



## REQUEST FOR QUOTATION (RFQ)

DATE: April 15, 2014

REFERENCE:

2014/09/RFQ - Procurement of Layout and Design Services of Online and Printed Publications and PowerPoint presentations in English and Russian for Regional Centre for Europe and the CIS in Istanbul, Turkey

Dear Sir / Madam:

We kindly request you to submit your quotation for 2014/09/RFQ - Procurement of Layout and Design Services of Online and Printed Publications and PowerPoint presentations in English and Russian for Regional Centre for Europe and the CIS in Istanbul, Turkey, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **Wednesday April 30, 2014 16:00 hours (Istanbul time)** electronically to the e-mail address: [procurement.rsci@undp.org](mailto:procurement.rsci@undp.org)

Quotations submitted by email must be limited to a maximum of eight (8)MB, virus-free and no more than eight (8) email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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. When submitting your quotation by email, kindly ensure that it is 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 supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> DAP <input checked="" type="checkbox"/> Electronic submission
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Exact Address/es of Delivery Location/s	<input checked="" type="checkbox"/> UNDP IICPSD, Eminönü Yalıköşkü Caddesi No 16 Floor 3, Fatih 34112 İstanbul, Turkey <input checked="" type="checkbox"/> E-mail address to be provided at contract signature	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> As per Delivery Schedule attached <i>(Table1 under Annex 1 to the RFQ)</i>	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER Electronic submission
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency	
Value Added Tax on Price Quotation <sup>2</sup>	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
Deadline for the Submission of Quotation	<i>Wednesday, April 30, 2014, 16:00 Istanbul Time</i>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Russian (as applicable)	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Evidence of qualifications listed under Section 4 of Annex 1 of the RFQ (Terms of Reference)	
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.	
	<input checked="" type="checkbox"/> Not permitted	

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

<sup>2</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another.

Partial Quotes	
Payment Terms <sup>3</sup>	<input type="checkbox"/> 100% upon complete delivery of goods <input checked="" type="checkbox"/> Others: Payment will be made in three installments:  - 20% upon submission and acceptance by the UNDP of a work plan – <b>5 May 2014</b> ; - 60% upon completion of services listed under section 2 (Description of Services Required covering products 1-40 as per attachment 1) – <b>30 October 2014</b> ; - 20% upon completion of all tasks and submission of all deliverables (including products 41-43 as per attachment 1), accepted by UNDP – <b>15 December 2014</b> .
Liquidated Damages	<i>"0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month (maximum of 10%). Thereafter, the contract may be terminated".</i>
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>4</sup> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed by 30 calendar days per deliverable
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements

<sup>3</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

<sup>4</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

Annexes to this RFQ <sup>5</sup>	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<i>Murat Akin</i> <i>Procurement Manager</i> procurement.rsci@undp.org  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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

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

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

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

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

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

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

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

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

*Zuzana Cerna*  
*Administrative Analyst*  
April 15, 2014

**Terms of Reference**  
**Layout and Design Services of Online and Printed Publications and PowerPoint presentations in English and Russian**

**United Nations Development Programme, Regional Service Center Istanbul**  
**HIV, Health and Development (HHD) Team**

**Type of Contract:** *Purchase order*  
**Languages Required:** *English, Russian*  
**Duration:** *April – 31 December 2014*  
**Location:** *Home-based*

## **1. Background**

The impact of health on development in the region of Eastern Europe and Central Asia (EECA) is especially important, due to economies and healthcare systems in transition, a growing HIV epidemic and significant challenges related to non-communicable diseases (NCDs).

The United Nations Development Programme is actively engaged in tackling the development aspects of health worldwide, pursuant the various UNDP mandates, as well as the UNDP Strategic Plan 2014-2017, which emphasizes the importance of health as one of the key factors for sustainable human development. As per the [UNAIDS division of labor](#), co-founding sponsor UNDP, in collaboration with the UN Joint Team on AIDS, provides policy advice and technical assistance in legislation reform, empowerment of key populations most at risk of HIV, gender and HIV issues. As a partner of WHO, UNDP provides input in various development aspects of NCDs, including under the [Framework Convention on Tobacco Control](#) (FCTC). In the process of contributing to health and development related programmes and services, UNDP generates a substantial number of knowledge products and tools that inform national actors on various health development priorities and aim to facilitate the implementation of health and development-related programmes.

