropic side. In turn, they would also gain better acceptance from the public.
- Financial benefits and compensation plans should be revised and improved annually.

- Another fact I would like to shed light upon is the ‘peoning’ of interns. Although it seemed negligible in this company as opposed to the rumors of many others, it is always wiser to engage the young minds in productive activities that are coherent to the company’s production.

I believe, by paying heed to the above mentioned points, the management of Asiatic will definitely get better results. As for me, interning at Asiatic has definitely pushed up my bar of experience and knowledge by many levels.

## 7. Conclusion

Over the years, brand promotional strategies and advertising techniques have changed drastically; mostly to cope with the changes in how consumers view and perceive things and to stand out in the clutter of today's advertising efforts. Future brands will evolve from complex interactions amongst consumers, culture and technology. These brands, in my opinion, will go beyond corporate designed experiences to emphasize individual control and the fulfillment of personal values and aspirations; the illusion of being 'strictly commercial' will be erased and a new illusion of 'just right for me' will be created and established.

Marketers and creative agencies are increasingly moving away from the generic advertising methods which mostly included TVCs and RDCs, activations and in case of Bangladesh, a lot of billboards. While companies are realizing the importance of differentiating not only in terms of their product USPs (Unique Sales Proposal/Unique Selling Point), but also in how they present and promote it to the consumers. It is actually the creative agencies that truly believe in the continual change of the advertising era. Advertising agencies know that they will continually need to find and create innovative new approaches to respond to major industry shifts underway. It is one of their crucial responsibilities to make their clients see clearly and understand why only TVCs and billboards can no longer attract and retain consumer attraction these days. The branding strategies of going beyond the regular theme of serving the clients according to their plans - this may be the next business model for the industry, not just locally but may also reach out to international practices.

Due to greater pressure and competition in the marketing world of Bangladesh, advertising agencies have become more and more important over the last 10 years. This was further bolstered by the accreditation from the foreign advertising agencies such as JWT and Ogilvy and Mathar. Thus the advertising agencies in Bangladesh have grown further and stronger and will become more significant as the market environment becomes more and more competitive as days go by. Increasingly empowered consumers, more self-reliant advertisers and ever-evolving technologies are redefining how advertising is sold, created, consumed and tracked. In my opinion, the next five years will hold more change for the advertising industry than the previous 50 did. This should result from the apparent exponential rise in the understanding of consumer psychology, improving BTL interactions and technological breakthroughs; it is therefore worth mentioning that technological breakthroughs worldwide are a major component to be considered for ATL advertising.

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8 April 2014

**REQUEST FOR PROPOSAL (RFP)**  
**RFP No. UNFPA/BGD/14/RFP-02**

**CHAMPAIGN TO END OBSTETRIC FISTULA**

1. UNFPA, United Nations Population Fund, an international development agency, is seeking qualified offers for the above-mentioned services. Your company is kindly invited to submit your best technical and financial offer for the requested services. Your bid could form the basis for a contract between your firm/institution and the UNFPA.
2. UNFPA posts all bids notices and clarifications in [www.ungm.org](http://www.ungm.org).
3. To enable you to submit a bid, please read the following attached documents carefully:

• Instructions to Bidders	Annex I
• Terms of Reference (ToR)	Annex II
• Bid Submission Form	Annex III
• Bidders Identification Form	Annex IV
• Format of Bidder's Previous Experience and Clients	Annex V
• Technical Bid	Annex VI
• Price Schedule Form	Annex VII
• UNFPA General Terms and Conditions	Annex VIII
4. The technical bid containing the technical information shall be submitted separately from the financial bid.
5. The bid shall reach at UNFPA's reception, IDB Bhaban (15th Floor), E/8 A Rokeya Sharani, Sher-e-bangla Nagar, Dhaka 1207 no later than **7 May 2014 at 12:30 hrs. (Bangladesh time)**. The bid shall be opened on 8 May 2014, 11:00 hrs. (Bangladesh time) at the office of UNFPA, Bangladesh.
6. Bids received after the stipulated date and time shall not be accepted under any circumstances.
7. Bidders shall acknowledge receipt of this RFP by email to Mr. Debashish Chowdhury, Procurement Officer (email: [debashish@unfpa.org](mailto:debashish@unfpa.org)) no later than 15 April 2014 at 14:00 hrs. (Bangladesh time) and indicate whether or not a bid shall be submitted. The acknowledgement shall provide company name, telephone number and contact person.
8. Any questions relating to the attached documents shall be addressed in writing following the instructions included in Annex I-Instructions to Bidders. Do not submit your bid to the contact there indicated, or your bid will be disqualified.
9. This letter is not to be construed in any way as an offer to contract with your firm/institution.

