

## REQUEST FOR PROPOSAL (RFP)

National Open Bidding	DATE: 13 <sup>th</sup> February, 2020
	REFERENCE: RFP/018/IND-2020

Dear Sir / Madam,

We kindly request to submit your proposal for “**Private Sector Integration for SDGs**”.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

- Annexure 1 – Description of Requirements
- Annexure 2 – Terms of Reference
- Annexure 3 – Form for submitting service provider’s Technical proposal
- Annexure 4 – Form for submitting service provider’s Financial proposal
- Annexure 5 – General Terms and Conditions of the Contract

Proposals may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Proposals must be submitted in the online e-tendering system in the following link:  
<https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using:

**Username:** event.guest  
**Password:** why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in English language, and valid for a minimum period of Ninety (90) days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on “**Accept Invitation**”.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it is submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each document shall include the Proposer’s name and address. The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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 Proposal. 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 or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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 Service Provider to prevent and avoid 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, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers 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 Proposal.

Yours sincerely,

Jagdish Singh  
Procurement Unit  
UNDP, India

**Description of Requirements**

Context of the Requirement	<p>India requires a significant increase in funding to achieve the SDGs. According to UNCTAD the total requirement to achieve the 17 SDGs in India is \$0.96 trillion. Based on historic spending, this translates to a gap of approximately \$0.5 trillion representing around one quarter of India's GDP. The private sector plays a critical role - it has the potential to be a catalyst and accelerator of sustainable development.</p> <p>In order to achieve SDGs there is a strong need for business action on SDGs where in businesses can integrate SDG in the core business strategy and operations, supporting SDGs by establishing effective partnerships and addressing SDGs by philanthropy and CSR initiatives.</p> <p>The business action on SDG can be driven by four pillars that engage business for SDG action. The four pillars are: Understating of SDGs and their relevance, understanding of risks and opportunities of SDGs and well-defined priorities, effective reporting, communication and monitoring of SDG performance goals and fostering collaboration with different civic bodies and governments.</p> <p>Globally several governments have adopted different approaches for measuring business action on SDGs. Some of the approaches include Working with business associations to obtain data as available, using government statistical data and information, using existing legislation to create structure for companies to report on their SDG contributions and inviting business to voluntarily report on their SDG contributions.</p> <p>NITI Aayog undertook the extensive exercise of measuring India and its States' progress towards the SDGs for 2030 and published the SDG India Index. The SDG India Index intends to provide a holistic view on the social, economic and environmental status of the country and its States and UTs. It has been designed to provide an aggregate assessment of the performance of all Indian States and UTs, and to help leaders and change makers evaluate their performance on social, economic and environmental parameters.</p> <p>The United Nations Resident Coordinators Office (UNRCO), India, is supporting NITI Aayog as it works to develop a similar model for businesses where in the businesses can disclose their performance on SDGs and voluntarily commit to action.</p>
Implementing Partner of UNDP	UNRCO - UNDP
Brief Description of the Required Services	<p>The objective of the overall project is to,</p> <ul style="list-style-type: none"> <li>i) <b><i>assess corporate action on SDGs;</i></b></li> <li>ii) <b><i>create an enabling environment; and</i></b></li> <li>iii) <b><i>review and validate impact.</i></b></li> </ul> <p>The UNRCO/ UNDP aim to hire a service provider that can assist in developing such a model for business. Shortlisted service provider is expected to identify top industry segments prominent in India and create an SDG mapping of the sector thereby establishing the current position of the sectors and the impact opportunities. With stakeholder consultation, various risk profiles, media scan and sector priorities, service provider can create heat maps of sectors and their relevance to the different SDGs. Using these heat maps and value mapping of the sectors, an SDG Business Assessment Report</p>