UNDP seeks layout and publication design services to support this process with the following specifications:

## **2. Description of Services Required**

Under the supervision of the designated UNDP Regional HHD staff the contractor is expected to provide the following services:

- a) Provide a detailed work plan with timeline for the design of the documents listed below when final numbers of pages, charts, tables and illustration is provided and abide by the approved work plan.
- b) After receiving the final texts for the publications, the designer will:

- i. Submit the preliminary layouts (Documents will be prepared in A4 format with 4 color combinations) for discussion with UNDP (3 samples of the cover, 2 samples of the inside layout)
  - ii. Revise the selected layouts as discussed with UNDP
  - iii. Design and layout the publications, including covers and back covers
  - iv. Submit the publications to UNDP for proofreading (2 rounds of corrections to be covered under the resulting contract)
  - v. Ensure all corrections have been inserted
  - vi. Obtain a final sign off from UNDP before submitting electronic files to the printer
  - vii. Prepare the electronic files for the printer
  - viii. Send electronic files to printer and, if instructed, liaise with printer during printing process, receive and mark up final blueprint with final corrections from UNDP
  - ix. Make final corrections to electronic files
  - x. Create PDFs from final electronic file for UNDP Web posting
  - xi. Where indicated in the list of publications below, produce the files in the Russian language
- c) Propose template/format and after receiving the final texts for PowerPoint presentations ensure consistency and professional layout/design of PowerPoint presentations subject to approval by the Supervisors.

**3. Deliverables:** Files for online publication and printing of the reports, handbooks, briefing notes and presentation templates, as described below:

- a. Country reports on sustainable financing of HIV responses in Belarus, Bosnia and Herzegovina, Croatia, Kazakhstan, Montenegro, Russia, Serbia, Tajikistan and Uzbekistan (English and Russian);
- b. Report on economic modeling of national HIV responses in Tajikistan and Uzbekistan (English and Russian);
- c. Regional Regulatory Framework Report for Belarus, Kazakhstan, Tajikistan, Russia and Uzbekistan (English and Russian);
- d. Regional Regulatory Framework Report for Armenia, Azerbaijan, Georgia, Kyrgyzstan, Moldova and Ukraine (English and Russian);
- e. Regional Report for Belarus, Kazakhstan, Tajikistan, Russia and Uzbekistan on the role of NGOs in HIV services (English and Russian);
- f. Sub-regional South Eastern Europe report on sustainable financing of HIV response (English);
- g. Regional Report on the Social Economic and Environmental Determinants of Health - SEEDs (English);
- h. Handbook -Legal awareness for people living with HIV and key populations most at risk of HIV in EECA region (English and Russian);

- i. Rapid Assessment Reports on Waste management in the health sector – Tajikistan, Uzbekistan (English and Russian) and Zimbabwe (English);
- j. Waste Management Policy Report (English);
- k. Waste Management Toolkit (English);
- l. Report on Patient Rights in the EECA region (English);
- m. 10 policy briefing notes based on country and regional reports on sustainable financing for HIV responses (English and Russian);
- n. 10 PowerPoint presentations (English and Russian) – covering sustainable financing of HIV responses country and regional reports and 1 PowerPoint presentation covering the main findings and outcomes of the waste management initiative.

For full list with estimated number of pages, graphs, figures and other please see **Table 1**.

#### **4. Qualifications**

- 1. Contractor with at least 3 years of relevant experience as graphic designer;
- 2. Contractor with good track record of at least three relevant projects with similar focus - *designing and laying out flagship publications, handbooks, PowerPoint presentations and other knowledge products*;
- 3. Contractor must have experience in designing multiple language versions, especially English and Russian;
- 4. Contractor must be experienced in commercial print management;
- 5. Contractor with demonstrated experience working with international organizations including UN agencies and/or multi-national corporations (Dell, Intel Coca Cola, etc.).

#### **5. Duration**

The resulting contract would cover a period beginning *from the date of contract signature and ending 31 December 2014*. UNDP reserves the right to rescind this agreement due to unsatisfactory performance by the contractor.

#### **6. Location: Home-based**



**Table 1:** Detailed list of reports, briefing notes and presentations with estimated number of pages, graphs, figures and other.

#	Item	Description	Language	Estimated pages	Graphs, charts, tables	Production deadline
1	Report	Economic modeling of national HIV responses: three scenarios. Tajikistan	English	70	15	15 May 2014
2	Report	Economic modeling of national HIV responses: three scenarios. Uzbekistan	English	65	15	15 May 2014
3	Report	Regional Report on the Social Economic and Environmental Determinants of Health (SEEDs)	English	110	12	15 May 2014
4	Report	Rapid Assessment on waste management in the health sector – Tajikistan	English	60	10	15 May 2014
5	Report	Rapid Assessment on waste management in the health sector – Uzbekistan	English	60	10	15 May 2014
6	Report	Rapid Assessment on waste management in the health sector – Zimbabwe	English	100	10	30 May 2014
7	Report	Rapid Assessment on waste management in the health sector – Tajikistan	Russian	75	10	30 May 2014
8	Report	Rapid Assessment on waste management in the health sector – Uzbekistan	Russian	75	10	30 May 2014
9	Presentation	1 PowerPoint covering the findings/results of waste management initiative	English	20 slides	8-10	6 June 2014
10	Report	Waste management policy report	English	35	9	15 June 2014
11	Toolkit	Waste management toolkit	English	40	15	15 June 2014
12	Report	Economic modeling of national HIV responses: three scenarios. Tajikistan.	Russian	85	15	15 June 2014
13	Report	Economic modeling of national HIV responses: three scenarios. Uzbekistan	Russian	85	15	15 June 2014
14	Report	Regional Regulatory Framework Report for Belarus, Kazakhstan, Tajikistan, Russia and Uzbekistan	English	120	19	30 June 2014
15	Report	Regional Regulatory Framework Report for Belarus, Kazakhstan, Tajikistan, Russia and Uzbekistan	Russian	140	19	30 June 2014