Yours sincerely,

Mohammad Zakir Hossain  
Operations Manager a.i.  
UNFPA Bangladesh

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## ANNEX I - INSTRUCTIONS TO BIDDERS

### A. Introduction

#### 1. General

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services, and have a valid registration in the country, or through an authorized representative.

Bidders should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Bidders may not be on any United Nations and/or World Bank suspended or banned vendors list.

#### 2. Cost of Bid

The bidder shall bear all costs including any related travel associated with the preparation and submission of the bid, nor can it be included as a direct cost of the assignment. UNFPA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

#### 3. UNFPA Bid Document

This RFP document is posted at the United Nations Global Marketplace (UNGM) in [www.ungm.org](http://www.ungm.org). Bidders are expected to examine all instructions, forms, specifications, terms and conditions contained in the bid solicitation documents issued by UNFPA. Failure to comply with these documents shall be at the bidder's risk and may affect the evaluation of the bids.

#### 4. Clarifications of Solicitation Document

A prospective bidder requiring any clarification on the RFP may notify Mr. Debashish Chowdhury, Procurement Officer (email: [debashish@unfpa.org](mailto:debashish@unfpa.org)), in writing no later than 22 April 2014 at 14:00 hrs. (Bangladesh time). UNFPA shall respond to any request for clarification received and send it to all bidders, including an explanation of the query but without identifying the source of enquiry.

#### 5. Amendments of UNFPA Bid Solicitation Document

At any time prior to the deadline for submission of proposals, UNFPA may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders that have received the bidding documents shall periodically check if amendments have been posted to the bidding documents in UNGM. In order to give prospective bidders reasonable time to take the amendments into account in preparing their bids, UNFPA, may at its discretion, extend the deadline for the submission of bids.

### C. Preparation of bids

#### 6. Language of the Bid

The bid prepared by the bidder and all correspondence and documents relating to the Bid shall be written in English.



## **7. Bid Currency and Prices**

All prices shall be quoted in Bangladeshi Taka (BDT) or any other convertible currency. The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods or services it proposes to supply under the contract.

## **8. Conversion to Single Currency**

To facilitate evaluation and comparison, the buyer will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to BDT at the official UN exchange rate on the last day for submission of bids.

## **9. Validity of Bid**

The prices of the bid shall be valid for 90 days after the closing date of bid submission as specified by UNFPA. A proposal valid for a shorter period will be rejected by UNFPA as non-responsive. UNFPA may solicit the bidder's consent for an extension of the period of validity under exceptional circumstances.

## **D. Submission of Bids**

### **10. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents**

The documentary evidence of conformity of the goods and services to the bidding documents may include the following documentation, to be completed and returned in the electronic formats specified, submitted on CD or flash drive (memory stick).

Failure to furnish all the information required for submission of a bid which does not substantially respond to the UNFPA bid document in every respect shall be at the bidder's risk and may result in a rejection of the bid.

A bid shall consist of two parts: the technical and the financial bid. The technical bid containing the technical specifications for services and the financial bid containing price information shall be submitted separately in two different envelopes.

#### **10.1. Technical Bid**

For UNFPA's acceptance of the bid, the bidder should furnish documentary evidence of:

- a. Completed and signed Bid Submission Form (according to Annex III, word document)
- b. Completed Bidders Identification Form (according to Annex IV, word document)
- c. Copy of last audited financial statements, if possible
- d. Bidder's previous experience and clients (according to Annex V, word document)
- e. Technical bid, including documentation to demonstrate that the bidder meets all requirements. The technical bid should be concisely presented and structured to include but not necessarily be limited to the information listed in Annex VI.

