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Date: 18 September 2017

**REQUEST FOR QUOTATION (RFQ)  
FIRM BASED IN CAMBODIA  
Firm to Develop Cassava Communication Materials  
Procurement Case Ref.: PROCESS-35-52342**

Dear Sir/Madam:

We kindly request you to submit your quotation for **Develop Cassava Communication Materials** as detailed in **Annex 1** of this RFQ.

When preparing your quotation, please be guided by the form attached hereto as **Annex 2**. Quotations shall be submitted in **sealed envelope** to the following address **on later than September 27, 2017 by 12:00 p.m., local time**. Late submission shall be rejected. Submission by email will not be accepted.

**UNDP Cambodia, Registry Office (Building No. 3)  
No. 53, Pasteur Street, Boeung Keng Kang I  
PO Box 877, Phnom Penh, Cambodia  
Attn: Procurement Manager, Procurement Unit  
Tel: 023 216 167, Fax: 023 216 257**

The outer envelope shall be clearly marked with "**PROCESS ID 35-52342: Develop Cassava Communication Materials**".

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the RFQ:

Delivery Terms and Location	UNDP Cambodia
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Preferred Currency of Quotation	United States Dollars
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	31 December 2017
Value Added Tax on Price Quotation	Exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	<b>September 27, 2017 by 12:00 p.m., local time</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English
Period of Validity of Quotes	90 days starting from the deadline of quotation submission  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<ul style="list-style-type: none"> <li>• Not permitted</li> <li>• Offeror shall submit prices of required items in Annex-2</li> </ul>
Payment Terms	Installment payment based on deliverables stated in the Terms of Reference

<p>Evaluation Criteria</p>	<p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions for Service as per Annex 3;</p> <p><input checked="" type="checkbox"/> Compliance to the below qualification requirements and lowest price<sup>1</sup></p> <p><u>Qualification Requirement:</u></p> <ol style="list-style-type: none"> <li>1. Must be legally registered company and operating its business in Cambodia.</li> <li>2. At least 2 years of experiences in developing communication/marketing strategies and especially materials for non-profit development projects and/or private companies.</li> <li>3. Experience in designing and developing marketing materials for private sector to attend trade missions and business matching events</li> <li>4. Availability and capacity of resource people (team) to complete the assignment with minimum of 3 persons including Team Leader, Designer and marketing expert:</li> </ol> <p>Team Leader:</p> <ul style="list-style-type: none"> <li>• 3 years of experiences in managing similar projects</li> <li>• Substantial knowledge on communication and marketing</li> <li>• Technical skills to assure the quality of required works</li> <li>• Experience on leading and managing teamwork</li> </ul> <p>Designer:</p> <ul style="list-style-type: none"> <li>• 3 years of experience in making video clip</li> <li>• Strong technical knowledge on the required works</li> <li>• Experience in similar works (video clip)</li> </ul> <p>Marketing expert</p> <ul style="list-style-type: none"> <li>• 3 years of experience in developing marketing materials</li> <li>• Strong technical knowledge on the required works</li> <li>• Experience in similar works</li> </ul>
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<sup>1</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.



Post Qualification Review	<p>UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the Terms of Reference, may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; and</li> <li>e) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
UNDP will award to:	<ul style="list-style-type: none"> <li>• One supplier</li> </ul>
Type of Contract to be Signed	<ul style="list-style-type: none"> <li>• Institution Service Contract</li> </ul>
Documents to be submitted	<ol style="list-style-type: none"> <li>1. Duly Accomplished Form as provided in Annex 2 and 3</li> <li>2. Company profile and proposal indicating your proposed concepts, including the features, benefits, target audiences and effectiveness of each strategy and marketing material.</li> <li>3. Proposed delivery timeframe for the assignment</li> <li>4. Certificate of Legally Registered firm</li> <li>5. Three CVs of proposed team members dedicated to develop the application as required in the above qualification requirement.</li> </ol>
Conditions for Release of Payment	<ul style="list-style-type: none"> <li>• Satisfactory accepted and certified by Assistant Country Director – Programme, UNDP Cambodia</li> </ul>
Annexes to this RFQ	<ul style="list-style-type: none"> <li>• Term of Reference (Annex 1)</li> <li>• Form for Submission of Quotation (Annex 2)</li> <li>• List of customers within the last 2 years (Annex 3)</li> <li>• General Conditions of Contract for Services (Annex 4)</li> </ul> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>

Contact Person for Inquiries	<p>Procurement Unit</p> <p>E-mail: <a href="mailto:procurement.kh@undp.org">procurement.kh@undp.org</a></p> <p>Tel: 023 216 167 (Ext. 161)</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Works offered shall be reviewed based on completeness and compliance of the quotation with the minimum requirements described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)



Thank you and we look forward to receiving your quotation.

