



REQUEST FOR QUOTATION

TEKLİFE DAVET

	DATE: June 12th, 2020 TARİH: 12 Haziran 2020
	REFERENCE: UNDP-TUR-RFQ(CO3)-2020/24

Dear Sir / Madam:

We kindly request you to submit your quotation for **Procurement of Field Survey for National Opinion Poll to Measure the Level of Confidence and Satisfaction of the Citizens with the Work of Internal Security Forces (ISFs)**, as detailed in Terms of Reference provided as 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 **23:59hrs (GMT + 3), June 26th, 2020** and via *e-mail* to the e-mail address below:

United Nations Development Programme (UNDP)
 Yıldız Kule, Yukarı Dikmen Mahallesi, Turan Güneş
 Bulvarı, No:106, 06550, Çankaya, Ankara/Turkey
Attn: Ipek Sezgin
Project Manager, UNDP
Fax No: +90 312 496 14 63
E-mail Address: tr.procurement@undp.org

It shall remain your responsibility to ensure that your quotation will reach the address above, on or before the deadline. Quotations 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 note that Turkish version of this RFQ and its Annexes are given only for reference purposes. In case of an inconsistency between Turkish and English versions, the English version shall prevail.

Please take note of the following requirements and conditions pertaining to provision of the services:

Subject of Procurement

Procurement of Field Survey for National Opinion Poll to Measure the Level of Confidence and

Sayın İlgili:

Teklif Davet Ek 1 'de verilen, Şartname 'de detaylandırılan İç Güvenlik Kuvvetleri'nin (İGK) Faaliyetleri Hakkında Vatandaşların Güven ve Memnuniyet Düzeyini Ölçmek için Ulusal Kamuoyu Yoklamasının Saha Çalışmaları Satın Alımı için teklifinizi saygılarımızla rica ederiz. Teklifinizi lütfen Ek 2 'de sunulmuş formun rehberliğinde hazırlayınız.

Teklifler aşağıda belirtilen e-posta adresine, 26 Haziran 2020 tarihinde saat 23:59'a (GMT + 3) kadar e-posta yolu ile teslim edilebilir:

Birleşmiş Milletler Kalkınma Programı (UNDP)
 Yıldız Kule, Yukarı Dikmen Mahallesi, Turan Güneş
 Bulvarı, No:106, 06550, Çankaya, Ankara/Türkiye
İlgili Kişi: İpek Sezgin
Proje Müdürü, UNDP
Faks No: +90 312 496 14 63
E-posta Adresi: tr.procurement@undp.org

Teklifin belirtilen tarihte veya öncesinde, ilgili adrese ulaşması sizin sorumluluğunuzdadır. Belirtilen tarih ve saatten sonra UNDP'ye teslim edilen teklifler hangi sebeple olursa olsun, değerlendirmeye alınmayacaktır. Teklifinizi e-postayla gönderiyorsanız, imzalandığından ve .pdf formatında olduğundan ve virüslerden veya bozuk dosyalardan arındırılmış olduğundan emin olun.

İhale dokümanının Türkçe versiyonu sadece referans amaçlı verilmektedir. Türkçe ve İngilizce versiyonları arasında tutarsızlık olması halinde İngilizce versiyonu geçerli olacaktır.

Teklifinizi hazırlarken lütfen aşağıda belirtilen hizmetler ile ilgili gereklilikleri ve koşulları dikkate alınız:

Satın Almanın Konusu

İç Güvenlik Kuvvetleri'nin (İGK) Faaliyetleri Hakkında Vatandaşların Güven ve Memnuniyet

