

RFP-AFI-2020-038

Request for Proposal

Public Relations Agency for increasing international media outreach and profile on the impact of AFI members' financial inclusion policies as a tool for sustainable development and financial stability

Data	Specific Instructions / Requirements
RFP Issuance Date	28/07/2020
Proposal Submission Deadline	12/08/2020
Notification of Award Decision	August 2020
AFI Contact Details (submitting questions & proposal)	Procurement & Contracts Office E-mail address dedicated for this purpose: RFP2038@afi-global.org

1. Background:

AFI is the world's leading organization on financial inclusion policy and regulation. Roughly 100 member institutions make up the AFI network including central banks, ministries of finance and other financial regulators from 90 developing and emerging countries. AFI works on empowering policymakers to increase access and usage of quality financial services for the underserved through formulation, implementation and global advocacy of sustainable and inclusive policies.

AFI engaged PR agency from January to June to amplify impact, activities and solutions developed and implemented by AFI members through variety of financial inclusion policies. Targeting major international media, aimed at positioning the organization as a global thought leader AFI was published by Devex, Reuters (picked up by 21 media outlets in and Asia), Washington Post, as well as the Economist Intelligence Unit. Topics included COVID-19 Policy Response and inclusive green finance.

2. Objective:

AFI is looking to engage a select PR Agency to increase its international media profile, with special focus on impact made by AFI members through development and implementation financial inclusion policies and gains made over the past years around the world. Improved media outreach would result in more strategic and solid relationships not just with the media but also with current and potential partners and donors, as well as other players in financial inclusion international arena.

3. Scope of Work and Deliverables:

AFI is looking to continue working with the PR Agency to further elevate the work and impacts made by its members in using financial inclusion policies as a tool for sustainable development and financial stability and growth, but also as an immediate response to and recovery from COVID-19 pandemic. Policies covered will vary from gender inclusive finance to inclusive green finance, COVID-19 Policy Response,

Equally important, the contracted PR Agency should also focus on providing opportunities for global thought leadership for AFI's Executive Director and AFI media placement in top and second tier international media including:

First-tier: The Guardian; Wall Street Journal; New York Times; Financial Times; Deutsche Welle; Deutsche Presse; Bloomberg; Associated Press; The Economist; Reuters; BBC; CNN; Time; Forbes; Devex.

Second-tier: USA Today; Washington Post; MSNBC; Voice of America; NPR; Global Finance; CNBC; Fortune; Fox Business News; US News and World Report; Huff Post; Living on Earth PRI; Inside Climate News; San Francisco Chronicle; Boston Globe.

The PR Agency should help AFI build its media profile and transform into widely known thought leader in financial inclusion through variety of activities. The Agency should develop

long term PR campaign and action plan for the next 12 to 16 months that will increase the media outreach, thought leadership and overall influence of the organization and its members which will include, but not limited to:

- Organizing interviews for AFI leadership with first- and second tier international media.
- Pitching AFI's work on its various financial inclusion policies and thematic areas to first- and second-tier international media.
- Pitching AFI stories on its various financial inclusion policies and thematic areas to first- and second-tier international media.
- Providing a set of recommendation on thought leadership opportunities to AFI Executive Director and AFI leaders
- If required, work with different vendors hired by AFI to develop content which could further drive AFI's performance and influence in international media.

By raising profile of the organization, its members and their work in resolving consequences caused by the pandemic, target groups that AFI is trying to reach with international media presence include:

- Financial inclusion global leading organizations.
- International development agencies (IMF, WB, UN agencies).
- Financial regulators and policy makers from developing and developed world including governors, top-level leadership.
- Academia

4.Scope of Work:

The first part of the contract would cover last quarter of 2020 (Sept - Dec), and will build into a long term contract and engagement for the organization from January 2021.

Initial Milestones

- I. Develop a long term PR Campaign and Activity Plan to raise awareness on the impact made by variety of financial inclusion policies developed and implemented by AFI members around the world
- II. Organize at least four interviews for AFI leadership with first- and second-tier international media.
- III. Pitch AFI's work on its various financial inclusion policies and thematic areas to first- and second-tier international media.
- IV. Pitch up to three AFI stories on various financial inclusion policies and thematic areas to first- and second-tier international media.
- V. Provide at least three recommendations on thought leadership opportunities to AFI Executive Director.

