



## REQUEST FOR QUOTATION

UNDP IRH RBEC	DATE: May 23, 2017
	REFERENCE: UNDP-IRH-RFQ-2017-07

Dear Sir / Madam:

We kindly request you to submit your quotation for “**UNDP-IRH-RFQ-2017-07 Consulting for Introduction of Integrated Case Management for Employment and Social Welfare Users in the Western Balkan Economies**”, 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 **May 31, 2017** and via  **e-mail** to the address below:

### United Nations Development Programme

Tugce Akpek  
***procurement.irh@undp.org***

Quotations submitted by email must be limited to a maximum of **10MB**, virus-free and no more than **3 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. 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 supply of the abovementioned services:



Deadline for the Submission of Quotation	<input checked="" type="checkbox"/> <b>31<sup>st</sup> May 2017 by 17:00</b> pm Istanbul time (UTC+03:00) (by e-mail)
Pre-tender meeting	Not applicable
Delivery Schedule	<input checked="" type="checkbox"/> Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
After-sales services required	<input checked="" type="checkbox"/> N/A
Language of the offer	English
<b>Documents to be submitted</b>	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1. Financial Quotation Form Annex 4 shall include cost breakdown and in USD VAT excluded prices.</p> <p><input checked="" type="checkbox"/> Company Profile (brief of your company and experience) and Quality Certificate if any (e.g., ISO 9001, ISO 14001 and other, etc.) and/or other similar certificates, accreditations, awards and citations received</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate (a copy);</p> <p><input checked="" type="checkbox"/> Reference list of relevant projects in company's portfolio – please mark at least two (see TOR for more info).</p> <p><input checked="" type="checkbox"/> Readily available references from clients are welcome or send us the contact details/e-mails for reference check;</p> <p><input checked="" type="checkbox"/> CVs of the personnel assigned and relevant projects indicated (as per qualification requirements in the TOR )</p> <p><input checked="" type="checkbox"/> Financial offer expressed in USD, VAT excluded, per deliverables.</p> <p>Each deliverable shall have detailed budget break down</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> not permitted
Deadline for submitting requests for clarifications/ questions	<p>3 days before the deadline</p> <p>Q&amp;A will be posted at UNDP web site (please check the web site: <a href="http://www.undp.org">www.undp.org</a> for any updates)</p>



Place of delivery:	UNDP RBEC, IRH
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services in each deliverable - within 30 calendar days after delivery subject to written acceptance of services delivery duly signed and stamped by UNDP and provision of original invoice.  Each deliverable is subject to prior approval for payment release.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <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 checked="" type="checkbox"/> Institutional Contract
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods/Services by UNDP based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> TOR (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 3) <input checked="" type="checkbox"/> Financial Quotation Form (Annex 4)  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)	<i>Ms. Tugce Akpek</i> <i>Procurement Assistant</i> <i>procurement.irh@undp.org</i>  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.

Services 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.

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, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

Thank you and we look forward to receiving your quotation.



## Terms of Reference (TOR)

### **Piloting Integrated Case Management for Employment and Social Welfare Users in the Western Balkan economies (Albania, Bosnia and Herzegovina, FYR Macedonia, Kosovo<sup>1</sup>, Montenegro and Serbia)**

#### **BACKGROUND**

UNDP Istanbul Regional Hub in cooperation with International Labour Organisation (ILO) is implementing a sub-regional project Promoting Inclusive Labour Market Solutions in the Western Balkans to assist national actors in Albania, Bosnia and Herzegovina, former Yugoslav Republic of Macedonia, Kosovo\*, Montenegro and Serbia in their efforts to enhance the inclusiveness of their labour markets. To achieve this, the project pilots and promotes integrated approaches to employment and social policies, as well as collaborative practices in service provision between Public Employment Services and Centres for Social Welfare, and with civil society organisations.

The project consists of three mutually interlinked outputs:

- Improvement of labour market governance through expansion of institutional capacities of Public Employment Services (PES) and Centres for Social Welfare (CSW) to develop integrated support and outreach to individuals at risk of exclusion:
- Innovative solution fostering inclusive labour markets through piloting and/or scaling up new tools and approaches to reach those who are most distant from the labour market; and
- Promoting convergence towards EU and global practice through peer learning.