#### **10.2. Financial Bid**

Please complete the Price Schedule Form (Annex VII in Excel format). Your separate financial bid must contain a quotation in a single currency, itemizing all services to be provided.

Please consider the following information when completing the Price Schedule Form:

- The Price Schedule must provide a detailed cost breakdown, as shown in Annex VII. Provide separate figures for each of the steps for each item.
- UNFPA anticipates awarding the project on a fixed price basis.
- Submit this financial bid in a separate envelope from the rest of the RFP technical bid.



## 11. Partial Bids

Partial bids are **not allowed** under this RFP.

## 12. Sealing and Marking of Bids

For submitting the technical bid and financial bid in **two different envelopes**:

The Technical bid and financial bid should be in **separate envelopes**. The Technical bid should have 3 (three) sets and the financial bid should have 2 (two) sets. Therefore, your original bid shall be prepared and marked as “original” and the other marked as “copy”. In the event of a discrepancy between them, the original shall govern

The **Outer Envelope** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)  
IDB Bhaban (15<sup>th</sup> Floor), E/8-A Rokeya Sharani  
Sher-e-Bangla Nagar, Dhaka 1207, Bangladesh

***RFP UNFPA/BGD/14/RFP-02***

*Attention: Mr. Debashish Chowdhury, Procurement Officer*

**“OPEN BY AUTHORISED UNFPA PERSONNEL”**

The **Inner Envelopes** must be clearly marked with the following information:

UNITED NATIONS POPULATION FUND (UNFPA)  
IDB Bhaban (15<sup>th</sup> Floor), E/8-A Rokeya Sharani  
Sher-e-Bangla Nagar, Dhaka 1207, Bangladesh

*Submission 1 of 2: RFP UNFPA/BGD/14/RFP-02*

*Company name,  
Technical Bid*

UNITED NATIONS POPULATION FUND (UNFPA)  
IDB Bhaban (15<sup>th</sup> Floor), E/8-A Rokeya Sharani  
Sher-e-Bangla Nagar, Dhaka 1207, Bangladesh

*Submission 2 of 2: RFP UNFPA/BGD/14/RFP-02*

*Company name,  
Financial Bid*

If the outer envelope is not securely closed and marked as required, UNFPA shall assume no responsibility for the bid’s misplacement or premature opening.



### **13. Deadline for Submission of Bid and Late Bids**

Bids must be delivered to the office on or before the date and time specified in this RFP.

UNFPA may, under special and exceptional circumstances, extend this deadline for the submission of the bids and such changes shall be notified on UNGM before the expiration of the original period.

Any proposal received by UNFPA after the deadline for submission of bids shall be rejected. UNFPA shall not be legally responsible for bids that arrive late due to the bidder's problems with the courier company.

### **14. Modification and Withdrawal of Bids**

The bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNFPA prior to the deadline for submission. No bid may be modified after passing of the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity.

### **15. Storage of Bids**

Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in the UNFPA's bid solicitation document.

## **E. Bid Opening and Evaluation**

### **16. Bid Opening**

UNFPA shall open all bids in the presence of two witnesses. There shall be separate openings for technical and financial bids. The bidders' names and submitted documents shall be announced at the technical bid opening.

After the technical evaluation has been made, the financial proposals can be opened. During the financial bid opening, the bidders' names and the prices stated in the financial bid shall be announced.

No bids shall be rejected at the bid opening, except for late bids.

### **17. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, UNFPA may ask bidders for clarification of their bids. The request for clarification and the response shall be in writing by UNFPA and no change in price or substance of the proposal shall be sought, offered or permitted.

### **18. Preliminary Examination of Bids**

UNFPA shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are properly signed and whether the proposals are generally in order.