5. Deliverables

The PR consultancy will require, but is not limited to the following services:

Deliverables	%	Timeline
Upon developing and acceptance of a long term PR Campaign and Activity Plan to raise awareness on the impact made by variety of financial inclusion policies developed and implemented by AFI members around the world	10	TBC
Upon developing and acceptance a long term PR Campaign and Activity Plan to raise awareness on the impact made by variety of financial inclusion policies developed and implemented by AFI members around the world	20	TBC
Upon organizing and completion of interviews for AFI Leadership with first and second-tier international media per each quarter of the year	30	TBC
Upon completion and acceptance of pitching stories on various financial inclusion policies and thematic area to first and second tier international media		TBC
Upon submission and acceptance of regular set of recommendations to AFI Executive Team on how to best position itself as a global thought and policy	20	TBC
When required, work together across AFI Teams as well as outside vendor as to best plan, develop and present AFI information and leadership	20	TBC

5. Work Experience Required:

The contract can be awarded to an individual or a consulting firm with a team of consultants. The Consultant should have:

5.1 Qualification:

- University degree in one of the following areas of Journalism, Communications, Public Relations, International Relations, Political Science, Economics, Linguistics, or any other related field is required; advanced university degree is an asset

5.2 Experience and Competency:

- At least 10 years of progressively responsible experience in the field of PR, outreach or media communication.
- Work experience with international organizations, international development agencies, non-profit organizations, finance institutions is a MUST.
- Experience handling media, including online news conferences, audio and video interviews, special appearances
- Excellent English language is a norm, any other language is an asset
- Strong communication skills, client-orientation, ability to work in a team.
- Analytical judgment, forward thinking, works well under pressure, across time zones and markets (the EU, UK, United States), with honesty and integrity

- Deadline, detail and message oriented, inquisitive, with great follow-up and reporting skills.

6. Administrative Information:

6.1 Disclaimer

The final decision on selection of a consultant/consulting firm for this project rests with AFI management team and with the Inquiry. Only shortlisted and successful Consultants will be contacted.

6.2 Proposal Submission Information

Proposals will be due with the following requirements for submission:

Submission deadline:	12 August 2020
Documents to be submitted with Annexure 1 & 2:	
Firm	<ul style="list-style-type: none"> • Company Registration; • Company Profile; • List of previous or current clientele on similar work; • At least one (1) Sample work;
Individual	<ul style="list-style-type: none"> • Full CVs with list of previous similar work; • Disclosure if individual have a full time or part time employment contract with any organization or government official; • For proprietorship, please attached business certificate; • Reference letter (if any); • At least one (1) Sample work;
Method of submission:	By email to AFI's Procurement & Contracts at RFP2038@afi-global.org in the template given in Annexure 1& 2
For Clarification:	Please email procurement@afi-global.org
Note:	Both Technical and Financial MUST be separated. AFI has the right to disqualify proposal that does not comply and fulfilled the above requirements.

6.3 Contract and Reporting

Throughout the contract period, the Consultant will be reporting to AFI's Head of Communications, Media Relations and Event Management. The contract will be from AFI with the individual consultant (or consulting firm with specific names of the team members) that would be working on the assignment. The Consultant is expected to have a technical background in journalism, public relations, international relations or related fields.

6.4 Confidentiality

This document is released for the sole purpose of responding to this request for proposal (RFP) and must be considered confidential. Use, reproduction, or disclosure of the requirements, specifications, or other material in this RFP is strictly prohibited.

6.5 Retention of Proposals

All proposals submitted become the property of AFI. AFI will make all reasonable efforts to maintain proposals in confidence and will release proposals only to personnel involved with the evaluation of the project. Proprietary information should be identified in each proposal.

6.6 Evaluation Criteria

The proposals submitted will be evaluated based on the following criteria:

Academy qualification of the consultant working with AFI
Expertise and experience of the Consultant in PR, outreach, mass media and mass media communication.
Experience in handling press conference, pitch to first-and second-tier international media.
Excellent analytical and written skills based on the sample work.
Competencies based on the requirement above.