	will be developed that can give an enabling environment for businesses to act on SDGs, assess their performance on SDGs and set targets for further action.
List and Description of Expected Outputs to be Delivered	<p><b>Establish the baseline</b></p> <ul style="list-style-type: none"> <li>Service provider is expected to collect the baseline information on performance of businesses on SDGs using the primary, secondary research and keeping national indicator framework and SDG India Index as reference point</li> <li>Service provider is expected to look at sectoral trends and map the top 5 sectors that are likely to make significant contribution towards realization of SDGs. (Some of the aspects of such assessment may include economic performance, growth of sector, influence and magnitude of impact towards realization of SDGs etc). While establishing the baseline, the service provider is expected to review information that should include: <ul style="list-style-type: none"> <li>Secondary information through sources e.g. websites, published documents, literature review, and any information from any other reliable source giving an overview of performance of business on SDGs w.r.t sustainability</li> <li>Existing available ESG and sustainability reporting methodologies such as (but not limited to) GRI Standards, SASB, IR etc.</li> <li>Trends and performance of various organizations as covered in their annual report or reports submitted to SEBI and other publicly available information sets.</li> <li>Identification of data sources where such information might be available and mapping various metadata pointers w.r.t SDG targets and indicators.</li> <li>Sector level datasets that clearly indicate the rationale of sector performance w.r.t sustainability</li> <li>Primary information meetings or call with at least 2 major companies, and relevant stakeholders in each of the 5 shortlisted sectors.</li> </ul> </li> <li><u>Deliverable: SDG baseline report for 5 sectors</u></li> </ul> <p><b>Identify 3 sectors for pilot study</b></p> <ul style="list-style-type: none"> <li>Based on the previous step and understanding of sectoral performance of Indian industries, service provider is expected to define a rationale matrix for identification and selection of sectors and potential early adopters (businesses) for the pilot study</li> <li>Service provider should engage with stakeholders to get a buy-in for participating in study</li> <li>Service provider should identify list of coordination bodies/entities / organizations through which consultations will happen and organize round tables with companies in each sector to communicate the objectives of the study and seek necessary inputs</li> <li><u>Deliverable: Identification of sectors for the pilot study</u></li> </ul> <p><b>Identify data points for assessing performance of companies in the identified sectors</b></p> <ul style="list-style-type: none"> <li>Service provider will develop an assessment criteria for companies in the sector, based on the availability of current information in the public domain and disclosures (such as GRI, SASB, IR etc as highlighted in Step 1)</li> <li>Service provider is expected to deep dive into each sector to identify data points and data sources that can be used to capture the data of companies around their current performance/impact w.r.t SDGs</li> <li>Data points from the top 100 listed companies in the sector will be studied for this. This may also expand to include the relatively smaller companies via outreach bodies such as associations etc. Some of the criteria for</li> </ul>

	<p>identification of companies may include the magnitude of impact they create and the economic performance. The top 100 list may further be extended to the top 500 listed companies if required.</p> <ul style="list-style-type: none"> <li>▪ Prepare a compilation of all data pointers and identify any gap in the information. Service provider is also expected to define the appropriate research method based sampling methodology that will be used to identify companies for validating the data points with companies (by methods such as open targeted public consultations, industry stakeholder feedbacks etc.)</li> <li>▪ Submit findings to relevant stakeholders.</li> <li>▪ <u>Deliverable: Analysis &amp; summary of data points for assessing the impact of companies w.r.t SDGs</u></li> </ul> <p><b>Map the Value Chain of High Priority Sectors w.r.t impact on SDGs</b></p> <ul style="list-style-type: none"> <li>▪ Service provider is expected to map the upstream and downstream value chain of the priority sectors and define a clearly articulated vision of the impact the sector might have on SDGs</li> <li>▪ The exercise will define the operational boundary of the value chain w.r.t the potential areas of significant influence so that there is no duplication across segments.</li> <li>▪ Map sector level priorities with business alignment for SDGs</li> <li>▪ Develop sector level KPIs for tracking progress and impact of sector on contributing towards achieving the SDGs (w.r.t business action and SDG targets &amp; indicators)</li> <li>▪ Organize workshops with stakeholders from each sector to validate the framework.</li> <li>▪ <u>Deliverable: Sector SDG Impact Framework</u></li> </ul> <p><b>Develop Assessment Matrix for the companies to measure their performance w.r.t SDG</b></p> <ul style="list-style-type: none"> <li>▪ Develop assessment matrix for assessing the performance of businesses w.r.t impact on SDGs. (<i>Assessment matrix may include aspects such as the current performance of business on SDG aspects, commitment to action, integration of SDGs in their operations</i>).</li> <li>▪ Based on the value chain, the service provider is expected to develop self-assessment questionnaire for the top 100 listed companies in the sector to assess their performance based on the sector, set targets for their contribution and identify gaps.</li> <li>▪ Align the assessment framework with leading evaluation matrices such as the SDG Seal developed by UNDP SDG Impact.</li> <li>▪ <u>Deliverable: Assessment Matrix for companies</u></li> </ul> <p><b>Draft the SDG Business Assessment Report</b></p> <ul style="list-style-type: none"> <li>▪ Using the assessment matrix for companies, draft a report with sectoral SDG assessments based on each of the 'Sector SDG Impact Framework(s)'</li> <li>▪ Service provider is expected to work closely with the coordination agencies and other stakeholders to engage businesses for using the sectoral SDG assessment as a monitoring tool for SDG alignment and related actions</li> <li>▪ <u>Deliverable: SDG Business Assessment Report</u></li> </ul>
Person to Supervise the Work/Performance of the Service Provider	Private Sector Specialist, UN Resident Coordinators Office (UNRCO)
Frequency of Reporting	Linked to deliverables mentioned in the ToR (Annexure-2)
Progress Reporting Requirements	Electronic Reports

