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**REQUEST FOR QUOTATION (RFQ)  
RFQ-TKM-020-2019**

TENDER NAME:	DATE: <b>8 October 2019</b>
<b>Tender to Select Service Provider for Provision of Events Management Services on Long Term Agreement (LTA) Basis</b>	REFERENCE: <b>RFQ-TKM-020-2019</b>

Dear Sir / Madam:

United Nations Development Programme (UNDP) in Turkmenistan kindly requests you to submit your Quotation for Provision of Events Management Services on LTA basis. When preparing your quotation, please be guided by the forms attached hereto as Annexes 2 and 3.

Annex 1: Instructions to Bidders

Annex 2: Terms of Reference

Annex 3: Form for submitting Service Provider's Financial quotation

Annex 4: Form of description of previous work experience

Annex 5: Template of UNDP Contract for Goods and /or Services / General Terms and conditions of the Contract

Quotations may be submitted no later than COB, 18:00, **October 21, 2019** via:

- ✓ Email
- ✓ the UN registry *in a sealed envelope* marked «**RFQ-TKM-020-2019**» at the following address:

**United Nations Development Programme**  
Turkmenistan, Ashgabat, UN Building 21, Archabil avenue;  
E-mail: [registry.tm@undp.org](mailto:registry.tm@undp.org)  
Fax: (+99312) 488311/16

**Pre-Bid conference will be held on 14 October 2019 at 11:00 AM local time at UNDP CO at the above address. Presence of authorized representatives of bidders is very welcomed.**

In the course of preparing and submitting your quotation, 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. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

### Instruction to Bidders

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

Brief description of the required services	<p>Scope of this RFQ includes provision of Events Management services including services on venue arrangement, provision of printing, stationery and catering services for participants of events to be organized by UNDP Country Office and UNDP Projects. As result of competitive process, the UNDP will conclude a Long-Term Agreements (LTA).</p> <p style="text-align: center;">Please, refer to the TOR in Annex 2.</p>
Exact Address of execution of works/services	As per event requirements and throughout Turkmenistan. Venue of the events will be specified in an individual request.
Expected validity of contract	The initial duration of LTAs will be 1 year with possibility of an extension for 2 additional years, subject to strategic and operational requirements, good performance and absence of major failure by the LTA holders.
Target Start Date of Contract	November 2019
Pre-Bid conference	<p><b>Pre-Bid Conference will be held on 14 October 2019 at 11.00 AM (Ashgabat Time).</b></p> <p>The UNDP focal point for the arrangement is:  Aygul Atabayeva, UNDP Procurement Associate  Address: 21, Archabil Avenue, Ashgabat, 744036, Turkmenistan  Telephone: +99312 488325  Facsimile: +99312 488311  E-mail: <a href="mailto:aygul.atabayeva@undp.org">aygul.atabayeva@undp.org</a></p>
Preferred currency used in the quotation	✓ In local currency (Turkmen manat)
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days ✓ In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Deadline for the Submission of Quotation	No later than COB (18:00) <b>October 21, 2019</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	✓ Russian or ✓ English
Partial Quotes	<input checked="" type="checkbox"/> Partial quotations are not permitted. ✓ A quotation must be complete in order to be accepted for evaluation. The quotation is considered complete when all requested services and required destinations are offered by the