GENERAL TERMS AND CONDITIONS

(SERVICES)

1. DEFINITIONS. For the purposes of these General Terms and Conditions,

AFI	shall mean the Alliance for Financial Inclusion.
Agreement	shall mean the agreements entered into between the Contractor and AFI, which adopts or refers to these General Terms and Conditions, including without limitation: <ul style="list-style-type: none"> (i) Master Consultancy Services Agreement; (ii) Consultancy Services Agreement; (iii) Blanket Services Agreement.
Business Days	shall mean a day whereby the banks in the recipient's country/state are open for business;
Confidential Information	means all information of any kind, whether in machine readable or visually readable form, oral or otherwise and whether or not labeled as "Confidential", including but not limited to technical information, data, know-how, information relating to AFI or its business, revenue or income information, marketing strategies, financial condition and operations, and any other information that is by its nature confidential and proprietary to AFI, that are made available by or on behalf of AFI to the Contractor, whether before or after the commencement date of the Agreement, for the purposes relating to or in connection with the Agreement.
Contractor	shall mean the Party providing services to AFI, generally referred to as the "Contractor" or "Consultant" in the Agreements.
Tax	shall mean goods and services tax or other similar tax.
Intellectual Property Rights	shall mean any patents, rights, to inventions, registered designs, copyright and related rights, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Services	shall mean the deliverables under the respective Agreements, including without limitation, the services and/or work products which are the result of services performed by the Contractor.

1.1. Headings are for convenience only and shall not affect the interpretation hereof.

1.2. The singular includes the plural and vice versa.

- 1.3. Words denoting any gender include all genders.
- 1.4. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 1.5. Save where the contrary is indicated, any reference to the Agreement or any other agreement or document shall be construed as a reference to the Agreement or, as the case may be, such other agreement or document as the same may have been or may from time to time be amended, varied, novated or supplemented.
- 1.6. Any reference to a "person" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.7. Any reference to a Party to the Agreement or another agreement or document includes the Party's successors, permitted nominees and assigns (and where applicable, the Party's personal representatives).
- 1.8. The schedules and attachments to the Agreement form an integral part of the Agreement.
- 1.9. Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as may from time to time be modified or re-enacted whether before or after the date of the Agreement so far as such modification or re-enactment applies or is capable of applying to any transaction entered into prior to completion and (so far as liability thereunder may exist or can arise) shall include also any past statutory provisions or regulations (as from time to time modified or re-enacted) which such provisions or regulations have directly or indirectly replaced.
- 1.10. Any reference to proceedings includes litigation, arbitration or investigation.
- 1.11. The meaning of general words is not limited by specific examples introduced by "including" or "for example" or similar expressions.
- 1.12. The words "hereof", "herein", "hereon" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.
- 1.13. Unless the context otherwise requires, a reference to any Clause, or Schedule is to a clause, or schedule of or to the Agreement.
- 1.14. A reference to a judgement includes an order, injunction, decree, determination or award of any court or tribunal.
- 1.15. If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

2. ENTIRE AGREEMENT

- 2.1. The Agreement, these Terms and Conditions, annexures, schedules, appendices, attachments, addendums, or exhibits which are attached to the Agreement, if any, shall constitute the entire agreement between the Parties and shall only be modified with the mutual agreement of the Parties in writing.

3. POLICIES AND CODE OF CONDUCT

- 3.1. The Contractor shall comply with all policies, standards and code of conduct of AFI which may be amended unilaterally by AFI from time to time.
- 3.2. AFI will provide the Contractor with all such policies upon commencement of the Agreement, or as such policies are put into effect, and the Contractor will make such policies known to its personnel, and will take such steps as are necessary to ensure its compliance with such policies.

4. CONDITIONS OF PAYMENT.

- 4.1. All invoices issued by the Contractor must be on the Contractor's official letterhead and shall contain the following information:
 - (a) AFI's Agreement number contained in the subject header of the Agreement;
 - (b) Contractor's Invoice number;
 - (c) Invoice Date;
 - (d) Itemization of Fees (daily rate and number of days or unit rate and number of units or fixed price);
 - (e) Contractor's bank and payment information.
 - (f) Tax charged on an itemized basis, if applicable; and
 - (g) Tax registration number of the Contractor, if applicable.
- 4.2. The timing of the issuance of the invoice shall be in accordance with that stipulated in the Agreement.
- 4.3. Unless otherwise specified in the Agreement, AFI shall pay the invoiced amount within thirty (30) days from AFI's receipt of an invoice which complies with Clause 5 hereto and/or the Agreement PROVIDED ALWAYS THAT:
 - (a) the Services has been completely performed, supplied, delivered or accepted in accordance with the terms of the Agreement to the satisfaction of AFI; and
 - (b) if there is a defect in the Services, the defect shall have been remedied and/or rectified by the Contractor to be satisfaction of AFI.