Sincerely yours,



Sereyvattana Chan (Ms.)  
Procurement Manager

## Terms of Reference

### Assignment Information:

<b>Assignment Title:</b>	Firm to Develop Cassava Communication Materials
<b>UNDP Practice Area:</b>	Poverty
<b>Cluster/Project:</b>	Poverty Reduction/ Enhanced Integrated Framework Cambodia Export Development and Expansion Programme II (EIF CEDEP II) – Cassava Component
<b>Duty Station:</b>	Home/Phnom Penh
<b>Expected Place of Travel:</b>	Four provinces of Cambodia

### Project Description:

Poverty reduction and growth are the highest priorities of the Government. The Rectangular Strategy Phase III reaffirms government's commitment to prioritize policies and investment in support of agriculture; infrastructure; private sector development and employment; and human resources development. The global economic crisis and the rise in food and fuel prices have led the RGC to adopt a dual approach. This aims to increase national competitiveness and diversify the economy; and to expand the social protection and safety nets<sup>2</sup>

The government has identified agriculture as the top priority for Cambodia's socio-economic development, focusing on increasing productivity and diversifying within this sector. This is clearly reflected in the Rectangular Strategy III and the NSDP IV both covering the period 2014-2018. Similarly, the Cambodia Trade Integration Strategy 2014-2018 (CTIS 2014-2018) stresses the need for Cambodia to strengthen and accelerate the diversification of its export base above and beyond its original, two core export sectors – garments and tourism. To support this major strategic orientation, CTIS identifies: (1) 10 product and service export potentials for export development focus (including cassava) (2) "cross-cutting" reforms and institutional developments required to unleash growth in those potential exports; and, (3) capacity developments in areas of trade policy and Aid for Trade management. The strategy was endorsed by the Sub-Steering Committee on Trade and Trade-Related Investment in December 2013 (the Committee serves as National Steering Committee for all Aid for Trade in Cambodia) and launched officially by H.E. Prime Minister Hun Sen in February 2014

This is also in line with the results of the country's Trade Policy Review undertaken in 2011 in partnership with the World Trade Organization (WTO) that calls for Cambodia to move away from its dependency on garment and rice and urges to diversify and expand the country's export basis.

Cassava is the second largest agricultural crop in Cambodia and growing rapidly. Statistics from the Ministry of Agriculture, Forestry and Fisheries (MAFF) indicates production of nearly 4.250 million MT in 2010, up from 3.5 million MT in 2009. MAFF sources estimate that 2013 production reached almost 8 million MT. The fast growing importance of the sector for export diversification and export revenues

<sup>2</sup> Cambodia CPAP 2011-2015, chapter 2.18



cannot be underestimated. Additionally, the sector might have been generating anywhere between \$300 to \$400 million worth of “informal” export revenues in 2013. Even though Cassava has become the second largest agricultural crop in term of income, employment, hectares cultivated, and exports (more on this in the next section), there is very little technical assistance support provided to the sector.

The Ministry of Commerce and UNDP Cambodia have partnered since 2008 to tackle the above challenges and provide know-how and best practices to Cambodia’s cassava sector. One key instrument developed under this cooperation was a Value Chain Analysis of the cassava sector carried out in 2009. Five years later, increased investment in the sector coupled with interests from new buyers (in particular from China) for raw and processed cassava products meant that Cambodia’s cassava value chain is changing deeply. As a result, UNDP wishes to update the existing Value Chain study as a tool to assess where support provided through the EIF CEDEP II project could be best used.

UNDP, in its CPAP, has vowed to support the above goals of economic diversification and poverty reduction and in particular the human capital development and competitiveness issues. Similarly, at the request of the Government, UNDP has decided to re-engage deeply in the trade sector, trade being an engine for economic growth, through the creation of a dedicated project within UNDP

The Cassava component will contribute directly to:

- UNDAF outcome on “promotion of equitable, green, diversified economic growth”
- CPAP Outcome #1 on Poverty Reduction: strengthening national and sub-national capacities to develop a more diversified, sustainable and equitable economy.
- CPAP Output #1.1: supporting human capital development and institutional capacity for selected sectors of importance for the diversification of the economy
- CPAP Outcome #2: enabling national and local authorities, communities and the private sector to sustainably manage eco-system goods and services and respond to climate change

### **Scope of Work**

The core objective of the assignment is to design and develop communication materials which can be used effectively by cassava associations and project beneficiaries to promote the cassava sector, especially to build relationship with potential buyers in international markets.

Through the assignment, the firm is expected to produce effective marketing materials to draw target audience’s attention and stimulate their interest in doing business with Cambodian cassava processors and exporters as well as explore opportunities to invest in the Cambodian cassava sector.