Prior to the detailed evaluation, the Buyer will determine the substantial responsiveness of each bid to the RFP in a preliminary examination. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the RFP without material deviations. The Buyer's determination of a bid's responsiveness is based on the contents of the bid itself without recourse to extrinsic evidence.



subsequently be made responsive by the bidder by correction of the non-conformity.

Arithmetical errors shall 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 Bidder does not accept the correction of errors, its proposal shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.

## **19. Evaluation of Bids**

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical bid being completed prior to any financial bid being opened and compared. The financial bid will be opened only for those bidders whose technical bids reaches **70** points, meeting the requirements for the RFP. The total number of points which a bidder may obtain for technical and financial bids is **100 points**.

### **19.1. Technical Evaluation**

The technical bid is evaluated on the basis of its responsiveness to the Terms of Reference shown in Annex II and the evaluation criteria.

### **19.2. Financial Evaluation**

The financial bid will only be evaluated if the technical bid achieves a minimum of **70** points. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The financial bid is evaluated on the basis of its responsiveness to the Price Schedule Form (Annex VII). The maximum number of points for the price bid is **30**. This maximum number of points will be allocated to the lowest price. All other proposals will receive points in inverse proportion according to the following formula:

$$\text{Points for the Price Bid of a Proposal being evaluated} = \frac{[\text{Maximum number of points for the Price Bid}] \times [\text{Lowest price}]}{[\text{Price of bid being evaluated}]}$$

### **19.3. Total Score**

The total score for each bidder will be the weighted sum of the technical score and financial score. The maximum total score is 100 points.

## **F. Award of Contract and Final Considerations**

### **20. Award of Contract**

UNFPA shall award the contract to the bidder who obtains the highest combined score of the technical and price evaluation.

### **21. Rejection of Bids and Annulments**

UNFPA reserves the right to reject any bid if the bidder has previously failed to perform properly or complete on time in accordance with contracts or if the bidder from UNFPA's perspective is not in a position to perform the contract.

A bid that is rejected by UNFPA may not be made responsive by the bidder by correction of the non-conformity. A responsive bid is defined as one that conforms to all the terms and conditions of the UNFPA's solicitation documents without material deviations. UNFPA shall determine the responsiveness of each bid with the UNFPA's bid solicitation documents.

UNFPA reserves the right to annul the solicitation process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder(s) or any obligation to provide information on the grounds for the buyer's action.



The bidders waive all rights to appeal against the decision made by UNFPA.

## **22. Right to Vary Requirements at Time of Award**

UNFPA 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.

## **23. Signing of the contract**

The buyer shall send the successful bidder the purchase order/contract, which constitutes the Notification of Award. This will also be posted on the UNGM website. The successful bidder shall sign and date the contract, and return it to UNFPA within seven calendar days of receipt of the contract. After receipt of the Purchase Order, the successful bidder shall deliver the services and/or goods in accordance with the delivery schedule outlined in the bid.

## **24. Bid protest**

Suppliers perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract, may complain to the UNFPA Representative in Bangladesh ([amatavel@unfpa.org](mailto:amatavel@unfpa.org)). Should the protestor be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the protestor may contact the Chief of the Procurement Services Branch at [procurement@unfpa.org](mailto:procurement@unfpa.org).

## **25. Payment Provisions**

UNFPA's policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract. UNFPA's policy is not to grant advance payments except in unusual situations where the potential contractor, whether a private firm, NGO or a government or other entity, specifies in the bid that there are special circumstances warranting an advance payment. UNFPA will normally require a bank guarantee or other suitable security arrangement.

Any request for an advance payment is to be justified and documented, and must be submitted with the financial bid. The justification shall explain the need for the advance payment, itemize the amount requested and provide a time schedule for utilization of said amount. Information about your financial status must be submitted, such as audited financial statements at 31 December of the previous year and include this documentation with your financial bid. Further information may be requested by UNFPA at the time of finalizing contract negotiations with the awarded bidder.