- 4.4. Notwithstanding Clause 5.3 hereto, AFI shall be entitled to dispute any invoices issued by the Contractor and in the event of any such dispute, AFI reserves the right to withhold or suspend payment until such dispute is resolved amicably.
- 4.5. Notwithstanding the above, if AFI has paid a Contractor in advance of its performance of the Agreement, such advance must be deducted from subsequent invoiced amounts. If the advance payments exceeds the final invoiced amount, the Contractor shall refund the balance to AFI within seven (7) days from its issuance of the final invoice failing which AFI shall be entitled to late refund interest of 10% calculated from the expiry of the seven (7) days referred to above until the date the refund and all interest are paid to AFI.
- 4.6. Payment of any kind under the Agreement shall not constitute AFI's acknowledgement that the Services has been performed in conformity with the Agreement.
- 4.7. Unless otherwise specified in the Agreement and subject to Clause 7 hereto, all prices and/or fees agreed to between the Parties shall be inclusive of all taxes, levies, government charges and other charges (including without limitation GST).

5. TAX IMPLICATIONS

- 5.1. Subject always to Clause 5.7 hereto, each of the Parties agrees to bear its own liability for any taxation chargeable in Malaysia or other countries (if applicable) in respect of its participation in the Agreement and each undertakes to indemnify the other in respect of any such taxation assessed on and paid by the other in respect of which the former is primarily liable.

6. OUT-OF-POCKET EXPENSES (IF APPLICABLE)

- 6.1. This clause shall apply only in the event the Parties agree in the Agreement that the Contractor is entitled to out-of-pocket expenses in addition to the Contractor's agreed fees.
- 6.2. The Contractor shall comply with all the terms and conditions set out in Clause 7 hereto in order to claim for such out-of-pocket expenses from AFI.
- 6.3. Unless otherwise specified in the Agreement, any type of out-of-pocket expenses not set out in this Clause cannot be claimed from AFI.
- 6.4. Air Travel Policy
 - (a) Air travels are to be arranged by the Contractor. All air travel expenses shall be approved in writing by AFI's Administrator, Travel & Sponsorship Administrator (sponsorship@afi-global.org) before booking, in order for the expense to qualify for reimbursement. All personnel of the Contractor involved in the performance of the Contractor's obligations under the Agreement must travel economy class by the most direct and economical route (unless otherwise agreed and approved in writing by AFI). The Contractor is free to reroute or upgrade, where possible, at his or her own expense and only the approved class and route will be reimbursed by AFI.
 - (b) All travels made by the Contractor must be to a destination which is pre-agreed in the Agreement. When the Contractor's travels include destinations not covered under the

scope of the Agreement, the Contractor must contact AFI to obtain an approval in writing that the travelling cost to such destination shall be reimbursed by AFI.

6.5. Accommodation and Subsistence Allowances

- (a) The accommodation and subsistence allowance shall cover only the following SUBJECT ALWAYS TO the maximum cap agreed by the Parties in the Agreement:
 - (i) Accommodation
 - (ii) Per diem / meals
 - (iii) Transportation costs from home to airport to home and all travels at the city of business (taxi, rental car, and other forms of transportation)
 - (iv) Laundry / dry-cleaning / ironing
 - (v) Internet connection fees
 - (vi) Local SIM cards and/or roaming charges
 - (vii) Document Courier fee
 - (viii) Any other subsistence / ancillary costs
- (b) The calculation for the accommodation and subsistence allowance specifically excludes:
 - (i) Accommodation if accommodation has already been paid for by AFI or by other external parties;
 - (ii) Nights spent on-route, on flights or train
 - (iii) Entertainment
 - (iv) Accommodation upgrade fee

6.6. Visa Application Fee

- (a) Visa application fee, where applicable, will be reimbursed to the Contractor based on the Contractor's actual expenses.

6.7. Supporting Documents for Claims & Reimbursement

- (a) The Contractor shall provide AFI with such invoice, original boarding pass, original receipts, ledgers, and other records ('Documents') as may be reasonably appropriate for AFI or its accountants to verify the amount and nature of any such expenses. The Contractor agrees to submit the Documents together with the Claim/Reimbursement Report (Schedule 1) for all out-of-pocket expenses within three (3) calendar weeks, failing which AFI shall be entitled to refuse payment for any outstanding amount in relation to claims and reimbursements due to the Contractor.
- (b) The Contractor shall send a scan copy of the Documents via email and courier the physical copy of the Documents to below address:

AFI Sponsorships Team
Alliance for Financial Inclusion
Sasana Kijang, No.2, Jalan Dato Onn,
50480 Kuala Lumpur.
03-2776 9000
Email: sponsorship@afi-global.org

7. DELIVERY

- 7.1. Services shall be performed at the delivery address provided by AFI ("Delivery Address") on the date or within the period stipulated in the Agreement.