	Offeror. Incomplete quotations will not be considered.
Documents to be submitted:	<p>THE FOLLOWING DOCUMENTS SHALL BE INCLUDED IN THE OFFER:</p> <ul style="list-style-type: none"> <li>✓ Duly completed form in accordance with the specimen provided in Appendix 3 and in accordance with list of requirements in the TOR. This form represents your <b>financial proposal</b>;</li> <li>✓ Bidder is requested to provide a one maximum two-page <b>overview of entire event management process</b> from start to finish and follow-up in the beginning of their proposal that will demonstrate their qualifications in meeting RFQ requirements. This overview shall include information on sub-contractor arrangements including sub-contractor information;</li> <li>✓ <b>Summary information about your company</b> with contact details, geographical presence, information about number and distribution of staff, type of activity, number of years in business (min. 2 years' requirement), a description of any experience with UN or international agencies, etc.;</li> <li>✓ <b>The client list</b> with similar scope of services with minimum 2 contact details (i.e. name of client, contact person, email information and contact phone numbers). A sample form is provided in Annex 4;</li> <li>✓ <b>Recommendation letters</b> (minimum two);</li> <li>✓ <b>5 CVs of proposed personnel</b> including CV of Key Account Manager to be designated to work with UNDP;</li> <li>✓ Copies of the <b>registration documents, valid licenses and certificates, patents and other documents</b> enabling the applicant to perform the appropriate type of work / services;</li> <li>✓ <b>Tax Payment Certificate</b> issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.</li> </ul> <p><b><i>Failure to provide the above information may result in rejection of your proposal.</i></b></p>
Payment Terms	<ul style="list-style-type: none"> <li>✓ 100% upon full services</li> </ul> <p>Payment will be done within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>(b) Receipt of invoice from the Service Provider.</p>
Liquidated Damages	<p>If the contractor fails to supply the specified goods or to complete the work/services within the period (s) stipulated in the Contract, UNDP, without prejudice to its other funds under the contract, can deduct from payments due to the Contractor, as liquidated damages, a sum equivalent to 0.01% of the contract total value for each delayed calendar day. Once the delay reaches the maximum limit - 10% of the contract value, UNDP may consider termination of the contract.</p>

Evaluation Criteria	<p>1) The lowest-priced offers of technically qualified/responsive Bidders on detailed contents of the Annexes 1 and 2 will be selected.</p> <p>2) Full acceptance of the General Terms and Conditions (Annex 5) of the RFQ.</p> <p>Technical responsiveness will be determined based on compliance with the following requirements:</p> <p><b><u>Experience of the bidder:</u></b></p> <ul style="list-style-type: none"> <li>✓ A minimum of two (2) years of experience in event management;</li> <li>✓ Experience in successfully handling events and meetings between 25 to 50 attendees;</li> <li>✓ Experience in handling events for United Nations Organizations or similar organizations would be considered as an asset;</li> <li>✓ Demonstrated ability to handle multiple events throughout Turkmenistan during the same time;</li> <li>✓ Availability of Tax Payment Certificate;</li> <li>✓ Able to provide 2 positive recommendation letters;</li> <li>✓ Able to provide copies of the registration document, valid licenses and certificates, patents and other documents enabling the applicant to perform the appropriate type of work / services;</li> </ul> <p><b><u>Proposed Work Plan:</u></b></p> <ul style="list-style-type: none"> <li>✓ Understanding and responsiveness to UNDP's requirements/completeness of response (presented in an overview of entire event management process);</li> </ul> <p><b><u>Key personnel:</u></b></p> <ul style="list-style-type: none"> <li>✓ Availability of qualified staff capable delivering professional services in Russian and Turkmen languages. English language would be considered as an advantage;</li> </ul>
UNDP will award to	<p><input checked="" type="checkbox"/> One or maximum two bidders:</p> <ul style="list-style-type: none"> <li>- UNDP shall establish one or two <b>non-exclusive</b> LTAs. UNDP reserves the right to award the contract to one or several bidders if it serves in the best interest of UNDP. Once LTAs are awarded, selection of particular LTA holder will be through assignment of target quantities (quota) for each vendor, availability and/or work of event period.</li> </ul>
Type of Contract to be Signed	<p><input checked="" type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Long-Term Agreement</p> <ul style="list-style-type: none"> <li>✓ UNDP reserves the right to select either bidders to perform the services at any time during the duration of the Long-Term Agreement.</li> </ul>
Special conditions of Contract	<ul style="list-style-type: none"> <li>✓ n/a</li> </ul>
Conditions for Release of Payment	<ul style="list-style-type: none"> <li>✓ Written Acceptance of services based on full compliance with RFQ requirements;</li> <li>✓ Invoice (original);</li> </ul>
Bidders' Presentations	<p>UNDP may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost).</p> <p>Such bidders will be asked to give a presentation of their proposal followed by a question and answer session.</p>

Annexes to this RFQ	<ul style="list-style-type: none"> <li>✓ Instructions to Bidders (Annex 1)</li> <li>✓ Terms of Reference (Annex 2)</li> <li>✓ Form for Submission of Quotation/Financial proposal (Annex 3)</li> <li>✓ Form of description of previous work experience (Annex 4)</li> <li>✓ Template of UNDP Contract for Goods and/or Services / General Terms and conditions / special conditions (Annex 5)</li> </ul> <p>Non-acceptance of the terms of the General Terms and Conditions shall be a ground for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Aygul Atabayeva Procurement Associate E-mail: <a href="mailto:aygul.atabayeva@undp.org">aygul.atabayeva@undp.org</a></p> <p>Any delay in submitting the quotation to UNDP shall not be 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>

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 for supply and installation works, 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 for works/services 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 5.