## **26. Gifts and hospitality**

UNFPA has adopted a zero tolerance policy on gifts and hospitality. In view of this UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, transportation, and any other forms of benefits. Vendors are therefore requested not to send gifts or offer hospitality to UNFPA personnel



**ANNEX II: Terms of Reference (TOR)**  
(Please see the attached document)



### ANNEX III: Bid Submission Form

To:  
UNFPA Representative  
IDB Bhaban (15th Floor)  
E/8 A Rokeya Sharani  
Sher-e-bangla Nagar, Dhaka 1207

Dear Sir / Madam,

The undersigned, having read the solicitation documents of Request for Proposal UNFPA/BGD/14/RFP-02, hereby offers to provide the services, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

We agree to abide by this bid for a period of 90 days from the date fixed for opening of bid in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept any bid you may receive and that a bidding contract would result only after final negotiations are concluded on the basis of the technical and price bids proposed.

Dated this . . . .day of . . . .[year].

Signature: .....

Name: .....

Title: .....

Company: .....

Email address .....





## ANNEX IV: Bidders Identification Form

RFP UNFPA/BGD/14/RFP-02

1. -----Company/Institution Name:  
\_\_\_\_\_
2. -----Address, Country:  
\_\_\_\_\_
3. Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_
4. Date of establishment: \_\_\_\_\_
5. Name of Legal Representative:  
\_\_\_\_\_
6. Contact Person: \_\_\_\_\_ Email:  
\_\_\_\_\_
7. Type of Company: Natural Person  Co.Ltd.  Other   
\_\_\_\_\_
8. Organizational Type: Manufacturer  Wholesaler  Trader  Other:   
\_\_\_\_\_
9. Number of Staff: \_\_\_\_\_
10. Years supplying to UN organizations: \_\_\_\_\_ and to UNFPA:  
\_\_\_\_\_
11. Subsidiaries in the region:  
Indicate name of subsidiaries and address
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
12. Commercial representative in the country (for international companies only)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ANNEX V: Format of Bidder's Previous Experience and Clients**

No.	Description (1)	Client	Contact person, phone number, email address	Date of service		Contract Amount
				From	To	(Currency)

(1) Bidder shall indicate the description of products, services or works provided to their clients. Please indicate relevant contracts to the one requested in the RFP.

## **ANNEX VI: Technical Bid**

The technical bid should be concisely presented and structured in the following order to include, but not necessarily be limited to the following information listed below.

1. Technical Proposal that demonstrate good understanding of the assignment and its context according to TOR
2. Narrative technical proposal by outlining detailed methodology with work plan, and media Plan,
3. Organization profile including previous work sample and experience of agency in relation with similar activities and campaign on health issue
4. List and background of production team, artists,



## **ANNEX VII: Price Schedule Form**

(Please see attached Excel spreadsheet Annex VII – Price Schedule form.xls)



## ANNEX VIII: UNFPA General Terms and Conditions for Contracts

Contracts for the provision of goods and/or services

### 1. LEGAL STATUS OF THE PARTIES:

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

### 2. SOURCE OF INSTRUCTIONS:

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

### 3. RESPONSIBILITY FOR EMPLOYEES:

To the extent that the Contract involves the provision of any services to UNFPA by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

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

3.2 -- At the option of and in the sole discretion of UNFPA:

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

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

3.2.3 -- in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, UNFPA has reviewed the qualifications of such Contractor's personnel, UNFPA may reasonably refuse to accept any such personnel.

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

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

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

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

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

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

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

3.4 -- Nothing in Articles 3.2 and 3.3, above, shall be construed to create any obligations on the part of UNFPA with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the



Contractor.

#### **4. ASSIGNMENT:**

4.1 -- Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNFPA. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNFPA. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNFPA. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNFPA.

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

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

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

4.2.3 -- the Contractor promptly notifies UNFPA about such assignment or transfer at the earliest opportunity and,

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

#### **5. SUBCONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA 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:**

6.1 -- The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNFPA. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6.2 -- GIFTS AND HOSPITALITY: UNFPA has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality beyond that of a representational nature. UNFPA shall not accept any recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. UNFPA expects its Contractors not to offer any benefit such as free goods or services or a work position or sales opportunity to a UNFPA staff member or a former UNFPA staff member in order to facilitate the suppliers business with UNFPA.