The project addresses the above issues at central, local and grassroots levels in order to impact policies and programmes pursued by the national Ministries of Labour and Social Policies (MLSPs), working modalities of national and local level branches of PESs and CSWs, but also of social partners, private sector and civil society. Since the project focuses on policy and institutional barriers that create adverse labour market outcomes, in particular for the unemployed and inactive population facing different and multiple vulnerabilities, it targets the long-term unemployed and those who are least likely to be reached by standard active labour market policies and conventional practices currently used by the PES and CSW.

This consultancy will support Project's Output 1: Improvement of labour market governance through

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<sup>1</sup> References to Kosovo shall be understood to be in the context of Security Council resolution 1244 (1999).



expansion of institutional capacities of PESs and CSWs to develop integrated support and outreach to individuals at risk of exclusion.

Both PESs and CSWs as specialised and separate agencies offer different but also partial solutions to individuals excluded from socio-economic life. In some cases, PES and CSWs have the same users- for example long term unemployed, social assistance users, persons with disabilities, Roma as well as members of other target groups identified by labour market policies (young persons, women, etc). While delivering their services, these two agencies follow their own mandate and logic, both using various models of personal advisors and service entry points which are very rarely linked. As a result, complex needs of many users who require both cash and care services delivered by social policy mechanisms and support services raising their employability enabling access to labour market cannot be met adequately. In turn, lack of synchronisation of social and labour market policies interventions results in sub-optimal outcomes for users of both systems.

One of the approaches to create links between social and labour market interventions is a design of model of services for personalised route to labour market through creation of a cross-sectoral package of services. A need for a cross-sectoral package of different support services can be identified in most of the national employment and social policy documents. Creation of such packages and their delivery is complex and often discouraging in reality since it requires additional time (and sometimes skills and decision/makers approval) to identify similarities in terms of methodology, pro-active and open attitude towards other agency and inclusion of different actors from private sector and civil society and to agree joint approaches and forms of formal cooperation.

Individual case management is identified as a method which can support creation of integrated package of social and labour market policy activities involving a number of state and non-state actors delivering services resulting in labour market inclusion of individuals with complex needs. While there are diverse definitions of case management in different contexts and systems (i.e. social work, health care etc) there are certain similarities which point to a possible umbrella approach to key elements of case management. These imply that case management refers to linking user to the service system and coordination of the various components of the system to achieve a successful outcome. The five case management activities include: i) needs assessment in cooperation with user; ii) planning (i.e. creation of individualised action plans); iii) linking (i.e. bringing needed service providers together and agreeing on who is going to do when, with what inputs to achieve overall goal); iv) monitoring (representative of one agency or case manager is in charge to monitor the timeliness, adequacy and quality of services provided, and this is done in cooperation with a user); v) advocacy (case manager is also an advocate for the user needs with other actors involved).

Case management method is relevant for both PESs and CSWs since, as stated above, both institutions work with users with complex needs requiring a range of services which neither PES nor CSW can deliver on their own, and since sometimes they 'share' users. In this latter case management method is particularly important as it reduces the time both institutions spend working with particular clients. The method requires the assignment of a key worker, sometimes known as a case manager, responsible for arranging, coordinating, and monitoring the package of services best tailored to meet the needs and wishes of a user. Such a case manager is usually, but not necessarily, a statutory social worker. Within the



model proposed through this project case manager can be PES counsellor trained to use the method, and he/she focuses on labour market inclusion aspects of service provision. Case manager elaborates with the individual clear plan to promote social reintegration, labour market inclusion and ensures access to entitlements promoting overall well-being. It is also important that key workers advocate on behalf of their clients and ensure that gaps in services are brought to the attention of higher levels of local and regional governments. Elements of a case manager's role and, crucially, the services themselves, may be provided by a range of service providers, including not-for-profit and, in some cases, for profit organizations.