UNDP is not bound to accept any quotation, nor award a contract / Purchase Order for supply and installation of equipment, 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 for supply and installation of equipment 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,



Aygul Atabayeva  
Procurement Associate

## **TERMS OF REFERENCE (TOR)**

### **1. Background**

UNDP Country Office and its projects regularly organizing conferences, workshops, seminars and meetings ("events") in respect of their programme implementation on the territory of Turkmenistan. To achieve cost efficiency from economies of scale while ensuring outstanding quality of services, UNDP in Turkmenistan wishes to consolidate all events management requirements and to conclude Long Term Agreements (LTAs) for a maximum period of three (3) years for events management services, including venue arrangement, printing, stationery and catering with specialized company. The successful company shall be contracted for an initial period of one year, and the contract shall be extended upon satisfactory evaluation of performance for further two additional years. The LTAs shall not guarantee an estimate volume of sales on the part of UNDP. Each UNDP project will contact the Service Providers separately regarding their requirements for the individual events covered by this TOR.

The contractor shall, upon request and receipt of duly authorized instructions, facilitate all necessary arrangements in organizing events in Ashgabat and velayat level. Specifically, the contractor shall do some or all of the following activities;

### **2. Purpose**

The objectives being to reduce transaction costs and lead-time in the purchase of event management services while ensuring transparency.

Based on last few years data, UNDP Turkmenistan spends annually approximately USD 125,948.57 on about 50-60 events often with 20-30 participants per event. UNDP, however, cannot warrant any minimum quantity of cases to be processed nor warrant any value will be spent in the future under the LTA. A typical event duration is 1-2 days in the following locations: Yyldyz and Archabil or similar standard Hotels, in the premises of the UN Building and sometimes in the premises of a project national partners of UNDP; examples include the premises of State Statistics Office, Ministry of Labour and Ministry of finance. Most of the conducted events take place in Ashgabat but sometimes UNDP may hold the events in Dashoguz, Turkmenabat and Avaza cities. The standard package of one event includes 2 coffee breaks, 1 lunch, training print outs, stationery supplies, interpretation/translation services. The peak season for events - mid Autumn and early Spring.

### **3. Scope of services**

The LTA with qualified Service Provider (s) would cover the following services.

- 1) Conference Package Services:
  - a) Venue including the required equipment and services (e.g., electronic equipment as needed such as laptops, printers, projectors, photocopier, laser pointers, etc., Wi-Fi connectivity, land-line telephone connectivity, stationery including flipcharts and notebooks: refer to further details below)
  - b) Registration desk
  - c) Lunch
  - d) Coffee/tea breaks
  - e) IT support
- 2) Hotel accommodation for participants, staff, and ancillary staff;
- 3) Catering services;
- 4) Translation and/ or interpretation services and both as requested;
- 5) Audio-visual and equipment;

- 6) Photography services and video recording services as requested;
- 7) Printing of workshop materials such as folders, notebooks, certificates, banners, leaflets, roll ups and/or photocopying;
- 8) Stationery for event participants (pens, folders, flash cards) and for event itself (flip charts, markers, color stickers);
- 9) General supervision of the event;
- 10) Management reports;
- 11) Financial reporting;

#### **4. Services to be furnished by the Service Provider**

The Service Provider shall upon request and receipt of duly authorized instructions from UNDP facilitate, organize and make all necessary arrangements for hosting the event(s).

The exact requirements for each event shall be instructed by “Call of Order” standard request to be issued by UNDP focal point. Template for “Call of Order” be provided to the successful company. This shall a well-defined description of the requirements include arranging rental of hotel/event venues and all associated facilities and services required for the event(s) as detailed below:

##### **4.1 General**

The Service Provider shall provide Event Management Services from 9.00 am to 6.00 p.m. (local time zone) during normal working days. In addition, Service Provider shall provide support services as needed during scheduled event hours (including nights, weekends and holidays as required). One of the Service Provider’s employees shall always be reachable by phone and email.