6.3 -- CONFLICT OF INTERESTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or its partner, agent or servant, in relation to the obtaining or to the execution of this or any other contract with the Buyer shall, in addition to any criminal liability, which it may incur, subject the Contractor to cancel this and all other contracts and also to pay for any loss or damage resulting from any such cancellation. The Buyer shall then be entitled to deduct the amount so payable from any money otherwise due to the Contractor under this or any other contract payable under this clause shall be referred to arbitration.

#### **7. PURCHASE OF GOODS**

To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:

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

7.2 -- INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNFPA when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNFPA or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract.

7.3 -- PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements



imposed by applicable law or by the transporters and manufacturers of the goods.

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

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

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

7.5.2 -- If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNFPA with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

7.5.3 -- The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

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

7.5.5 -- The goods are new and unused;

7.5.6 -- All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNFPA in accordance with the Contract;

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

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

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

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

7.7.1-- provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNFPA; or,

7.7.2 -- repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

7.7.3 -- replace the goods with goods of equal or better quality; and,

7.7.4 -- pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNFPA.

In the event that UNFPA elects to return any of the goods for the reasons specified in Article 7.7, above, UNFPA may procure the goods from another source. In addition to any other rights or remedies available to UNFPA under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNFPA shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

7.8 -- **TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the



Contract, title in and to the goods shall pass from the Contractor to UNFPA upon delivery of the goods and their acceptance by UNFPA in accordance with the requirements of the Contract.

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

## 8. ACKNOWLEDGEMENT COPY

8.1 -- The Supplier shall acknowledge receipt and acceptance of UNFPA Purchase Order by:

a. Acknowledgement of receipt of Purchase Order by the Vendor's signing and returning an acknowledgement copy of it to UNFPA buyer (via email, fax or letter) or by timely delivery of the goods as herein specified.

b. When applicable, entering Estimated Time of Departure (ETD) and Estimated Time of Arrival (ETA) into the Order Tracking System Website: <http://shipping.unfpa.dk/supots>

8.2 -- Acceptance of this purchase order shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order, including the general conditions, and agreed attachments, if any (hereinafter collectively referred to as "this contract"). No additional or inconsistent provisions by the Vendor shall bind UNFPA unless agreed to in writing by a duly authorized official of UNFPA.

## 9. PAYMENT

9.1 -- In the case of goods to be delivered to UNFPA in New York, it shall make payment within thirty (30) days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

9.2 -- In the case of goods to be delivered elsewhere, UNFPA shall, unless otherwise specified in this Contract, make payment within thirty (30) days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever (a) or (b) is later.

9.3 -- Unless otherwise authorized by UNFPA, a separate invoice must be submitted in respect of each shipment under this Contract and such Invoice must bear the UNFPA Purchase Order Number in an easily visible place.

9.4 -- UNFPA shall not pay any charges for late payments unless expressly agreed to in writing.

9.5 -- No advance payment shall be made.

## 10. NOTICE OF DELAY

Shall the Contractor encounter delay in the performance of the contract which may be excusable under unavoidable circumstances, the contractor shall notify UNFPA in writing about the causes of any such delays within two (2) weeks from the beginning of the delay.

As soon as practical after receipt of the Contractor's notice of delay, UNFPA shall ascertain the facts and extent of delay, and extend time for performance when in its judgment the facts justify such an extension. UNFPA's findings thereon shall be final and conclusive subject only to the Contractor's right of appeal under the arbitration clause of the contract.

## 11. LIQUIDATED DAMAGES

In case the Vendor fails to perform under the terms and conditions of the Purchase Order or Long Term Agreement, including but not limited to failure of obtaining necessary export licenses or delivering all the goods by the date or dates of delivery, UNFPA shall, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a. Procure all or part of the goods from other sources, and in that event UNFPA may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights UNFPA shall mitigate its damages in good faith;

b. Refuse to accept delivery of all or parts of the services

c. Terminate the Purchase Order or Long Term Agreement;

d. For late delivery of goods or for items which do not meet the agreed specifications and are therefore rejected by UNFPA, Page 18 of 23





UNFPA can claim liquidated damages from the Vendor and deduct 0.5% of the value of the goods pursuant to the Purchase Order per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages shall not relieve the Vendor from any of its other obligations or liabilities pursuant to any current Long Term Agreement or Purchase Order.