Location of work	New Delhi, India
Expected duration of work	Seven Months
Target start date	23 February 2020
Latest completion date	23 September 2020
Travels Expected	Travel as per the requirement of ToR.
Special Security Requirements	<input checked="" type="checkbox"/> Others [Not Applicable]
Facilities to be provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Indian Rupees (INR)
GST on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of GST, which will be paid extra as applicable.
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposer shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted
Payment Terms	Refer Annexure-2, Terms of Reference
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Private Sector Specialist, UN Resident Coordinators Office
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Minimum score to pass in technical evaluation is 70%. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for Preliminary Examination of Proposals	<ul style="list-style-type: none"> <li>• Technical proposal is submitted separately from Financial Proposal</li> <li>• Financial proposal must be password protected. If not, proposal will get rejected.</li> <li>• Latest Certificate of Registration of Business submitted</li> <li>• Is the Offeror, or any of its joint venture member, included in UN</li> </ul>

	Security Council 1267 List and List of Suspended and Removed Vendors
Criteria for Essential Eligibility/Qualification	<ul style="list-style-type: none"> <li>▪ The service provider should have at least 6 years of experience in drafting and compiling insightful mapping or landscape reports covering the private sector and should have demonstrated research and analysis capacity.</li> <li>▪ The service provider must have demonstrated expertise of at least 5 years in evaluating and engaging in depth with the private sector.</li> <li>▪ The service provider should have at least three engagements/assignments incorporating sectoral SDG alignment ideally with the private sector.</li> <li>▪ It is preferable for the service provider to have an experience of at least one project studying or analysing international businesses in context of SDGs</li> </ul>
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li>☑ Expertise and experience of the service provider (30 marks)</li> <li>☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (20 marks)</li> <li>☑ Qualification and experience of Team Leader (10 marks)</li> <li>☑ Qualification and experience of Key Personnel (10 marks)</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	☑ One and only one Service Provider
Deadline of Bid Submission	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).</p> <p><b><u>PLEASE NOTE:-</u></b></p> <ol style="list-style-type: none"> <li>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</li> <li>2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</li> </ol>

Conditions and Procedures for electronic submission and opening, if allowed	<p><input checked="" type="checkbox"/> One file, containing Technical proposal (including CVs, registration certificate and all supporting documents).</p> <p><input checked="" type="checkbox"/> One file, containing Financial Proposal (password encrypted). Password <u>must</u> not be provided to UNDP until it is formally requested by UNDP focal point.</p> <p>Note: We prefer submitting pdf version of files. If one file is too bulky, may split into 4-5 files.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Jagdish Singh, Procurement Unit  <a href="mailto:jagdish.singh@undp.org">jagdish.singh@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Who can apply	<p>Proposals are invited from the institutions/organizations only.          Proposal submitted by Individuals will not be accepted.</p>



## **Terms of Reference**

### **Background**

India requires a significant increase in funding to achieve the SDGs. According to UNCTAD the total requirement to achieve the 17 SDGs in India is \$0.96 trillion. Based on historic spending, this translates to a gap of approximately \$0.5 trillion representing around one quarter of India's GDP. The private sector plays a critical role - it has the potential to be a catalyst and accelerator of sustainable development.