The official Event Management Services requirements shall be accorded the highest priority, noting that some of the events must be organized on short notice, thereby placing a priority on efficiency and rapid communication in handling all event management related matters. Under normal circumstances UNDP will give 2-4 weeks’ notice. Based on the provided event requirements, the Service Provider shall provide at least three competitive offers for provision the required Event Management Services to UNDP.

For audit purposes, an open book principle shall apply to support the operation between the Service Provider and UNDP. In addition, the Service Provider shall, upon request, substantiate all quotations by providing copies of original quotations from sub-contractors.

##### **4.2 Conference Package Services**

- ✓ Identify, recommend and provide the venue including arrangement of equipment & services as applicable for each event.
- ✓ Ensure all venue locations are safe and secure for accommodating UNDP/UN staff members.
- ✓ Ensure all venue and hotel locations have facilities for accommodating individuals with disabilities.
- ✓ Preference for conference event and hotel accommodations to be included in the same venue.
- ✓ The Service Provider shall provide at least three offers for requests for provision of Event Management Services and UNDP shall identify the most appropriate offer based on the three offers.
- ✓ The Service Provider will negotiate best rates with 3 select hotels/event venues in each identified city for UNDP staff to select when booking.
- ✓ Following which the Service Provider shall make the booking of the venue of the event in a timely manner upon receiving meeting request.
- ✓ During the process of identifying the event venue and as per UNDP’s request for each event, the Service Provider shall take into consideration the available facilities, such as adequate size, level of the hotels/ event venues and of required equipment/material as indicated below.
- ✓ The Service Provider shall arrange coffee breaks, lunches or catering services according to UNDP’s instruction.

- ✓ In case the event is to be conducted at a partner's premises, UNDP will provide a partner contact person. The Service Provider shall arrange the venue in accordance with UNDP's instruction.
- ✓ UNDP reserves the right to request changing the initial proposed venue by the Service Provider.
- ✓ The Service Provider will present and agree with designated UNDP focal point a detailed schedule of steps required for event arrangement and management.
- ✓ Availability of one dedicated event manager during the event (provide contact details).
- ✓ Availability of one dedicated IT Support during the event when required (provide contact details).

#### **4.3 Conference Room**

- ✓ The room should be sufficiently bright with natural day light.
- ✓ A minimum of 2 breakout rooms per conference room is available.
- ✓ LCD projector per conference room per day including: screen, remote control, laser pointer and 2 Speakers. LCD project should be accompanied by minimum 1 unit of each of the following adaptors: VGA to HDMI Adaptor, VGA to Display Port and Display Port to HDMI adaptor.
- ✓ A minimum of 2 wireless microphones for small and medium-sized conference rooms (25 people) and 4 pieces for large conference rooms (over 50 people).
- ✓ A minimum of 4 flipcharts per conference room per day with block of paper and a set of markers for each.
- ✓ A minimum of 2 white boards per conference room per day with set of markers and eraser for each.
- ✓ Free Wi-Fi internet connection for all participants.
- ✓ A minimum of 10 Universal Adapters per conference room per day.
- ✓ A minimum of one podium with one nick microphone.
- ✓ Pens and notepads per participants per day.
- ✓ Water and refreshments in the conference room: With/without gas 0.5 litres per person per day should be placed on the tables in the conference room.

#### **4.4 Catering services**

- ✓ In certain instances, the Service Provider may be requested to provide offers of catering services for events where the venues do not provide such requirement (UN Building or premises of national partners) or at the request of UNDP as appropriate.
- ✓ The Service Provider is expected to arrange quality and timely service as required.
- ✓ Welcome Coffee Break: A minimum set - Coffee, tea, milk, sugar.
- ✓ Two Coffee Breaks (morning and afternoon): A minimum set – water, juice, coffee, tea, milk, sugar, at least two types of soft drinks, at least two types of appetizers or dessert and fruits, and Vegetables.
- ✓ Lunch: A minimum set – hot lunch in a buffet style (at least 2 appetizers, 3 main courses including 1 vegetarian, 2 deserts, soft drink, at least 2 types of fresh juice, water, and coffee/tea).