- 7.2. All agreed dates and times for the performance of the Services shall be of the essence and shall be binding, and any changes thereto shall require the prior written approval of AFI.
- 7.3. If it is foreseeable that a deadline will not be met, the Contractor shall inform AFI without undue delay in writing about the period of delay, stating the reasons. This shall be without prejudice to the right of AFI to claim for liquidated damages or to assert any other rights and remedies due to the delay.
- 7.4. Whether the performance of Services is considered to have been made in due time shall depend on the date of their due and proper performance and acceptance in accordance with the terms of the Agreement. For avoidance of doubt, if AFI is entitled to refuse to accept or take delivery of the Services, the Services shall be deemed not to have been supplied on schedule.
- 7.5. If Services are to be performed in milestones, the Agreement will be treated as a single agreement and not severable. Failure by the Contractor to perform any one or more of the milestones in accordance with the Agreement shall entitle AFI to treat the entire Agreement as repudiated.
- 7.6. Without prejudice to other remedies available to AFI, AFI reserves the right to reject the Services:
- (a) if the Services are performed not on the agreed date, whether earlier or later;
 - (b) if the performance of the Services is only part of the Services stipulated in the Agreement.

8. CONTRACTOR'S WARRANTIES

- 8.1. The express warranties and all other warranties, conditions or other terms implied by statute or common law shall apply and survive the delivery, acceptance and payment of the Services by AFI.
- 8.2. AFI reserves the right and absolute discretion to remedy the defects in the Services without undue delay. All costs incurred shall be borne solely by the Contractor.
- 8.3. In addition and without prejudice to all other warranties, indemnities, remedies or other rights (express or implied) and whether pursuant to statute, common law or otherwise, the Contractor shall be liable to and indemnify AFI in full against all liability, loss, damages, death or injury, costs and expenses (including legal expenses) or any consequential loss or damage (whether loss of profit or otherwise) or other claims for consequential compensation whatsoever asserted by or against, awarded against or incurred or paid or agreed to be paid by AFI as a result of or in connection with:
- (a) any breach of or failure to perform any warranty, condition or other term of the Agreement or any duty at common law, by the Contractor;
 - (b) any claim that the work products of the Services infringe, the patent, copyright, design right, trademark or other Intellectual Property Rights of any other person;
 - (c) any act or omission of the Contractor or its employees, agents or sub-contractors in connection with the performance of the Services.

9. CONFIDENTIALITY

- 9.1. Except as otherwise required by law or regulations and prior written approval from AFI, the Contractor agrees not to disclose such Confidential Information to any person except to their personnel and advisors (including legal, financial and accounting advisors), who: (i) have a definite need to know such information; (ii) have been duly apprised of the requirements of this clause; and (iii) are or will be bound to keep such information confidential as required in these Terms and Conditions.
- 9.2. The Contractor agrees that it shall be responsible for the disclosure of Confidential Information by its personnel, advisors or agents. Disclosure of any Confidential Information by the Contractor's personnel, advisors or agents shall be deemed disclosure by the Contractor for the purpose of this clause.
- 9.3. Notwithstanding the foregoing, "Confidential Information" shall not include information that:
 - (a) was, at the time of its disclosure by AFI, already in the possession of the Contractor and the Contractor can establish, through reasonably sufficient and credible competent evidence, such prior possession;
 - (b) is independently developed by the Contractor not pursuant to the Agreement,
 - (c) is disclosed to a third party by AFI without imposing similar restrictions on that third party's rights of disclosure;
 - (d) is or becomes generally available to the public other than as a result of a breach of the Agreement by the Contractor, its personnel or advisors; or
 - (e) becomes available to the Contractor on a non-confidential basis from a source other than AFI, its personnel or advisors; provided, however, that such source is not to the knowledge of the Contractor bound by a confidentiality agreement or other legal or fiduciary obligation of secrecy to AFI.
- 9.4. In the event that the Agreement (or any part thereof) or any other Confidential Information is required to be disclosed in any manner due to the requirements of any applicable law or the regulations, the Contractor shall give prompt written notice to AFI prior to any disclosure, sufficient under the circumstances to allow AFI to seek a protective order or other appropriate remedy. The Contractor shall: (i) only disclose such minimum information as is legally required and shall, at the request of AFI, use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is to be disclosed and allow AFI if it wishes, to also take such measures as it deems necessary or desirable to challenge any such disclosure or to otherwise redact or minimize such disclosure; and (ii) fully cooperate with AFI with respect to AFI's direction or efforts to challenge or minimize such disclosure as aforesaid.
- 9.5. The Confidential Information of AFI shall be used by the Contractor only to the extent permitted under the Agreement.
- 9.6. The Contractor shall protect the Confidential Information of AFI using at least the same level of protection it uses to protect its own Confidential Information.
- 9.7. All Confidential Information shall remain the property of AFI, and the Contractor shall not acquire any Intellectual Property Rights or other rights in AFI's Confidential Information by

virtue of the Agreement, except for the right to use it in accordance with the terms of the Agreement.