16	Report	Sustainable financing of national HIV response in Belarus	English	60	10	30 June 2014
17	Report	Sustainable financing of national HIV response in Tajikistan	English	100	15	30 June 2014
18	Report	Sustainable financing of national HIV response in Uzbekistan	English	70	10	30 June 2014
19	Report	Sustainable financing of national HIV response in Kazakhstan (comparative)	English	55	10	30 June 2014
20	Report	Sustainable financing of national HIV response in Russia (comparative)	English	100	25	30 June 2014
21	Presentation	5 PowerPoint presentations covering findings/results of sustainable financing country and regional reports	English	10-12 slides per presentation	5 per presentation	30 June 2014
22	Briefing notes	5 policy briefing notes based on country and regional reports addressing sustainable financing for HIV responses	English	20	3	30 June 2014
23	Report	Sustainable financing of national HIV response in Belarus	Russian	70	10	18 July 2014
24	Report	Sustainable financing of national HIV response in Tajikistan	Russian	125	15	18 July 2014
25	Report	Sustainable financing of national HIV response in Uzbekistan	Russian	80	10	18 July 2014
26	Report	Sustainable financing of national HIV response in Kazakhstan (comparative)	Russian	70	10	18 July 2014
27	Report	Sustainable financing of national HIV response in Russia (comparative)	Russian	120	25	18 July 2014
28	Presentation	5 PowerPoint presentations covering findings/results of sustainable financing country and regional reports	Russian	10-12 slides per presentation	5 per presentation	25 July 2014
29	Briefing notes	5 policy briefing notes based on country and regional reports addressing sustainable financing for HIV responses	Russian	20	3	31 July 2014
30	Report	Sustainable financing of national HIV response in Bosnia and Herzegovina	English	70	10	15 August 2014
31	Report	Sustainable financing of national HIV response in Croatia (comparative)	English	75	10	15 August 2014
32	Report	Sustainable financing of national HIV response in Montenegro	English	55	10	15 August 2014

33	Report	Sustainable financing of national HIV response in Serbia	English	70	10	15 August 2014
34	Presentation	5 PowerPoint presentations covering findings/results of sustainable financing country and regional reports	English	10-12 slides per presentation	5 per presentation	15 August 2014
35	Briefing notes	5 policy briefing notes based on country and regional reports addressing sustainable financing for HIV responses	English	20	3	15 August 2014
36	Handbook	Legal awareness for people living with HIV and key populations most at risk of HIV in EECA region	Russian	30	5	31 August 2014
37	Handbook	Legal awareness for people living with HIV and key populations most at risk of HIV in EECA region	English	25	5	31 August 2014
38	Report	Sub-regional South Eastern Europe report on sustainable financing of HIV response	English	150	20	15 September 2014
39	Report	Regional Report for Belarus, Kazakhstan, Tajikistan, Russia and Uzbekistan on the role of NGOs in HIV services	English	100	15	15 September 2014
40	Report	Regional Report for Belarus, Kazakhstan, Tajikistan, Russia and Uzbekistan on the role of NGOs in HIV services	Russian	120	15	30 October 2014
41	Report	Regional Regulatory Framework Report for Armenia, Azerbaijan, Georgia, Kyrgyzstan, Moldova and Ukraine	English	120	20	15 November 2014
42	Report	Regional Regulatory Framework Report for Armenia, Azerbaijan, Georgia, Kyrgyzstan, Moldova and Ukraine	Russian	140	20	15 November 2014
43	Report	Patient rights in the EECA region report	English	200	12	10 December 2014

## Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>7</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>8</sup>)*

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

**TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	<b>Total Prices of Goods<sup>9</sup></b>				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Country/ies Of Origin:			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty on documents prepared			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

<sup>7</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>9</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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

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

*[Designation]*

*[Date]*

## General Terms and Conditions

### General Terms and Conditions for Services

#### 1.0 LEGAL STATUS:

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

#### 2.0 SOURCE OF INSTRUCTIONS:

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

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

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

#### 4.0 ASSIGNMENT:

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

#### 5.0 SUB-CONTRACTING:

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

#### 6.0 OFFICIALS NOT TO BENEFIT:

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

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

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

## **10.0 TITLE TO EQUIPMENT:**

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

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

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

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

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for



purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## 15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

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

## 17.0 PRIVILEGES AND IMMUNITIES:

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

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

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

#### **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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