Satisfaction of the Citizens with the Work of Internal Security Forces (ISFs)	<i>Düzeyini Ölçmek için Ulusal Kamuoyu Yoklamasının Saha Çalışmaları Satın Alımı</i>
<u>Deadline for Submission of Quotations</u> 26.06.2020 23:59hrs (GMT + 3) Quotations submitted later than the date and time specified above shall not be accepted. UNDP does not take any responsibility of any delay caused by the internet server, mail, parcel or courier service or any other appointee. It is strongly recommended to the Offerors to take the respective measures for the prevention of these delays.	<u>Son Teklif Verme Tarihi</u> 26.06.2020 23:59 (GMT + 3) <i>Yukarıda belirtilen tarih ve saatten sonra verilen teklifler kabul edilmeyecektir. UNDP, internet sunucusu, posta, kargo veya kurye şirketlerinden veya görevlendirdikleri kişilerden kaynaklanan gecikmelerden sorumlu olmayacaktır. İsteklilerin bu tip gecikmelere karşı tedbir almaları şiddetle önerilmektedir.</i>
<u>Currency of Quotation</u> TRY	<u>Teklifin Para Birimi</u> TRY
<u>Value Added Tax (VAT) on Price Quotation</u> The price quotations must be exclusive of VAT. United Nations and its subsidiary organs are exempt from taxes. It is the Offeror's responsibility to learn from relevant authorities (Ministry of Treasury and Finance) and/or to review and confirm published procedures and to consult with a certified public accountant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.	<u>Fiyat Teklifinde Katma Değer Vergisi (KDV)</u> <i>Fiyat teklifleri KDV hariç olarak hazırlanacaktır. Birleşmiş Milletler ve bağlı kuruluşları vergilerden muaftır. KDV ile ilgili bütün içerik ve uygulama yöntemlerinin ilgili kurumlardan (Hazine ve Maliye Bakanlığı) öğrenilmesi ve/veya yayımlanmış mevzuatın incelenmesi ve teyit edilmesi, gerektiğinde bir yeminli mali müşavir ile görüşülmesi teklif sahibinin sorumluluğundadır.</i>
<u>Period of Validity of Quotes starting from the deadline for Submission of quotation</u> 90 days In exceptional circumstances, UNDP may request the Offeror to extend the validity of their 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.	<u>En Son Teklif Verme Tarihinden İtibaren Tekliflerin Geçerlilik Süresi</u> 90 gün <i>İstisnai durumlarda, teklif sahiplerinden tekliflerinin geçerlilik süresini Teklife Davet dokümanında belirtilen süreden daha geç bir tarihe ertelenmesi talep edilebilir. Teklif sahibi, böyle bir durumda, teklifte herhangi bir değişiklik olmaksızın, sure uzatımını yazılı olarak teyit eder.</i>
<u>Documents that <u>Must</u> be Submitted by The Offeror to Establish Qualification</u> a) Trade Registry Gazette: Copy of the Trade Registry Gazette showing the establishment of the company b) Chamber Registration: (i) Real person entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce/industry/tradesmen and craftsmen or any other corresponding chamber. (ii) Legal entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce and/or industry. c) Signature Authority: (i) Offerors who are Real Bodies: The original version of the notarized Authority to Sign document. (ii) Offerors who are Legal Bodies Original or notarized copy of the Trade Registry Gazette showing the latest status indicating the partners, members or founders of the legal entity and	<u>Teklif Sahibi Tarafından Sunulması Zorunlu Dokümanlar</u> a) Ticaret Sicili Gazetesi: Şirketin kuruluş ilanını gösteren Ticaret Sicil gazetesi kopyası b) Oda Kaydı: (i) Gerçek kişi istekliler: Kayıtlı olunan ticaret veya sanayi odasından veya esnaf ve sanatkârlar odasından veya ilgili meslek odasından, teklife davet tarihinin ya da son başvuru tarihinin içinde bulunduğu yılda alınmış, ilgili odaya kayıtlı olduğunu gösterir belgenin aslı. (ii) Tüzel kişi istekliler: İlgili mevzuat gereği kayıtlı olunan ticaret ve/veya sanayi odasından, Teklife Davet tarihinin ya da son başvuru tarihinin içinde bulunduğu yılda alınmış, tüzel kişiliğin odaya kayıtlı olduğunu gösterir belge aslı. c) İmza Yetkisi: (i) Gerçek kişi istekliler: Noter tasdikli imza beyannamesi örneğinin aslı. (ii) Tüzel Kişi İstekliler: İlgisine göre tüzel kişiliğin ortakları, üyeleri veya kurucuları ile tüzel kişiliğin yönetimindeki görevlileri belirten son durumu gösterir Ticaret Sicil Gazetesi'nin aslı veya noter tasdikli kopyası veya bu