9.8. This clause shall survive expiration or termination of the Agreement for any reason whatsoever.

10. USE OF AFI PROPERTY.

10.1. During the course of the Agreement, the Contractor may be provided with access to AFI's property including information systems and electronic communication networks. The Contractor, on behalf of its/his/her employees, sub-Contractors and representatives, agrees to abide by AFI policies concerning the use of such AFI property.

10.2. For the avoidance of doubt, none of the following will be provided to the Contractor unless otherwise stipulated by AFI (this list is non exhaustive):

- (a) personal AFI email addresses for the Contractor or the personnel of the Contractor;
- (b) laptop/notebook for the use by the Contractor or the personnel of the Contractor;
- (c) access to AFI's shared drive;
- (d) the right to print, distribute and/or use business cards bearing AFI logo or details.

10.3. The Parties agree that reasonable access to AFI's premises by Contractor's authorized personnel and which is necessary for the performance of the Agreement may be permitted during normal business hours of AFI subject to all terms and conditions to be imposed by AFI. The Contractor agrees to observe all AFI security requirements and measures in effect at AFI's premises to which access is granted by the Agreement.

11. RELATIONSHIP WITH AFI.

11.1. Nothing in the Agreement shall be deemed to constitute a partnership between the Parties or to create a joint and several liability on the part of the Contractor and AFI and no Party shall hold itself out nor shall any Party be liable or bound by any act or omission of the other Party.

11.2. The Contractor shall not at any time represent, hold itself out or conduct itself in any manner as a principal or agent of AFI.

11.3. The Contractor acknowledges and agrees that, in carrying out the Agreement, the Contractor is acting as an independent contractor and not as an employee of AFI. The Contractor shall be solely responsible for all matters related to it or its employees, as the case may be, including but not limited to deducting or remitting income tax, Employee Provident Fund (EPF) and SOCSO contributions, or any other similar deductions required to be made by law for employees. The Contractor agrees to indemnify AFI in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which AFI may be required to pay.

12. INTELLECTUAL PROPERTY.

12.1. Retained Rights

- (a) Each Party will retain all rights, title, and interests in and to its own Pre-Existing Intellectual Property (as defined below) irrespective of any disclosure of such Pre-Existing Intellectual Property to the other Party, subject to any licenses granted herein.

12.2. Pre-Existing and General Intellectual Property

- (a) The Intellectual Property Rights owned by each Party before the Contractor commences providing the Services (**'Pre-Existing Intellectual Property'**) shall remain the property of that Party. Any ideas, concepts, techniques or other intellectual property developed by Contractor in the course of producing a deliverable shall be the property of AFI.

12.3. Client Intellectual Property

- (a) Unless otherwise agreed in a Agreement, and subject to Clause 12.2, ownership of all Intellectual Property Rights in a deliverable will vest in AFI for the deliverables as detailed in the Agreement.

12.4. Third Parties

- (a) Third party Intellectual Property Rights will remain the property of such third party. The Contractor warrants that all deliverables as detailed in the Agreement do not infringe or violate any third parties' Intellectual Property Rights.

13. NOTICES

- 13.1. Any notice or other communication given by one Party to the other under the Agreement shall either be delivered personally or sent by registered post or facsimile transmission to the Parties' address set out in the Agreement or such other addresses as shall be communicated to the other Party during the term of the Agreement.

- 13.2. A notice shall be deemed to have been served as follows:

- (i) if personally delivered, at the time of delivery;
- (ii) if delivered by post, 3 Business Days after the date of posting (if posted to an address in the same country) or 7 days after the date of posting (if posted to an address in another country); and
- (iii) if sent by facsimile transmission, at the time of transmission.