#### **4.5 Translation and Interpretation**

- ✓ The Service Provider shall organize for timely translation and editing to /from English/Russian/Turkmen documents and on-site interpretation and booths with simultaneous equipment where required.
- ✓ The Service Provider shall arrange to hire qualified interpreters/translators and interpretation both as required.

#### **4.6 Audio-visual and equipment**

- ✓ The Service Provider shall provide audio visual and electronic equipment such as laptops, printers or copiers upon request.
- ✓ The Service Provider shall ensure the required equipment is checked before the event to ensure it is fully functional.



- ✓ The Service Provider shall arrange for fully functional electronic and audio-visual equipment and workshop materials (such as banners and/ or flags, other visual materials, wireless microphones, audio systems, video services, decoration and signs, photography and stationary), teleconference equipment, interpretation system (booth, system, receivers and headsets).
- ✓ In case that equipment is not available at the venue, the Service Provider shall provide offers from at least suppliers from outside of the venue based on consultation with UNDP.

#### **4.7 Photography and video recording services**

- ✓ The Service Provider shall provide timely professional photography and/ or video recording services as required.
- ✓ The Service Provider shall ensure the equipment is in good condition before the event to avoid any interruptions during the event.

#### **4.8 Printing services and workshop materials**

- ✓ Printing and/ or photocopying of workshop materials.
- ✓ The Service Provider shall provide quality and timely printing of workshop materials (such as folders, notebooks, certificates, banners, leaflets, roll ups) and/ or photocopying as per required specifications.
- ✓ Stationery for event participants (pens, folders, flash cards) and for event itself (flip charts, markers, color stickers);

#### **4.9 General Supervision of the event**

- ✓ The Service Provider shall provide secretarial services for assisting in events registration and coordination with hotel/event venue management throughout the events executing period. A representative of the Service Provider may be required to be at the venue throughout the event.
- ✓ The Service Provider shall organize the required services at the proposed agreed time.
- ✓ The Service Provider shall assign at least one focal point to provide the needed support during each event as per UNDP's instructions.
- ✓ The assigned focal point should be able to arrange for simultaneous events to fulfil a satisfactory level the requirements of each event separately in line with UNDP's requirements.
- ✓ The Service Provider's employees shall perform their functions in a highly efficient and
- ✓ professional manner in line with UNDP requirements.
- ✓ The Service Provider shall nominate the supervisor(s) responsible for the overall management of UNDP's events.

#### **4.10 Other Requirements:**

- ✓ The Service Provider should negotiate the best possible deals for UNDP with hotels/ event venues and other sub-contractors where UNDP shall have access to such deals, with consideration to competitive group rates and/ or UN rates, whenever applicable.
- ✓ Any information provided to the Service Provider in terms of location of event, number of participants and any other related information should be dealt with strict confidentiality.
- ✓ The Service Provider should have adequate capacity to provide services for VIP events and/ or VIP Guests (if any).

#### **4.11 Refunds**

- ✓ Any refunds, which, may accrue to UNDP, shall be processed timely subject to applicable regulations within one month of occurrence of the event.

#### **4.12 Service Provider Relations**

- ✓ **Service Provider shall not favour any sub-contractor when making reservations.**
- ✓ The Service Provider shall maintain excellent relations with all sub-contractors for the benefit of UNDP.
- ✓ UNDP shall appoint a focal point to organize Event Management Services under the LTA(s).

#### 4.13 Performance Evaluation and Review

- ✓ Key Performance Indicators in relation to this Long-Term Arrangement are given in the table below:

Description	Indicator
Response Time to Received Requests.	Written or email confirmation on receipt of event request immediately upon receipt.
Ability to arrange events on scheduled time.	Arrangement of event on the agreed dates and confirmation of availability of services within 48 hours of receipt of request.
Ability to provide competitive prices and negotiate rates with hotels/ event venues and other relevant suppliers.	Regular spot checks on received quotations from hotels/event venues and other relevant supplier and comparing quotes with the given market rate.
Availability of timely support.	Calls should be answered promptly. Hot line support during event hours in local time zone.
Provision of reports on managed and arranged events with required details such as place, amount, and number of participants.	Provision of the Report on Quarterly basis by the 15th of the following month.
Provision of interpretation services.	Feedback from UNDP focal point and requestor on quality of services received.
Submission of invoices and related documents.	Provision of invoices within 5 working days.
Customer Complaints.	All complaints should be addressed and resolved promptly.