In order to achieve SDGs there is a strong need for business action on SDGs where in businesses can integrate SDG in the core business strategy and operations, supporting SDGs by establishing effective partnerships and addressing SDGs by philanthropy and CSR initiatives.

The business action on SDG can be driven by four pillars that engage business for SDG action. The four pillars are: Understating of SDGs and their relevance, understanding of risks and opportunities of SDGs and well-defined priorities, effective reporting, communication and monitoring of SDG performance goals and fostering collaboration with different civic bodies and governments.

Globally several governments have adopted different approaches for measuring business action on SDGs. Some of the approaches include Working with business associations to obtain data as available, using government statistical data and information, using existing legislation to create structure for companies to report on their SDG contributions and inviting business to voluntarily report on their SDG contributions.

NITI Aayog undertook the extensive exercise of measuring India and its States' progress towards the SDGs for 2030 and published the SDG India Index. The SDG India Index intends to provide a holistic view on the social, economic and environmental status of the country and its States and UTs. It has been designed to provide an aggregate assessment of the performance of all Indian States and UTs, and to help leaders and change makers evaluate their performance on social, economic and environmental parameters.

The United Nations Resident Coordinators Office (UNRCO), India, is supporting NITI Aayog as it works to develop a similar model for businesses where in the businesses can disclose their performance on SDGs and voluntarily commit to action.

### **Scope of Work**

The objective of the overall project is to, *i) assess corporate action on SDGs; ii) create an enabling environment; and iii) review and validate impact*. The UN aims to hire a Service provider that can assist in developing such a model for business. Shortlisted service provider is expected to identify top industry segments prominent in India and create an SDG mapping of the sector thereby establishing the current position of the sectors and the impact opportunities. With stakeholder consultation, various risk profiles, media scan and sector priorities, service provider can create heat maps of sectors and their relevance to the different SDGs. Using these heat maps and value mapping of the sectors, an SDG Business Assessment Report will be developed that can give an enabling environment for businesses to act on SDGs, assess their performance on SDGs and set targets for further action.

### **Deliverables**

#### **Step 1: Establish the baseline**

- Service provider is expected to collect the baseline information on performance of businesses on SDGs using the primary, secondary research and keeping national indicator framework and SDG India Index as reference point.

- Service provider is expected to look at sectoral trends and map the top 5 sectors that are likely to make significant contribution towards realization of SDGs. (Some of the aspects of such assessment may include economic performance, growth of sector, influence and magnitude of impact towards realization of SDGs etc). While establishing the baseline, the service provider is expected to review information that should include:
  - Secondary information through sources e.g. websites, published documents, literature reviews, and any information from any other reliable source giving an overview of performance of business on SDGs w.r.t sustainability
  - Existing available ESG and sustainability reporting methodologies such as (but not limited to) GRI Standards, SASB, IR etc.
  - Trends and performance of various organizations as covered in their annual report or reports submitted to SEBI and other publicly available information sets.
  - Identification of data sources where such information might be available and mapping various metadata pointers w.r.t SDG targets and indicators.
  - Sector level datasets that clearly indicate the rationale of sector performance w.r.t sustainability
  - Primary information meetings or call with at least 2 major companies, and relevant stakeholders in each of the 5 shortlisted sectors.
- Deliverable: SDG baseline report for 5 sectors