- 13.3. In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority or that the facsimile machine by which the said notice or other communication was transmitted has generated a report showing that the said notice or other communication, with the relevant number of pages, had been faxed without error to the facsimile number of the addressee as set out above PROVIDED THAT if the result is that a notice would be taken to be given or made on a day that is not a Business Day in the place to which the notice is sent or is later than 5.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

14. SUB-CONTRACTORS, SUCCESSORS AND ASSIGNEES

- 14.1. The Contractor may not assign, transfer or subcontract any part of this Contract without the prior written consent of AFI.
- 14.2. if subcontracting is necessary, the Contractor shall be obliged to obtain the prior, written approval of AFI, which approval shall not be unreasonably withheld.
- 14.3. the Contractor shall not be relieved from its obligations under the Contract in the event that subcontracting is permitted.

15. CONFLICT OF INTEREST

- 15.1. The Contractor must avoid participating in activities or being in situations that place it, him, or her, in a real, potential or apparent conflict of interest which may affect the performance of the Agreement.
- 15.2. The Contractors must not accept, directly or indirectly, for themselves or on behalf of any person or AFI with whom they are in a close social, family or economic relationship, any gift, hospitality, or other benefit from any person, group, or AFI having dealings with AFI where such gift, hospitality, or other benefit could reasonably foreseeably influence the Contractor in the exercise of its, his or her official duties and responsibilities pursuant to the Agreement.

16. INSURANCE, PERSONAL SAFETY AND HEALTH

- 16.1. The Contractor is responsible for taking out, at its own expense, any insurance (travel, hospitalization, medical, trip cancellation or other) deemed necessary by AFI during the term of the Agreement. The Contractor has the responsibility to maintain personal safety and good health during the term of the Agreement. AFI strongly suggests that the Contractor consult the diplomatic and consular authorities of the country of their nationality with a view to heed the travel recommendations applicable in the countries to be visited under the Agreement. It is the responsibility of the Contractors to seek information and advice from any other reliable sources.
- 16.2. Provided if the Contractor is unable to travel to the destinations stated in the Agreement as advised by the relevant authorities, the Contractor shall immediately upon making that determination inform one of AFI representatives and AFI shall at its sole option, either terminate the Agreement; or with the Contractor's agreement, defer performance until such time as the restrictions on travel are removed; or propose an alternative work plan for the Contractor's agreement.
- 16.3. Contractor shall seek guidance from a qualified health personnel concerning potential health risks in the areas to be visited. In preparing for a trip to a developing country, Contractor should receive all recommended immunizations and take malaria prophylaxis when travelling to an area where malaria is endemic. AFI recommends that:
 - (a) a traveler's clinic be consulted if possible;
 - (b) health and accident insurance, including coverage for emergency evacuation, be obtained.

Traveler's health information is available in the public domain, including from World Wide Websites such as <http://www.tripprep.com/> or those maintained by the World Health

(<http://www.who.int/>), and the United States Centers for Disease Control and Prevention (<http://www.cdc.gov/>).

17. NATIONAL LEGISLATION

- 17.1. In performing services under the Agreement, the Contractor shall be responsible for complying with all legislation of the country (countries) in which it, he, or she must work (including but not limited to laws pertaining to immigration, taxation, customs, employment and foreign exchange control).
- 17.2. It is the Contractor's responsibility to comply with the travel visa regulations of any country visited or in transit.
- 17.3. The Contractor hereby warrants that there are no national legislations that prohibit AFI from entering into the Agreement with the Contractor or imposes additional conditions and/or requirements on AFI in respect of its performance of the Agreement.

18. SEVERABILITY

- 18.1. Any term condition stipulation provision covenant or undertaking of the Agreement which is illegal, prohibited or unenforceable shall be fully severable and ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof which shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.

19. GOVERNING LAW

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

20. DISPUTE RESOLUTION

- 20.1. Any dispute arising out of or relating to the Agreement shall be resolved amicably between the Parties hereto, failing which, the dispute shall be referred for arbitration in accordance with the Rules of procedure of the Asian International Arbitration Centre (AIAC) in Kuala Lumpur, Malaysia (UNCITRAL rules). The decision of the arbitrator shall be final and binding on the Parties, and: (a) there shall be a single arbitrator who shall be nominated by the Parties in dispute in accordance with the UNCITRAL Arbitration Rules under the auspices of the AIAC in Kuala Lumpur, Malaysia; (b) In the event that the Parties in dispute cannot agree on the appointment of the arbitrator, then the arbitrator shall be appointed by the Centre; (c) the arbitration proceedings including the making of award shall take place in Kuala Lumpur; (d) the language to be used in the arbitration proceedings shall be English, (e) the law applicable to the Agreement shall be that of Malaysia.

