



**RE-INVITATION OF REQUEST FOR QUOTATION (RFQ)  
for facilitating national and provincial level workshops for  
Biodiversity Finance Initiative in Nepal (BIOFIN)**

NAME & ADDRESS OF FIRM	DATE: September 18, 2019
	REFERENCE: UNDP/RFQ/20/2019 (RE-BID)

Dear Sir / Madam:

We kindly request you to submit your quotation for **facilitating national and provincial level workshops for Biodiversity Finance Initiative in Nepal (BIOFIN)**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2. This bidding exercise shall result in entering into a Long Term Agreement with the selected vendor for a period of two years.

Quotations may be submitted on or before **5:00PM, September 30, 2019** in sealed envelope by *courier mail or hand delivery* to the address below:

**United Nations Development Programme  
Ref: UNDP/RFQ/20/2019 (RE-BID)  
The Registry, Reception, UN House  
Pulchowk, Lalitpur, Nepal**

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 above mentioned services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Not Applicable
Customs clearance, if needed, shall be done by:	

	<input checked="" type="checkbox"/> Not Applicable
Exact Address/es of Delivery Location/s (identify all, if multiple)	Not applicable
UNDP Preferred Freight Forwarder, if any	Not applicable
Distribution of shipping documents ( <i>if using freight forwarder</i> )	Not applicable
Latest Expected Delivery Date and Time ( <i>if delivery time exceeds this, quote may be rejected by UNDP</i> )	<input checked="" type="checkbox"/> Long Term Agreement for a period of two years as per the attached Terms of Reference (ToR) in Annex 1
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Not applicable
Mode of Transport	
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> Local Currency: Nepalese Rupees (NPR.)
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and all other applicable indirect taxes
After-sales services required	Not applicable
Deadline for the Submission of Quotation	5:00PM, <b><u>September 30, 2019</u></b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest VAT/PAN Registration Certificate; <input checked="" type="checkbox"/> Latest Tax Clearance Certificate; <input checked="" type="checkbox"/> Minimum 2 client certificates to evidence successful completion of similar services; <input checked="" type="checkbox"/> Track records to evidence having experience of arranging logistic support for organizing at least 5 consultation workshops/residential trainings related to Biodiversity conservation or Forestry sector within and outside Kathmandu. Previous engagement with UNDP is preferred in similar projects;

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

	<input checked="" type="checkbox"/> An initial proposed work plan/methodology to carry out the tasks including proposed team  <input checked="" type="checkbox"/> A signed CVs of the proposed consultant highlighting experience on providing logistic support and workshop facilitations.  <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days  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	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<ul style="list-style-type: none"> <li>• 20% after signing the contract, before organizing the inception workshop</li> <li>• 20% after completion of all consultations and submission of the workshop proceedings/ reports of PIR</li> <li>• 20% after completion of all consultations and submission of the workshop proceedings/ reports of BER</li> <li>• 20% after completion of all consultations and submission of the workshop proceedings/ reports of FNA</li> <li>• 20% after completion of all consultations and submission of the workshop proceedings/ reports of BEP</li> </ul>
Liquidated Damages	
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>2</sup> <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one service provider
Type of Contract to be Signed	<input checked="" type="checkbox"/> UNDP's contract services
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) Applicable Terms and Conditions are available at

<sup>2</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.

	<a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Special conditions of Contract	
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of completion of the services, based on full compliance with RFQ requirements
Annexes to this RFQ <sup>3</sup>	<input checked="" type="checkbox"/> Schedule of Requirement and Terms of References (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact address for Inquiries (Written inquiries only) <sup>4</sup>	<i>Procurement Unit</i> <i>UNDP Nepal</i> <i>Email: <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a></i>  Written inquiries must be submitted mentioning RFQ Ref: UNDP/RFQ/20/2019 (RE-BID) (UG), on or before 12:00 Noon, 23 September 2019. UNDP shall post the responses of inquiries in the same website. Inquiries received after the above date and time shall not be entertained.  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

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications 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.