## **Step 2: Identify 3 sectors for pilot study**

- Based on the previous step and understanding of sectoral performance of Indian industries, service provider is expected to define a rationale matrix for identification and selection of sectors and potential early adopters (businesses) for the pilot study
- Service provider should engage with stakeholders to get a buy-in for participating in study
- Service provider should identify list of coordination bodies/entities/organisations through which consultations will happen and organize round tables with companies in each sector to communicate the objectives of the study and seek necessary inputs
- Deliverable: Identification of sectors for the pilot study

## **Step 3: Identify data points for assessing performance of companies in the identified sectors**

- Service provider will develop an assessment criteria for companies in the sector, based on the availability of current information in the public domain and disclosures (such as GRI, SASB, IR etc as highlighted in Step 1)
- Service provider is expected to deep dive into each sector to identify data points and data sources that can be used to capture the data of companies around their current performance/impact w.r.t SDGs
- Data points from the top 100 listed companies in the sector will be studied for this. This may also expand to include the relatively smaller companies via outreach bodies such as associations etc. Some of the criteria for identification of companies may include the magnitude of impact they create and the economic performance. The top 100 list may further be extended to the top 500 listed companies if required.
- Prepare a compilation of all data pointers and identify any gap in the information. Service provider is also expected to define the appropriate research method based sampling methodology that will be used to identify companies for validating the data points with companies (by methods such as open targeted public consultations, industry stakeholder feedbacks etc.)
- Submit findings to relevant stakeholders.
- Deliverable: Analysis & summary of data points for assessing the impact of companies w.r.t SDGs

## **Step 4: Map the Value Chain of High Priority Sectors w.r.t impact on SDGs**

- Service provider is expected to map the upstream and downstream value chain of the priority sectors and define a clearly articulated vision of the impact the sector might have on SDGs
- The exercise will define the operational boundary of the value chain w.r.t the potential areas of significant influence so that there is no duplication across segments.
- Map sector level priorities with business alignment for SDGs
- Develop sector level KPIs for tracking progress and impact of sector on contributing towards achieving the SDGs (w.r.t business action and SDG targets & indicators)

- Organize workshops with stakeholders from each sector to validate the framework.
- Deliverable: Sector SDG Impact Framework

#### **Step 5: Develop Assessment Matrix for the companies to measure their performance w.r.t SDG**

- Develop assessment matrix for assessing the performance of businesses w.r.t impact on SDGs.  
(Assessment matrix may include aspects such as the current performance of business on SDG aspects, commitment to action, integration of SDGs in their operations).
- Based on the value chain the service provider is expected to develop self-assessment questionnaire for the top 100 listed companies in the sector to assess their performance based on the sector, set targets for their contribution and identify gaps.
- Align the assessment framework with leading evaluation matrices such as the SDG Seal developed by UNDP SDG Impact.
- Deliverable: Assessment Matrix for companies

#### **Step 6: Draft the SDG Business Assessment Report**

- Using the assessment matrix for companies, draft a report with sectoral SDG assessments based on each of the 'Sector SDG Impact Framework(s)'.
- Service provider is expected to work closely with the coordination agencies and other stakeholders to engage businesses for using the sectoral SDG assessment as a monitoring tool for SDG alignment and related actions.
- Deliverable: SDG Business Assessment Report

### **Schedule of payments**

The duration of the assignment will be from the signing of the contract till the culmination of the revised documentation of instrument structures.

#	Deliverable	Duration from signing of contract	% Payment of the contract amount
1.	Signing of the contract and sharing of methodology of work as per the scope of the Terms of Reference	within 2 weeks	10%
2.	<b>Establish the baseline &amp; Identify 3 sectors for pilot study</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 1:</b> SDG baseline report for 5 sectors</li> <li>▪ <b>Deliverable 2:</b> Identification of sectors for the pilot study</li> </ul>	within 10 weeks	20%
3.	<b>Identify data points for assessing performance of companies in the identified sectors</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 3:</b> Analysis &amp; summary of data points for assessing the impact of companies w.r.t SDGs</li> </ul>	within 16 weeks	20%
4.	<b>Map the Value Chain of High Priority Sectors w.r.t impact on SDGs</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 4:</b> Sector SDG Impact Framework</li> </ul>	within 20 weeks	20%
5.	<b>Develop Assessment Matrix for the companies to measure their performance w.r.t SDG</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 5:</b> Assessment Matrix for companies</li> </ul>	within 24 weeks	20%
6.	<b>Draft SDG Business assessment</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 6:</b> SDG Business Assessment</li> </ul>	within 28 weeks	10%