21. NON-WAIVER

- 21.1. Without prejudice to Clause 24 hereto, no failure or delay on the part of either Party in exercising nor any omission to exercise any right power privilege or remedy accruing to either

Party under the Agreement upon any default on the part of the other Party shall impair any such right power privilege or remedy or be construed as a waiver thereof or any acquiescence in such default nor shall any action by either Party in respect of any default or any acquiescence in any such default affect or impair any right power privilege or remedy of such Party in respect of any other or subsequent default.

22. LANGUAGE

22.1. The Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Agreement.

23. FORCE MAJEURE

23.1. The Contractor may interrupt any service by notice to AFI if prevented from providing the service by reason of strikes, lockout or other labour disputes (whether or not involving the Contractor's employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or any other cause, whether or not a superior force, beyond Contractor's reasonable control. During any such interruption, AFI shall not be obliged to pay the rates associated with such interruption of service and may terminate the Agreement after providing 10 calendar days' written notice or as otherwise contemplated by the Agreement.

24. TIME IS OF THE ESSENCE

24.1. Time wherever mentioned is of the essence of the Agreement.

25. PUBLICITY

25.1. The Contractor shall not advertise or publicly announce that it is supplying goods or undertaking work for AFI without the prior consent of AFI, such consent not to be unreasonably withheld.

26. LIABILITY

26.1. AFI shall not in any circumstances be liable to the Contractor whether in Agreement, tort (including negligence) or otherwise for any loss of profit, loss of Agreements, loss of benefit, loss of production, loss of availability, loss of data, loss of anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by the Contractor, any consequential, indirect or special loss or damage howsoever arising and of whatsoever nature or any punitive or exemplary damages.

26.2. The total aggregate liability of AFI for any and all other claims made by the Contractor under or in connection with the Agreement shall not exceed, in aggregate, the total fees payable by AFI under the Agreement.

27. MISCELLANEOUS

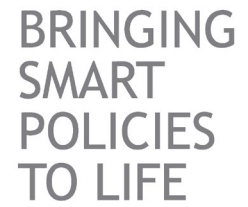
27.1. No amendment or variation of this Agreement shall be effective and binding unless it is in writing and signed by the Parties.

27.2. The Agreement may be executed in one or more counterparts and shall bind each Party that has executed each counterpart, each such executed counterpart being deemed to be an original. All of such executed counterparts taken together shall be deemed to constitute one and the same instrument.

27.3. The rights and remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies provided by law or equity. For the avoidance of doubt, in the event of any breach or threatened breach of any term herein, each Party hereto shall be entitled to claim any and all equitable remedies available to it subject to applicable laws.

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SCHEDULE 1
CLAIM/REIMBURSEMENT REPORT TEMPLATE



Consultant's Name/Consulting Firm: _____

- 1



- 2



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7. *Who are in the team, their roles and qualification? (For Firm only)*

8. Please attach copy of updated CVs and work samples of proposed consultant(s) **demonstrating evidence of the required skills and experience listed in the TOR.** ☐Attached

9. Any other information that you would like to provide.



RFP# AFI-2020-038 ANNEXURE 2 - FINANCIAL PROPOSAL

Please complete Section 1 and 2;

SECTION 1:

OPTION 1- Proposed Budget:	(USD)
No. of working days required to complete the assignment based on the RFP document under Deliverables. [Total/per deliverable - please indicate]	
Per day/Per hour rate:	
Administrative Charges/VAT/etc:	
Any other cost (pls indicate):	
OPTION 2 - Proposed Budget:	(USD)
Based on Thematic/Topic. Vendor will deliver the entire output based on the table stipulated in the RFP document under Deliverables. (Lump sum)	
Payment Terms:	
<i>[Please select 1 and tick the appropriate box]</i>	
<i>We/I agree with the payment terms stipulated in the Terms of Reference.</i>	<input type="checkbox"/> Accept Please comment in item no.9 below if you intend to propose new terms for our consideration.
<i>First payment upon completion of draft report - 40% of total contract value</i>	<input type="checkbox"/> Accept
<i>Final payment upon final submission/deliverables and confirmation of services from AFI - 60% of total contract value</i>	<i>Please comment in item no.9 in Annexure 1 if you intend to propose new terms for our consideration.</i>



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SECTION 2:

AFI General Terms and Conditions	
<i>We/I have read and agree the General Terms and Condition of AFI. (Attached)</i>	<input type="checkbox"/> Accept