<sup>3</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>4</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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:

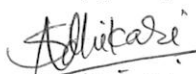
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

**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,



Shiva Prakash Adhikari  
Procurement Associate, UNDP Nepal  
September 18, 2019

**UNITED NATIONS DEVELOPMENT PROGRAMME  
THE BIODIVERSITY FINANCE INITIATIVE IN NEPAL  
(BIOFIN-Nepal)**

**Terms of Reference for Service provider  
for facilitating  
National and Provincial level workshops for  
Biodiversity Finance Initiative in Nepal**

<b>Location:</b>	Kathmandu, NEPAL
<b>Additional Category</b>	Resilience and Environment
<b>Type of Contract:</b>	Long term agreement Company (National)
<b>Supervisor (s)</b>	Project Coordinator/BIOFIN-Nepal
<b>Starting Date:</b>	15 November 2019
<b>Duration of Contract:</b>	Two years, 15 November 2019 to 14 November 2021

## 1. INTRODUCTION

Nepal is committed to conservation and sustainable utilisation of biodiversity for the "prosperity of people & nation". The government enacted the National Biodiversity Strategy and Action Plan (2014-2020) (NBSAP) in 2014, which provides a strategic framework for the biodiversity conservation in Nepal. The strategy has set different biodiversity targets that aligns to the Aichi targets. The review of Nepal's Sixth national report to the Convention of the Biodiversity (CBD) reveals that nearly two-thirds of the national biodiversity targets (38 out of 56) are in progress but at an insufficient rate. Likewise, half of the (10 out of 20) Aichi targets are progressing at an insufficient rate. Inadequate resource mobilisation is one of the prime reasons for slow progress in achieving biodiversity targets. For example, the public and private sector investment gap for achieving the Sustainable development Goal (SDGs) 15, i.e. Life on Land in Nepal has been estimated to NRs 143.3 and 19.7 billion, respectively at 2015 constant price.

In recent decades, biodiversity finance tools and solutions have demonstrated their importance for achieving biodiversity goals and sustainable development objectives. However, countries have not approached the issue of biodiversity finance in a comprehensive manner, where choice and adoption of financial solutions have remained experimental and opportunistic. Considering this, the Biodiversity Finance Initiative (BIOFIN) was developed "as global programme" to provide a comprehensive methodology for government to (a) review the existing policy context (b) measure expenditure level for biodiversity (c) calculate future financial needs and (d) design strategic plans to deploy right mix financial of the finance solutions, tailored to the country context. BIOFIN is a global programme that has developed, piloted and continuously improved the methodology to design comprehensive plans to implement finance tools and solutions, that increase financing, effectiveness and efficiency on biodiversity management.

The BIOFIN Phase I (2012-2018) developed and piloted the methodological framework (BIOFIN Workbook) to help countries mobilise sufficient resources to implement national biodiversity policies in 30 countries.

BIOFIN Phase II (2018-2022) will enable the 30 countries to implement priority finance solutions and prepare a financial plan for an additional 5 countries. The process will strengthen countries' chances of achieving national and global biodiversity targets, especially Aichi targets and biodiversity-related sustainable development goals

Nepal is part of the BIOFIN Phase II (2018-2022). Environment and Biodiversity Division of the Ministry of Forests and Environment (MOFE), is leading the BIOFIN process. Twelve members' steering committee has been formed under the leadership of the Joint Secretary, MOFE with representation from the Ministry of Finance, Ministry of Agriculture and Livestock Development, Divisions and Departments of MOFE to provide strategic guidance in the BIOFIN process and in mainstreaming the policy process. The Ministry hosts a dedicated team of expert to undertake technical work and coordinate day to day management of the BIOFIN process in Nepal. UNDP is providing technical assistance to the overall process.

BIOFIN Nepal aims to contribute to effective and efficient biodiversity finance and outcomes by designing comprehensive finance solutions to assure long-term and steady financial flows to conservation engaging government, conservation partners, private sector and civil societies. This will be achieved through four specific outputs.