The Service Provider shall meet periodically with UNDP to discuss issues of mutual concern, to review the Service Provider's performance and to discuss improvements, which the Service Provider or UNDP should make to achieve more effective Event Management Services and greater savings.

The Service Provider shall arrange meetings at least twice a year or more frequently if required to discuss events updates and other even management matters with UNDP. The Service Provider shall immediately make UNDP aware of major industry changes, which have a broad impact on its event management policy or procedures.

#### 4.14 Service Provider's Quality Assurance and Control:

- ✓ Quality assurance (QA) is the process of verifying whether service meets required customer expectations.
- ✓ The Service Provider shall therefore monitor on a regular and continual basis the quality of Event Management Services provided to UNDP to ensure participants satisfaction. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service provided to UNDP (this can be through a post-event survey for all meeting participants after each event).

- ✓ UNDP shall be notified of any deficiencies found and corrective action taken; such actions shall be included in the Service Provider's narrative report.
- ✓ UNDP reserves the right to conduct their own quality control surveys among meeting participants.
- ✓ The Service Provider warrants that the personnel assigned to handle UNDP event arrangements shall have a strong organization and coordination experience and shall constantly be trained to be kept up to date.
- ✓ Service Provider should make a deliberate attempt to provide different event management services of the highest quality to ensure customer satisfaction and value for money.
- ✓ Time Management is one of the most important elements of any event. The Service Provider shall ensure that all event logistical arrangements are run smoothly and on time by keeping very clear and concise communication with the key stakeholders
- ✓ The Service Provider put in place a Risk Management plan for respective events should any unexpected situations arise.

#### **4.15 Approval of Service Provider's Personnel**

- ✓ UNDP reserves the right to approve any employee, subcontractor or agent furnished by the Service Provider for performance of work under the Contract (hereinafter jointly referred to as "Service Provider's Personnel"). All Service Provider's Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work.
- ✓ UNDP may refuse access to or require replacement of any Service Provider's Personnel if such individual renders, in the sole judgment of UNDP, inadequate or unacceptable performance, or if for any other reason UNDP finds that such individual does not meet his/her security or responsibility requirements. The Service Provider shall replace such an individual within fifteen (15) business days of receipt of written notice from UNDP. The replacement will have the required qualifications, skills and experience.

#### **4.16 Engagement of Third Parties and use of In-house Resources**

- ✓ The Service Provider acknowledges that UNDP may elect to engage third parties to participate in or oversee certain aspects of the event and that UNDP may elect to use its in-house resources for performance of certain aspects of the project. The Service Provider shall at all times cooperate with and ensure that Service Provider and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNDP in-house resources.

#### **4.17 Brief Description on Placement of Order Procedures Under Each LTA:**

- ✓ A Request for event shall be initiated by UNDP staff via special template of Call of Order to be sent out to the Service Provider's assigned focal point.
- ✓ The Service Provider shall immediately confirm receipt of request for event via email.
- ✓ The Service Provide shall submit at least three offers from hotels/event venues or other suppliers as and when applicable, unless there is only one clearly identified hotel/ event venue, where UNDP will advise accordingly.
- ✓ If the received quotations by the service provider do not satisfy UNDP requirements in terms of pricing and location of hotel/ event venue, UNDP events management focal point may verify with other Service Providers to ensure value for money.

#### **4.18 Payment Terms:**

- ✓ Upon completion of an event the Service Provider shall submit its invoice for a particular event to UNDP focal point within 5 working days from the event closure. **The Service provider invoice shall list of all items for reimbursement and indicate in a separate line the amount of its management fee.**
- ✓ The rates shouldn't include VAT. All payments will be processed according to Zero VAT invoices. The price shall reflect any tax exemption to which UNDP may be entitled by reason of the immunity it enjoys. UNDP is, as a general rule, exempt from all direct taxes, custom duties and the like, and the

Contractor will consult with UNDP so as to avoid the imposition of such charges with respect to this contract and the goods supplied and/or services rendered hereunder.