The materials include:

- **Company profile:** short description of business, products, supply capacity, export experience, future plan (business case), address and contact etc.
- **Business case of selected champion companies, at least two,** to assist them to attract funding and investment: highlight key business performance, growth strategy, business plan, and areas of investment



- **A short guidance about the investment process in Cambodia and incentives:** summary of investment process and estimated time of document processing based on literature review/ existing documents of the CDC. It should include attractive, informative and comprehensive info-graphs
- **1-2 pages about the cassava sector in Cambodia:** facts (statistics), competitiveness, and key info which are useful for investors and buyers
- **One page/fact sheet on cassava:** CIAT is doing it but needs to ensure that messages are consistent in a commercial and marketing sense
- **Documentary of key project activities for knowledge sharing:** include key achievements such as the support on cassava policy formulation, cassava steering committee, trade mission, contract farming launching, cassava investment forum, and successful cases of sale and buy contract

The firm expects to produce the materials at high quality and meet the commercial expectation. Below are key guiding aspects:

- Gather data and relevant information to develop materials
- Develop content, script, and message to put in each marketing material
- **Outline includes:**
  - o Headline should be short and affect readers emotionally
  - o Very strong statements to persuade readers
  - o Messages should be short and precise
  - o Correct grammar and spelling
  - o Signature including business name, logo and contact information
- **Layout and design**
  - o Make the design simple and attractive with a short motivating message for reading
  - o Size of materials should be big enough and fit well with target audiences' reading convenience
  - o Use big and clear fonts which are easy to read from up close and afar
  - o Use colors that can be easy to read and friendly to various eye conditions of audiences
  - o Choose images which can effectively communicate messages to audience in addition to words
- **Printing**
  - o Identify types of papers which are good quality for printing the materials
  - o Work with printing houses to ensure the materials are produced at expected quality

#### Expected Outputs and Deliverables

N	Deliverables/Outputs	Target Due Dates	Review and Approvals Required
1	A short marketing/communication strategy and plan, with the details of output delivery, timeline and consultation with people	4 <sup>th</sup> week of September 2017	Reviewed by Programme management specialist/Programme analyst/approved by ACD/Team leader
2	Branding materials including core campaign slogan, message, logo, logo mark, branding guide, stationery and business cards	2 <sup>nd</sup> week of October 2017	
3	Draft of published materials including (1) company business profile, (2) Business case of	3 <sup>rd</sup> week of October 2017	

	selected champion companies, (3) a short guidance about the investment process and incentives in Cambodia, (4) 1-2 pages about the cassava sector in Cambodia, and (5) the cassava fact sheet (stigma)		
4	Layout and design of the published materials	4 <sup>th</sup> week of October 2017	
5	Documentary of key project activities for knowledge sharing in the format of video clip	4 <sup>th</sup> week of December 2017	

### **Institutional Arrangement**

Under overall direct supervision of the Head of Programme Unit, oversight of Programme analyst and direct guidance from National Management Specialist, the firm will be responsible for delivering all above outputs.

#### **Roles of the firm**

- The firm is responsible to provide its technical expertise to produce the expected outputs;
- The firm shall work under the assigned focal person from UNDP project team, National Project Management Specialist;
- The firm needs to maintain daily communication with the UNDP project focal person as and when problems emerge during the contracting period, especially if they affect the scope of the job.

#### **Roles of UNDP focal person/team**

- The UNDP programme unit will provide overall quality assurance for this consultancy;
- The UNDP programme unit will review deliverables for payment release;
- UNDP focal person, National Project Management Specialist, will act as the focal person to interact with the firm to facilitate the assignment, to facilitate the review of each outputs and ensure the timely generation of the comment from stakeholder on each output.

#### **Duration of the Work**

The firm will start from 1<sup>st</sup> week of October to 31 December 2017.

#### **Duty Station**

The firm will base in Phnom Penh and its convenient working station. The firm is entitled for transportation fee and daily subsistent allowance following UNDP standard DSA rate for the travel to province.



### FORM FOR SUBMITTING SUPPLIER'S QUOTATION

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply service listed below in conformity with the requirements of UNDP as per **RFQ Reference No. 35-52342**

N°	Description	Quantity	Total Price (USD)
1	A short marketing/communication strategy and plan, with the details of output delivery, timeline and consultation with people	Lump sum	
2	Branding materials including core campaign slogan, message, logo, logo mark, branding guide, stationery and business cards	Lump sum	
3	Draft of published materials including (1) company business profile, (2) Business case of selected champion companies, (3) a short guidance about the investment process and incentives in Cambodia, (4) 1-2 pages about the cassava sector in Cambodia, and (5) the cassava fact sheet (stigma)	Lump sum	
4	Layout and design of the published materials	Lump sum	
5	Documentary of key project activities for knowledge sharing in the format of video clip	Lump sum	
	Total		

**Note:**

- The submitted price shall be lump sum including all costs to deliver the requirement except traveling and living allowance to the provinces which will be arranged and paid by the project.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier's Authorized Person]  
[Designation]  
[Date]*

## FORM FOR COMPLETION OF CUSTOMERS LIST WITHIN 2 YEARS

No	Name of Customer	Nature of Work <i>(List the video clip and marketing materials which your firm has produced for the last two years and reflect best your work and can be samples for assessment.)</i>	Amount Contract	Referees' Contact Information <i>(Phone and Email address)</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

I confirm the reference check can be done through the above listed contact persons without prior confirmation.

*[Name and Signature of the Supplier's Authorized Person]*

*[Designation]*

*[Date]*





#### **Annex-4**

#### **UNDP**

### **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**



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

## **7.0 INDEMNIFICATION:**

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

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;





**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

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

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

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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



**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

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

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,



**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence





of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these



conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**



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

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.





## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.