- **Biodiversity Finance Policy and Institutional Review (PIR).** The PIR analyses the country's current policies, institutions and existing finance mechanisms and tools associated with biodiversity and ecosystem services in order to evaluate their impact and effectiveness and to understand key entry points and opportunities for effecting change. The first step includes identifying the existing national vision and key trends for biodiversity and sustainable development financing and mapping sectoral interactions with biodiversity and ecosystem services. The PIR includes an inventory of existing financing mechanisms used for biodiversity, key subsidies that affect biodiversity, biodiversity related revenues and all associated laws and regulations. It explores how finance and economics can be used to address the main drivers of biodiversity loss. The PIR process is used to further clarify relevant stakeholders and their specific mandates, institutional arrangements and capacity related to the NBSAP and biodiversity finance. Existing economic valuation studies are reviewed and integrated into the analysis. Policy recommendations, including possible reforms of harmful subsidies and other incentives that contribute to continued biodiversity loss, can be incorporated in PIR and national planning strategies. Stakeholder engagement is ensured through a consultation workshop in the early stages and a validation workshop at the end to discuss the complete findings and recommendations.
- **Biodiversity Expenditure Review (BER).** The Biodiversity Expenditure Review helps countries to establish a firm baseline of historic and current biodiversity expenditure levels and future projections in comparison to the underlying institutional and policy vision and framework. The expenditure review is conducted with the public, private, and civil society institutions identified under the inception phase and the PIR. For each relevant biodiversity finance actor, budget, allocation and expenditure data are collected for the past 5-7 years. For each budget or expenditure, the percentage that can be attributed to biodiversity and the target area of the expenditure is determined. The analysis will explore the relation of biodiversity expenditures to overall government budgets, stated policy objectives, GDP and jobs, NBSAP strategies and themes, etc. Historic trends are analysed, and projections can be made about future financing under a business as usual scenario. The final report will provide very specific recommendations on (i) key sources of financing, (ii) possible re-alignment of expenditures; (iii) allocation or absorption issues; (iv) and other insights generated from the review. Stakeholder engagement is

ensured through a consultation workshop in the early stages and a validation workshop at the end to discuss the complete findings and refine recommendations.

- **Financial Needs Assessment (FNA).** The FNA is a detailed realistic costing of key biodiversity policies and plans – generally focused on the National Biodiversity Strategy and Action Plan (NBSAP). This involves an estimation of the financial needs and a prioritisation of actions for biodiversity management across all sectors of government, NGOs and can include private sector investments. Existing financing for specific actions will be compared to estimated needs to develop a projected financing gap. The methodology includes reviewing and refining actions defined in the NBSAP and other major policies that require costing. For each of these cost able actions, specific budget elements are calculated based on existing government budget categories and units. Stakeholder engagement is ensured through a consultation workshop in the early stages and a validation workshop at the end to discuss the complete findings and final recommendations.
- **Biodiversity Finance Plan (BFP).** The Biodiversity Finance Plan is a national strategy and plan for financing biodiversity addressing all possible dimensions of finance, including resource mobilisation, improving impact delivery, avoiding future expenditures and re-aligning expenditures towards biodiversity goals. The national experts will work closely with the national team to review a wide range of possible finance solutions and establish an agreed upon approach to prioritise based on a variety of characteristics of each solution, including the financing potential, the legal context and socio-economic/gender impacts, while mapping barriers that currently prevent further financing. For a selected number of the most promising financing mechanisms a more detailed feasibility study will be carried out. A large national workshop involving a wide variety of stakeholders should be organised as a key element of the consultation process followed by a smaller workshop planned at the end to validate the strategy and its recommendations.

The BIOFIN Nepal had recruited consultants for the preparation of the different study report as discussed above, namely PIR, BER, FNA and BFP. The BIOFIN intends to follow the consultative processes and aimed at engaging wide range of stakeholders in the processes. In this regards, the BIOFIN projects intends to hire a service provider to facilitate the logistic arrangements for inception workshop 7 province level field consultations workshop and a final workshop for preparation of 6th National Report to the Convention on Biological Diversity.

## 2. OBJECTIVE OF ASSIGNMENT

The main objective of the assignment is to provide logistic support of organizing national and provincial consultative workshops during the BIOFIN process for developing and finalizing the different outputs. The specific objective includes:

- Organize workshop efficiently and effectively to achieve the project/study output
- Provide logistic support to the BIOFIN project team and consultants for organizing different workshops and meetings at the national and provincial level
- Prepare the workshop completion report/meeting minutes of each event as applicable.