## **DUTIES AND RESPONSIBILITIES**

In accordance with the projects goal to expand institutional capacities of Public Employment Services (PES) and Centres for Social Welfare (CSW) to develop integrated support and outreach to individuals at risk of exclusion (and specifically for persons with disabilities) and under the supervision and support of the IRH Social Inclusion and Employment Specialists, International consultant will:

### **Task 1 - Assess methods currently used by PESs and CSWs in the region supporting labour market inclusion of hard-to-employ groups and individuals with a view to identify:**

- Innovative methods/interventions used resulting in sustainable outcomes from the perspective of hard-to-employ users, and persons with disabilities in particular, of PES and CSW services;
- Solutions that aim to meet the needs of different groups by allowing for diversity. Such solutions go beyond standard responses by CSW and PES with respect to the content of the services provided, and with respect to involvement of partners (state, non-state/ CSOs and for-profit) be it formal, semi-formal or non-formal cooperation;
- Use of social mentorship as tool to support work place retention of new workers with no or very limited work history;
- Champions in use of (or attempts to introduce) case management in each country/territory participating in the project.

### **Task 2 - Develop guidelines and toolkits, including training material for individual case management to be used by both PESs and CSWs when working with identified hard to employ individuals.**

Based on assessment carried out under activity 1 (above) and on the good examples of case management use for labour market inclusion in the European Union Member States, the international consultant will develop guidelines and toolkits for individual case management to be used by both PES and CSW. The main purpose of these guidelines and toolkits is a labour market inclusion of hard to employ users of CSW and/or PES. However, they will not be limited to detailing actions and services needed to personalise routes to employment exclusively, but will aim to look at overall well-being and living conditions of clients (and their families) in order to provide holistic assessment and integrated solutions.



Guidelines should include on integration of case management into workflow processes within PES and CSW:

- Protocols for cooperation between PES and CSW;
- Proposal for joint supervision and management of interventions implemented by both CSW and PES (joint supervision could refer to assigning a representative on a decision making level from one agency and/or senior advisor from the Ministry of Labour and Social Policy);
- Codes for cooperation with civil society organisations and for -profits (if and where applicable);
- Proposal for ways to institutionalise innovative models of collaborative work between PES and CSW.
- Toolkits should include:
  - Working definition of individual case management ;
  - Step by step model of needs assessment, service planning, coordination and monitoring of services provided;
  - Protocols for individual plans development ;
  - Code of ethics (focusing on interactions with users);
  - Qualifications and experiences required from case managers (in CSW and PES);
  - Capacity development support and supervision for case managers.

**Task 3 - Capacity expansion of PES and CSW staff in designing and use of individual case management method for labour market inclusion of disadvantaged individuals and groups. This will be done through a set of trainings (for trainers) for national consultants and selected PES and CSW staff from each country participating in the project. Civil society organisations working on empowerment of disadvantaged groups for labour market inclusion and social mentorship will also be invited to participate in these trainings. Capacity expansion activities include:**

- Adapt the guidelines and toolkits into training materials for a training of trainers workshop;
- Develop Agenda and methodology for training of trainers;
- Deliver two-day train the trainers workshops for national consultants and CSW and PES champions (20 participants);
- Given that national/consultants, trainers will form initial pool of experts working on individual case management, international consultant will cooperate with them during the project: they will provide required inputs and will serve as a liaison with national counterparts in different stages of the project. Upon request the international expert shall support national consultants in adapting training package and agenda for CSW and PES workers to national context.

**Task 4 - Provide back stopping to national experts in delivering to end beneficiaries**

Based on training materials and methodology developed by the international expert, national consultants shall adapt the agenda, methodology and main concepts to the local context and deliver two two-day trainings to CSW, PES and CSO representatives. International Consultant might be





requested for assistance in reviewing training materials and/or coaching national experts on technical or methodology related questions.