- ✓ The Service Provider shall be responsible and settle all invoices with any supplier engaged into event preparation or any other party entitled to be paid, in a timely manner.
- ✓ UNDP shall process payment of Service Provider invoice(s) within maximum 30 days from the date of finalizing the invoice(s).

### FORM FOR SUBMITTING QUOTATION

*This Form must be submitted only using the SUPPLIER'S Official Letterhead*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to complete the services, listed in above, in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_\_:

Proposers shall use the template provided here in submitting their proposal.

#### **TABLE 1: EVENT MANAGEMENT SERVICES RATES**

The below table should include **only the Service Provider's fee without subcontractor's services cost. The rate is applied only for sourcing subcontractors whose services are not included into this pricelist and may apply for arrangement of event venue, conference room rent, meals, stationery, printing and other services.**

Proposers are to make sure that the proposed rates below will include the minimum requirements as mentioned in the TOR.

City Name	<u>Managing event venue/ catering/ printing and other services for up to:</u>		SERVICE FEE IN TMT (RATE PER 1 EVENT)	SERVICE FEE IN TMT (RATE PER 1 EVENT)	SERVICE FEE IN TMT (RATE PER 1 EVENT)
	Column Reference Number		I	II	III
	Type of Venues		Venue # 1: UN Building	Venue # 2: Hotel	Venue # 3: Partner premises
Ashgabat		<b>Up to 25 participants</b>			
	A	High season (spring-autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	B	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 50 participants</b>			
	C	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
Mary	D	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 25 participants</b>			
	E	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	F	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 50 participants</b>			
Turmenabat	G	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	J	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 25 participants</b>			
	K	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	L	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 50 participants</b>			
	M	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	N	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT

Dashoguz		<b>Up to 25 participants</b>			
	O	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	P	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 50 participants</b>			
	Q	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
Avaza / Turkmenbashi	R	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 25 participants</b>			
	S	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	T	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
		<b>Up to 50 participants</b>			
	U	High season (spring autumn)	0.00 TMT	0.00 TMT	0.00 TMT
	V	Low season (the rest)	0.00 TMT	0.00 TMT	0.00 TMT
<b>TOTAL AMOUNT OF FEE per venue</b>			<b>0.00 TMT</b> (total amount of all categories from A to V)	<b>0.00 TMT</b> (total amount of all categories from A to V)	<b>0.00 TMT</b> (total amount of all categories from A to V)
Average Fee representing <b>TOTAL AMOUNT OF SERVICE PROVIDER'S FINANCIAL OFFER</b> ((Total amount for Columns I+II+III)/3)			<b>0.00 TMT</b>		

The 1<sup>st</sup> year of the Long-Term Agreement does not allow a price adjustment mechanism on the basis of an evidence of price fluctuations in the input costs. Consequently, the prices offered shall be fixed for the entire duration of the 1<sup>st</sup> year of the LTA contract.

The bidders should specify whether the prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

**For the 2<sup>nd</sup> year of the contract (please, check one):**

☐ rate per event will remain fixed for the duration of the contract

☐ rate per event will increase yearly by a maximum percentage of \_\_\_\_% (specify, please)

**For the 3<sup>rd</sup> year of the contract (please, check one):**

☐ rate per event will remain fixed for the duration of the contract

☐ rate per event will increase yearly by a maximum percentage of \_\_\_\_% (specify, please)

**TABLE 2: Offer to comply with Other Conditions and Related Requirements**

Additional information pertaining to our Quotation are as follows:	Your answers		
	<i>Yes, we will comply</i>	<i>No, we will not comply</i>	<i>In the case of non-compliance, please indicate a counter-offer</i>
Compliance with TOR requirements			
Validity of the offer (60 days)			
Compliance with payment terms under paragraph 4.18 of the TOR			
All provisions of the UNDP General Terms and Conditions			
Other requirements:			

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][Date]*

TABLE WITH THE DESCRIPTION OF PREVIOUS EXPERIENCE

<b>№</b>	<b>Event Name</b>	<b>The name of the client and contact details (please provide a telephone number and email address)</b>	<b>Description of carried out works/services</b>	<b>Number of participants attending the event</b>	<b>Duration of Contract (from month/year to month/year)</b>
1					
2					
3					
4					
5					
6					
7					





Empowered lives.  
Resilient nations.