## **12. INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, 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 worker'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.

## **13. INSURANCE AND LIABILITY:**

13.1 -- 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.

13.2 -- 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.

13.3 -- 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.

13.4 -- Except for the workmen's compensation insurance, the insurance policies under this Article shall:

13.4.1 -- Name UNFPA as additional insured;

13.4.2 -- Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;

13.4.3 -- Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

13.5 -- The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article 13.

## **14. ENCUMBRANCES AND LIENS:**

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

## **15. EQUIPMENT FURNISHED BY UNFPA TO THE CONTRACTOR:**

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

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

16.1 -- Except as is otherwise expressly provided in writing in the Contract, UNFPA 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 UNFPA under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

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

16.3 -- At the request of UNFPA, 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 UNFPA in compliance with the requirements of the applicable law and of the Contract.

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

#### **17. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA AND/OR THE UNITED NATIONS.**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA and/or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA and/or the United Nations, or any abbreviation of the name of UNFPA and/or the United Nations in connection with its business or otherwise without the written permission of UNFPA.

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

18.1 -- All documents, correspondences, decisions and orders concerning the contract shall be considered as confidential and restricted in nature by the Contractor and he/she shall not divulge or allow access to them by any unauthorized person.

18.2 -- The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

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

19.2 -- If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNFPA shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the UNFPA shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

19.3 -- Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas with harsh conditions where UNFPA is engaged in, preparing to engage in, or disengaging from any operations, any delays or failure to perform such obligations arising from or relating to such harsh conditions, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

#### **20. TERMINATION:**

20.1 -- Either party may terminate 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 23.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

20.2 -- UNFPA reserves the right to terminate without cause this Contract at any time upon forty-five (45) days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

20.4 -- 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, UNFPA 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 UNFPA of the occurrence of any of the above events.

20.5 -- The provisions of this Article 20 are without prejudice to any other rights or remedies of UNFPA under the Contract



or otherwise.

## **21. NON-WAIVER OF RIGHTS:**

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

## **22. NON-EXCLUSIVITY:**

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

## **23. SETTLEMENT OF DISPUTES:**

23.1 -- AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 -- ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by 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. 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.

## **24. PRIVILEGES AND IMMUNITIES:**

Nothing contained in this or any contract shall be deemed a waiver, expressed or implied, of any immunity from suit, judicial process, confiscation, taxation or other immunity which UNFPA may from time to time enjoy, whether pursuant to the Convention on Privileges and Immunities of the United Nations, or other conventions, laws, orders or decrees of international or national character, or otherwise.

## **25. TAX EXEMPTION**

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

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

## **26. OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNFPA; as such obligations are set forth in the United Nations/UNFPA vendor registration procedures.

## **27. MODIFICATIONS**

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 UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.



## **28. AUDITS AND INVESTIGATIONS:**

28.1 -- Each invoice paid by UNFPA shall be subject to a post-payment audit by auditors, whether internal or external, of UNFPA, the United Nations or by other authorized and qualified agents of UNFPA or of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNFPA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNFPA other than in accordance with the terms and conditions of the Contract.

28.2 -- The Contractor acknowledges and agrees that, from time to time, UNFPA and/or the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of UNFPA and/or the United Nations 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA and/or to the United Nations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNFPA and/or by the United Nations hereunder.

## **29. LIMITATION ON ACTIONS:**

29.1 -- Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

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

## **30. CHILD LABOR:**

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. 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 UNFPA and/or the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

## **31. MINES:**

The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol 11 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.

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 UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

## **32. SEXUAL EXPLOITATION:**

32.1 -- The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging 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 these provisions shall entitle UNFPA to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

32.2 -- UNFPA 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.



### **33. ENVIRONMENTAL POLICY**

UNFPA expects its Contractors to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Contractors should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.