Overview of activities (to be approved by IRH Regional Project Manager and Social Inclusion Specialist, based on feedback and inputs from National Project Coordinators):

Activity 1. Virtual meeting with local experts (estimated work input: 1 w/days; deadline: 10 June 2017);

Activity 2. Desk review of relevant documents/methods currently used by CSW and PES (estimated work input: 5 w/days; deadline: 20 June 2017);

Activity 3. Develop guidelines and toolkits in line with above proposed structure (estimated work input: 15 w/days; deadline: 15 July 2017);

Activity 4. Develop agenda, methodology and training materials for the Training of Trainers workshop (estimated work input: 4 w/days; deadline: 5 September 2017);

Activity 5. Conduct Training of Trainers workshop (estimated work input: 3 w/days; deadline: 15 September 2017);

Activity 6. Prepare exit report (estimated work input: 2 w/days; deadline: 15 November 2017);

Activity 7. Provide remote support to national experts in adapting guidelines, toolkits and training materials to relevant national context (This activity is optional and is subject to upon request) (work input: Up to 6 w/days; deadline: 31 October 2017).

### **Deliverables:**

- Deliverable 1 - A report (circa 30 pages) assessing the methods currently used by PESs and CSWs in the region supporting labour market inclusion of hard-to-employ groups and individuals, and persons with disabilities, including dimension described under Task 1 in the Section on Duties and Responsibilities. Report will be based on inputs provided by national consultants who will work under the guidance of IRH and COs specialists and international consultant (Activity 1 and Activity 2).
- Deliverable 2 - Guidelines on integration of case management into workflow processes within PES and CSW, including aspects described under Task 2 in the Section on Duties and Responsibilities. Report will be based on the assessment of the existing policy and institutional framework and present practices as well as relevant experience from EU member states (Activity 3).
- Deliverable 3 - Training toolkits and materials, covering aspects described under Task 2 in the Section on Duties and Responsibilities (Activity 3).
- Deliverable 4 - Design agenda, deliver two-day workshop for national consultants/trainers, write an exit report circa 5 pages long focusing on capacity development needs and follow up (Activity 4, Activity 5 and Activity 6).



- Deliverable 5 - Provided back-stopping to national experts in preparation and/or delivery of training for end beneficiaries (Activity 7 - (This activity is optional and is subject to upon request)).

## QUALIFICATION REQUIREMENTS

**The Bidder** shall have a record of minimum 2 (two) projects of comparable nature and scope. Should have minimum 8 years of experience in the field of social policy issues and labour market integration of hard to employ groups. Should have services, researches or expertise on issues of case management and integrated inter-agency service delivery.

The scope of work requires an interdisciplinary team of skilled professionals with previous experience in similar projects. Team members shall possess excellent relevant technical skills to successfully implement the assignment.

The team of experts shall be able to respond to the requirements of the following mandatory areas of expertise:

	<b>Team members and/or areas of expertise</b>	<b>Qualification requirements</b>
<b>1.</b>	Team Leader/Key Expert	<ul style="list-style-type: none"> <li>• PHD in social policy, labour economics, sociology, Minimum 8 years of international experience working on social policy issues and labour market integration of hard to employ groups;</li> <li>• Proven experience of at least 5 years of work on issues of case management and integrated inter-agency service delivery;</li> <li>• Minimum 3 years of experience in training design and delivery or other relevant development field.</li> <li>• Excellent writing, editing, and oral communication skills in English.</li> </ul>
<b>2</b>	Expert 1	<ul style="list-style-type: none"> <li>• MA in social policy, labour economics, sociology, Minimum 5 years of international experience working on social policy issues and labour market integration of hard to employ groups;</li> <li>• Proven experience of at least 3 years of work on issues of case management and integrated inter-agency service delivery;</li> </ul>



		<ul style="list-style-type: none"> <li>• Excellent writing, editing, and oral communication skills in English.</li> </ul>
3	Expert 2	<ul style="list-style-type: none"> <li>• MA in social policy, labour economics, sociology, Minimum 8 years of international experience working on social policy issues and labour market integration of hard to employ groups;</li> <li>• Proven experience of at least 3 years of work on issues of case management and integrated inter-agency service delivery;</li> <li>• Excellent writing, editing, and oral communication skills in English.</li> </ul>
4	Other team members	

**NOTES:**

- Failure to provide adequate expertise and assign qualified personnel in areas of expertise is considered grounds for disqualification.
- The estimated number of required expert-days per areas of expertise indicated in the table above is to serve for orientation purposes only. Bidder may adjust the expert-days number in accordance with their proposed methodologies and qualifications of team members.
- The number of planned man-days per expert/area of expertise needs to be indicated in the proposal.