### Contract for Goods and/or Services

Between the United Nations Development Programme and [insert name of the Contractor]

1. <b>Country Where Goods Will be Delivered and/or Services Will be Provided:</b>	
2. <b>UNDP</b> <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. <b>Contract Reference (e.g. Contract Award Number):</b>	
4. <b>Long Term Agreement:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> [indicate as appropriate]	
5. <b>Subject Matter of the Contract:</b> <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. <b>Type of Services:</b>	
7. <b>Contract Starting Date:</b>	8. <b>Contract Ending Date:</b>
9. <b>Total Contract Amount:</b> [insert currency and amount in figures and words] 9a. <b>Advance Payment:</b> [insert currency and amount in figures and words or indicate “not applicable”]	
10. <b>Total Value of Goods and/or Services:</b> <input type="checkbox"/> <b>below US\$50,000 (Services only)</b> – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> <b>below US\$50,000 (Goods or Goods and Services)</b> – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> <b>equal to or above US\$50,000 (Goods and/or Services)</b> – UNDP General Terms and Conditions for Contracts apply	
11. <b>Payment Method:</b> <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. <b>Contractor’s Name:</b> Address:  Country of incorporation: Website:	
13. <b>Contractor’s Contact Person’s Name:</b> Title: Address:  Telephone number: Fax: Email:	
14. <b>UNDP Contact Person’s Name:</b> Title: Address:	

Telephone number: Fax: Email:
<b>15. Contractor's Bank Account to which payments will be transferred:</b> Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

## United Nations Development Programme

### GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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 deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or 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 delivery of the Goods and/or performance of the Services.

**2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

**2.3** 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.

**2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or 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 Goods and/or 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 Goods and/or Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services and/or deliver the Goods, 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 Goods and/or 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 Goods and/or 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 Goods delivered and/or 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 Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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.

4.1.4 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 delivery of the Goods and/or 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 delivery of the Goods and/or 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 delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods 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 Goods delivered in accordance with the Technical Specifications for Goods and/or 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 delivery of the Goods and/or 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.

**8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

**8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

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

**8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

**8.4** At the option of and in the sole discretion of UNDP:

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

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

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

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

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

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

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

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

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

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

**8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

**8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

**8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

**8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

**8.10** 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.

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

**9.1** Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

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

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

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

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

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

**10. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

**11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

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

**11.2 INSPECTION OF THE GOODS:** If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

**11.3 PACKAGING OF THE GOODS:** The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

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

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

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

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

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

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

**11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.



**11.9 TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

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

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

**12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**12.5** In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

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

**13.1** The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

**13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

**13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

**13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

**13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

**13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

**13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**14. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with 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.

**15. 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.

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

**16.1** 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.

**16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, 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.

**16.3** 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.

**16.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of 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.

**17. 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.

**18. 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:

**18.1** The Recipient shall:

18.1.1 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*,

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

**18.2** 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 18, the Recipient may disclose Information to:

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

18.2.2 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:

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

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

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

**18.3** 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.

**18.4** 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.

**18.5** 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.

**18.6** 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.

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

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

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

**19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas 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.

## **20. TERMINATION:**

**20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

**20.2** 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.

**20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

**20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

**20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

**20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

**20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

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

**22. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, 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.

**23. SETTLEMENT OF DISPUTES:**

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

**23.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) 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.

**24. 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.

**25. TAX EXEMPTION:**

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

**25.2** 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.

**26. MODIFICATIONS:**

**26.1** 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.

**26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

**26.3** The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

**27. AUDITS AND INVESTIGATIONS:**

**27.1** 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.

**27.2** 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.

**27.3** 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.

**27.4** 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.

## **28. LIMITATION ON ACTIONS:**

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

**28.2** 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.

**29. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 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.

**30. 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.

**31. 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 documents then in force at the time of signature of the Contract:

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

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

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

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** 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.

**32. 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.

**33. 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.

**34. 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.

**35. SEXUAL EXPLOITATION:**

**35.1** 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.

**35.2** 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.

**35.3** 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.

**36. 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.