### 3. SCOPE OF WORK

The duration of the assignment will be two years and half years from 1<sup>st</sup> November 2019 to 31<sup>st</sup> October 2021 and that link with the work progress of the consultants responsible for the BIOFIN related study. The service provider has to perform the following duties/responsibilities

- **Consult BIOFIN Project team and consultants hired for preparation of the study before organizing the workshops**, to finalize workshop agenda, schedule and participants,
- To provide logistic support to organize **four events of half-day inception workshop** in Kathmandu including venue, breakfast, lunch and the transportation to the participants (around 30 persons) in at least 3-star category hotel.
- To provide logistic support to organize **twenty events of half-day stakeholders consultative workshop** in Kathmandu including venue, lunch and the transportation to the participants (around 12 persons) in at least 3-star category hotel.
- To provide logistic support in **fourteen events of one-day consultation workshops** (twice in each province), at the capital city of the province including venue, breakfast, lunch and the transportation to the participants (around 30 persons) from nearby districts, (rural) municipality and the capital city of that particular province.
- Provide transportation, accommodation, lunch dinner and 20% DSA (UNDP rate) to the representative of MoFE/ steering committee members and participants from adjoining districts of Province (around 30 participants) in province level consultation workshop. For UNDP DSA rate, please visit <https://icsc.un.org/Home/DailySubsistence>
- Provide logistic support to organize 8 events of national stakeholders meeting in Kathmandu including venue, breakfast, lunch and the transportation to the participants (around 15 persons)
- To provide logistic support in **four events of half-day validation workshop** (final sharing workshop) in Kathmandu including venue, snacks, reception dinner and the transportation to the participants (Around 40 persons) at least 3-star category hotel
- Participate on the monthly meeting organized by the project to finalize the work plan of consultative meetings with the consultant

### 3. WORKSHOP MODALITY

The workshop should be organized efficiently and effectively to achieve workshop outputs. Consultation with the BIOFIN Project team and the Consultants (recruited for the study) should be carried out before organizing the workshops. Workshop agenda, list of participants will be finalized by the BIOFIN Project team and consultants. While conducting the provincial consultation logistic should be organized also for the representatives of MoFE.

The workshops will be facilitated by the consultants hired separately. The service provider should coordinate with the Consultants and the Project team for all relevant subjects.

### 4. WORKSHOP EVENTS, DURATION, PARTICIPANTS AND VENUE

Workshop duration, types of participants and venue are tentatively given in the table below. The BIOFIN Nepal intends to organize following events of the workshops at the national and provincial level, However, the institution is expected to discuss more on it during inception report preparation. The list of participants

SN	Workshop level	Number of workshops					Duration	Venue	Participants (No)
		PIR	BER	FNA	BFP	Total			
1	Inception meeting	1	1	1	1	4	1/2 Day	Kathmandu	Around 30
2	Round table meeting)	4	4	4	8	20	1/2 Day	Kathmandu	Around 12
3	National stakeholders' meeting	2	2	2	2	8	1/2 Day	Kathmandu	Around 15
4	Provincial consultations	7	Jointly with PIR		7	14	1 Day	Provincial head quater	Around 30
4	National validation workshop	1	1	1	1	4	1/2 Day	Kathmandu	Around 40

Note: Participants should be from government, private sector, civil society organization, development partners

Table below presents number of workshops to be organized over a period of the study. The workshop activities will have to be well noted and a detail report on each of the workshops should be submitted to the project.

SN	Activities	Year I	Year II
		November 2019- August 2020	September 2020- October 2021
1	Inception meeting	3	1
2	Round table meeting)	10	10
3	National stakeholders' meeting	5	3
4	Provincial consultations	7	7
4	National validation workshop	2	2

## 5. WORKSHOP SCHEDULE

Table below proposed the tentative schedule of the workshop. However, the workshop date, time and venue would be jointly agreed between the BIOFIN Nepal, consultants and service provider. A monthly meeting between the consultant, service provider and project will be organized to finalize the workshop schedule.