**Other staff and resources**

The Bidder shall ensure that all other necessary staff and additional technical resources required for efficient finalization of the work within the required time-framework will be provided.

**Terms and Conditions**➤ *Action Plan*

The proposed activities should be divided in following phases after which the verification of the performance shall be made:

- submission of the report on the methods currently used by PESs and CSWs in the region for supporting labour market inclusion of hard-to-employ groups (Deliverable 1);
- submission of the guidelines on integration of case management into workflow processes within PES and CSW (Deliverable 2);



- submission of training toolkits for training of trainers and PES and CSW counsellors (Deliverable 3);
- delivery of the training and submission of exit report (Deliverable 4);

• *Review and external quality assurance*

Review of the deliverables may be carried out by an independent expert or expert team upon UNDP request.

• *Duration of the assignment*

Maximum available time for development of the Plan is 41 working days upon signing of contract but not later than 15 November 2017.

• *Additional costs*

The Bidder shall calculate the possible costs for field work, transportation, logistics aimed for successful finalization of the assignment. UNDP shall not accept any additional expenses which aren't included in the company's financial offer.

• *Reporting requirements*

The Key expert shall report to UNDP. The Bidder shall prepare following reports:

- Inception report with proposed work plan for implementation of the Case management model – not later than 15 days from signing of the contract;
- Exit Report – not later than 15 November 2017.

• *Submission of data*

All data acquired during the assignment will be in the ownership of the UNDP and cannot be used by the Bidder.

• *Payment schedule*

The payment will be done in 4 (four) installments:

1. 20% paid upon submission of deliverable 1
2. 30% paid upon submission of deliverable 2
3. 20% paid upon submission of deliverable 3
4. 30% paid upon submission of deliverable 4 and 5

**Evaluation:**

Technical responsiveness/Full compliance to requirements based on fail/pass criteria and lowest price

<b>Mandatory document for submission</b>			
		Pass	Fail
1	Duly Accomplished Form as provided in Annex 2, and in accordance with the list of		



	requirements in Annex 1. Financial offer expressed in USD, VAT excluded		
2	Brief Bidders' profile and company's registration document		
3	Reference list of min. 2 (two) projects of comparable nature and scope		
4	Readily available references are welcome or list of clients with contact details for reference check		
5	As in line with aforementioned qualification requirements of CVs of Team Leader and team members (Statement of availability shall be provided by the individual expert if not an employee of the Bidder as stated below)		
6	Financial offer expressed in USD, VAT excluded		
7	Competence/qualification of proposed team		

<p><b>Declaration: (Statement of availability)</b></p> <p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member <span style="float: right;">Date Signed</span></p>	
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**FORM FOR SUBMITTING SUPPLIER'S QUOTATION**  
*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ UNDP-IRH-RFQ-2017-07:

Nr.	Deliverables	Related Activity	Annex 4 - Price Schedule Form Nr.	Percentage of Total Price (Weight for payment)	Price (VAT excluded)
1	upon submission of the report on the methods currently used by PESs and CSWs in the region for supporting labour market inclusion of hard-to-employ groups (Deliverable 1)	1,2	1	15%	
2	upon submission of the guidelines on integration of case management into workflow processes within PES and CSW	3	2	35%	
3	upon submission of training toolkits for training of trainers and PES and CSW counsellors	3	3	20%	
4	upon delivery of the training and submission of exit report as well as provided back-stopping to national experts in preparation and/or delivery of training for end beneficiaries	4,5,6,7 <sup>2</sup>	4	30%	
	Total			100%	

*\*This shall be the basis of the payment tranches*

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]  
**Stamp**

<sup>2</sup> (Activity 7 is optional and is subject to upon request)

## General Conditions for Professional Services

### 1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

### 3. 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. 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. 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 with the provisions of this Contract.

### 6. 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. 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. 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 its 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:
  - (i) Name UNDP as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
  - (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

#### **12. 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 the United Nations in connection with its business or otherwise.

#### **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**



- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, 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.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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. 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. 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. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.