	Report		
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## FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL

**(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>1</sup>)**

[insert: Location].  
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

### B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

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<sup>1</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are other Key Personnel, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

[Name and Signature of the Service Provider's  
Authorized Person]

[Designation]

[Date]

## FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

### A. Cost Breakdown per Deliverable\*

<b>Deliverables</b>	<b>Percentage of Total Price</b>	<b>Price (Lump Sum, All Inclusive)</b>
Signing of the contract and sharing of methodology of work as per the scope of the Terms of Reference	10%	
<b>Establish the baseline &amp; Identify 3 sectors for pilot study</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 1:</b> SDG baseline report for 5 sectors</li> <li>▪ <b>Deliverable 2:</b> Identification of sectors for the pilot study</li> </ul>	20%	
<b>Identify data points for assessing performance of companies in the identified sectors</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 3:</b> Analysis &amp; summary of data points for assessing the impact of companies w.r.t SDGs</li> </ul>	20%	
<b>Map the Value Chain of High Priority Sectors w.r.t impact on SDGs</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 4:</b> Sector SDG Impact Framework</li> </ul>	20%	
<b>Develop Assessment Matrix for the companies to measure their performance w.r.t SDG</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 5:</b> Assessment Matrix for companies</li> </ul>	20%	
<b>Draft SDG Business assessment</b> <ul style="list-style-type: none"> <li>▪ <b>Deliverable 6:</b> SDG Business Assessment Report</li> </ul>	10%	
<b>Total</b>	<b>100%</b>	<b>INR.....</b>

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

### B. Cost Breakdown by Cost Component:

<b>Description of Activity</b>	<b>Remuneration per Unit of Time (in INR)</b>	<b>Total Period of Engagement (in days)</b>	<b>No. of Personnel</b>	<b>Total Amount (INR)</b>
<b>I. Personnel Services*</b>				
1. Team Leader				
2. Team Member1				
3. Team Member2				
4. Any other personnel				
<b>II. Other related expenses</b>				
1. Travel & accommodation				
2. Communications				
3. Others, if any				
<b>Total</b>				<b>INR.....</b>

\* Structure of the team is to be proposed by Proposer in accordance to their understanding of the ToR.

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

**GENERAL TERMS AND CONDITIONS FOR  
INSTITUTIONAL (DE MINIMIS) CONTRACTS**

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

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

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

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

**2. OBLIGATIONS OF THE CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

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

**4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this



Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

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

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

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

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

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

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

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

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

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

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

## **5. ADVANCE PAYMENT:**

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

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

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

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

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

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

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

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

**8. RESPONSIBILITY FOR EMPLOYEES:**

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

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

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

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

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

**12. INSURANCE AND LIABILITY:**

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

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

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

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

**12.4.1** Name UNDP as additional insured;

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

**12.4.3** Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any

cancellation or change of coverage.

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

**13. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

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

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

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

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

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

**16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

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

**17.1** The Recipient shall:

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

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

**17.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 17, the Recipient may disclose Information to:

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

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

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

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

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

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

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

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

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

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

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

**18.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**18.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

## **19. TERMINATION:**

**19.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days'

notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

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

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

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

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

**21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**22. SETTLEMENT OF DISPUTES:**

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

**22.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 22.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

**24. TAX EXEMPTION:**

**24.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and

charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

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

**26. AUDITS AND INVESTIGATIONS:**

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

**26.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**26.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

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

**27. LIMITATION ON ACTIONS:**

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

**27.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

essential terms to the relevant national authorities for appropriate legal action.

**29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**30. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

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

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

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

**30.4** UNDP Vendor Sanctions Policy; and

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

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**31. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

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

**33. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**34. SEXUAL EXPLOITATION:**

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

**34.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**34.3** UNDP shall not apply the foregoing standard relating to age in any case in which the

Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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