		PIR	BER	FNA	BFP
1	Inception meeting	November 2019	December 2019	August 2020	October 2020
2	Round table meeting	November 2019 – February 2020	November 2019 – April 2020	October – December 2020	September 2020 – September 2021
3	National stakeholders' meeting	December - 2019 March 2020	October 2019, May 2020	September 2020 January 2021	November 2020 September 2021



4	Provincial consultations	December – January 2019			October – December 2020
4	National validation workshop	April 2020	July 2020	February 2021	September 2021

## 6. OUTPUTS/DELIVERABLES

The consultant service providers should produce workshop proceedings/meeting minutes after completion of each task.

Deliverables/ Outputs	Total	Remarks	Review and Approved by
Inception workshop proceeding	4	PIR, BER, FNA and BFP	BIOFIN, Consultant
Round table meeting minutes/ proceeding	20	PIR, BER, FNA and BFP	BIOFIN, Consultant
National stakeholders' meeting minutes/proceeding	8	PIR, BER, FNA and BFP	BIOFIN, Consultant
Provincial consultative workshop proceeding/report	14	PIR/BER and BFP	BIOFIN, Consultant
National validation workshop report/ proceeding	4	PIR, BER, FNA and BFP	BIOFIN, Consultant

## 7. INSTITUTIONAL ARRANGEMENT

The service provider will work under overall guidance of Project Coordinator, BIOFIN Nepal, UNDP in coordination with the Ministry of Forests and Environment.

## 8. EXPERTISE AND REQUIREMENT FOR SUBMISSION OF APPLICATION

- A CV of proposed consultant having bachelor's degree with five years of experiences and have arrange logistic support for at least 3 consultation workshops/residential trainings related to Biodiversity conservation or Forestry sector within and outside Kathmandu, previous engagement with UNDP is preferred.
- Technical Proposal: An initial proposed work plan/methodology to carry out the tasks including proposed team with their short CVs
- Financial Proposal: should include detail of expenditures of all the cost including, transportation, logistics, workshop materials etc. required to complete each event.
- Valid registration certificate, tax clearance certificate, recent audit report

#### 9. PAYMENT SCHEDULE

The payments will be made in instalments as below:

Installment	Milestones	Payments	When
1 <sup>st</sup> payment	After signing the contract, before organizing the inception workshop	20%	By 4 <sup>th</sup> week of November 2019
2 <sup>nd</sup> payment	After completion of all consultations and submission of the workshop proceedings/ reports of PIR	20%	By 4 <sup>th</sup> week of April 2020
3 <sup>rd</sup> payment	After completion of all consultations and submission of the workshop proceedings/ reports of BER	20%	By 4 <sup>th</sup> week of July 2020
4 <sup>th</sup> payment	After completion of all consultations and submission of the workshop proceedings/ reports of FNA	20%	By 4 <sup>th</sup> week of February 2021
5 <sup>th</sup> payment	After completion of all consultations and submission of the workshop proceedings/ reports of BEP	20%	By 4 <sup>th</sup> week of October 2021



## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>5</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>6</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer bid for **facilitating national and provincial level workshops for Biodiversity Finance Initiative in Nepal (BIOFIN)** in conformity with the requirements of UNDP as per RFQ Reference No. UNDP/RFQ/20/2019 (RE-BID):

**TABLE 1 : Offer for facilitating national and provincial level workshops for Biodiversity Finance Initiative in Nepal (BIOFIN)**

Item No	Description	Unit	Qty	Unit Price in NPR.	Total Amount in NPR.
1	Half-day inception workshop proceedings in Kathmandu including stationary, venue, breakfast, lunch and transportation to the participants (around 30 persons) in at least 3-star category hotel	Events	4		
2	Round table meeting minutes/proceeding of half-day stakeholders' consultative workshop in Kathmandu including stationary, venue, breakfast, lunch and transportation to the participants (around 12 persons) in at least 3-star category hotel.	Events	20		
3	Organize eight events of meeting minutes/proceeding of national stakeholders meeting in Kathmandu including stationary, venue, breakfast, lunch and the transportation to the participants (around 15 persons) in at least 3-star category hotel	Events	8		
4	Provincial consultative workshop proceeding/report to provide logistic support in <b>fourteen events of one-day consultation workshops</b> (twice in each province), at the capital city of the province including stationary, venue, breakfast, lunch and the transportation to the participants (around 30 persons) from nearby districts, (rural) municipality and the capital city of that particular province.	Events	14		
5	National validation workshop report/ proceeding to provide logistic support in <b>four events of</b> half-day validation workshop (final sharing workshop) in Kathmandu including stationary, venue, snacks,	Events	4		

<sup>5</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule. Any equipment or service overlooked in this specification may be a subject to supplementary amendment and will be duly communicated to all concerned

<sup>6</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

	reception dinner and the transportation to the participants (Around 40 persons) at least 3-star category hotel				
6	Workshop logistics support (Consultant remuneration, including DSA)	Days	60		
7	To provide transportation, accommodation, lunch dinner and 20% DSA (UNDP rate) to the representative of MoFE/ steering committee members and participants from adjoining districts of Province (around 30 participants) in province level consultation workshop. For UNDP DSA rate, please visit <a href="https://icsc.un.org/Home/DailySubsistence">https://icsc.un.org/Home/DailySubsistence</a>	Days	40		
8	<i>Air fare (Trip) (Bharara, Pokhara, Dhangadi, Surkhet, Janakpur, Biratnagar &amp; Simra) (For consultant and government officials)</i>	Round trip	40		
9	<i>Vehicle rental (Outside Kathmandu Valley)</i>	Days	10		
	Total				
	13% VAT				
	Total Price with VAT				

**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item
Not Applicable				

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:	NA	NA	
Country/ies Of Origin <sup>7</sup> :	NA	NA	
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance	NA	NA	
b) Defects Liability Period of 1 year	NA	NA	
c) Service Unit to be Provided when the Purchased Unit is Under Repair	NA	NA	
d) Brand new replacement if Purchased item is not working at the time of delivery/installation	NA	NA	
e) Others	NA	NA	
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>	NA	NA	

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]*

<sup>7</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

## **Annex 3**

### **General Terms and Conditions for Services**

<http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>



Empowered lives.  
Resilient nations.

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US\$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

### **2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

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

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

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

**3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

#### **4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

**4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.

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

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

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

## **5. ADVANCE PAYMENT:**

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## **6. SUBMISSION OF INVOICES AND REPORTS:**

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## **7. TIME AND MANNER OF PAYMENT:**

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



7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

## **8. RESPONSIBILITY FOR EMPLOYEES:**

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. **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.

10. **SUBCONTRACTING:** 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.

11. **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 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.

## **12. INSURANCE AND LIABILITY:**

12.1 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.

12.2 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, disability or death in connection with this Contract.

12.3 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.



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

12.4.1 Name UNDP as additional insured;

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

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

**12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

**13. 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 UNDP 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 UNDP.

**14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**15.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**15.2** 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

**15.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

**15.4** 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 UNDP, shall be made available for use or inspection by 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.

**16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP 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 UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

**17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or 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:

**17.1** The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

**17.2** 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**17.3** 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**17.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**17.5** 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.

17.6 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.

## 18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 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.

18.2 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, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP 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.

18.3 *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 in which 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.

## 19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

**19.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

**19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**20. 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.

**21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP 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.

**22. SETTLEMENT OF DISPUTES:**

**22.1 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.

**22.2 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 22.1, 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") and Article 34 ("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.

**23. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.



## **24. TAX EXEMPTION:**

**24.1** 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 UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

**25. MODIFICATIONS:** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

## **26. AUDITS AND INVESTIGATIONS:**

**26.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

**26.2** UNDP 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 at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**26.3** 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 UNDP 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 UNDP hereunder.

**26.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

## **27. LIMITATION ON ACTIONS:**

**27.1** Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**27.2** 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.

**28. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. 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 UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**30. STANDARDS OF CONDUCT:** 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 UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

**30.1** The UN Supplier Code of Conduct;

**30.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**30.4** UNDP Vendor Sanctions Policy; and

**30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**31. 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 UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**32. 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.

**33. MINES:** The Contractor represents and warrants 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.

**34. SEXUAL EXPLOITATION:**

**34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**34.2** 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 favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**34.3** 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.

**35. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