<p>officials in the administration of the legal entity, and notarized signatory circulars and the original version of the notarized Authority to Sign document.</p> <p>d) Quality Certificates: ISO 20252 and ISO 27001 certifications</p> <p>e) Copy of GAB2 Certificate</p> <p>f) Copy of TÜAD (Turkish Association of Researchers) and/or ESOMAR (European Society for Opinion and Marketing Research) Membership Certificate(s)</p> <p>g) Previous Similar Experience: At least one Reference Letter or Work Completion Certificate demonstrating previous similar experience regarding face-to-face field survey(s) consisting of at least 5000 interviews, in which tablets were used.</p> <p>h) Previous CAPI (Computer Assisted Personal Interviewing) Experience: At least one information note (as stipulated in Annex 4) demonstrating previous CAPI experience regarding a project completed within the last 5 years and comprising at least 1000 specimens.</p> <p>i) Previous CATI (Computer Assisted Telephone Interviewing) Experience: At least one information note (as stipulated in Annex 4) demonstrating previous CATI experience regarding a project completed within the last 5 years and comprising at least 1000 specimens.</p> <p>j) CV of the Central Coordinator</p> <p>k) Submission of each page of the RFQ and its Annexes duly signed and stamped</p> <p>l) Mode of Submission of Offers: Electronic Submission</p> <p>UNDP has the right to request the CVs and proof documents of any of the Contractor's personnel throughout contract validity. In case the CVs and/or the proof documents provided does not fulfil any of the criteria stipulated within the Terms of Reference, UNDP has the right to immediately terminate the Contract without making any further payments.</p>	<p><i>hususları tevsik eden belgeler ile tüzel kişiliğin noter tasdikli imza sirküleri ve noter tasdikli yetki belgesinin aslı.</i></p> <p><i>d) Kalite Sertifikaları: ISO 20252 ve ISO 27001 sertifikaları</i></p> <p><i>e) GAB2 Sertifikasının kopyası</i></p> <p><i>f) TÜAD (Türkiye Araştırmacılar Derneği) ve/veya ESOMAR (Avrupa Fikir ve Pazarlama Araştırmaları Derneği) Üyelik Sertifikasının/Sertifikalarının kopyası</i></p> <p><i>g) Benzer Nitelikte Geçmiş Tecrübe: En az 5000 katılımcılı, yüz yüze görüşmeli, tablet kullanımlı saha çalışması/çalışmaları yapıldığını gösteren en az bir adet Referans Mektubu veya İş Bitirme Belgesi.</i></p> <p><i>h) Geçmiş CAPI (Bilgisayar Destekli Yüz Yüze Görüşme) Tecrübesi: Son 5 yılda tamamlanmış ve 1000'den fazla örnek içeren bir proje ile alakalı geçmiş CAPI tecrübesini gösteren en az bir bilgi notu (Ek 4'te gösterildiği şekilde).</i></p> <p><i>i) Geçmiş CATI (Bilgisayar Destekli Telefon Görüşmesi) Tecrübesi: Son 5 yılda tamamlanmış ve 1000'den fazla örnek içeren bir proje ile alakalı geçmiş CATI tecrübesini gösteren en az bir bilgi notu (Ek 4'te gösterildiği şekilde).</i></p> <p><i>j) Merkez Koordinatörünün Özgeçmişi</i></p> <p><i>k) Teklif Davet dökümanının ve eklerinin her bir sayfasının usulüne uygun şekilde imzalı ve kaşeli olarak teslim edilmesi</i></p> <p><i>l) Tekliflerin Teslim Şekli: Elektronik Teslim</i></p> <p><i>UNDP, Yüklenici'nin personellerine ait CV'leri ve kanıtlayıcı dökümanları kontrat süresi boyunca talep etme hakkına sahiptir. CV'ler ve/veya kanıtlayıcı dökümanların Şartname'deki herhangi bir gerekliliği karşılamaması durumunda; UNDP'nin herhangi bir ödeme yapmaksızın, derhal kontratı feshetme hakkı vardır.</i></p>
<p><u>Partial Quotes</u></p> <p>Not permitted Offerors must quote prices for the whole requirement.</p>	<p><u>Kısmi teklif</u></p> <p><i>İzin verilmemektedir. Teklif sahipleri, ihalenin tamamı için fiyat teklifi verecektir.</i></p>

<p><u>Inspection and Acceptance</u></p> <p>At the end of the inspections, UNDP has the right to not release to the contractor any payments in the event that UNDP detects incomplete and/or improper services in accordance with the Terms of Reference.</p>	<p><u>Muayene ve Kabul</u></p> <p><i>Muayenelerde, UNDP tarafından Şartname'ye uymayan ve/veya eksik yapılan hizmetler tespit edildiği takdirde, UNDP, tedarikçiye hiçbir ücret ödememe hakkına sahiptir.</i></p>
<p><u>Duration of Services and Latest Expected Delivery Date</u></p> <p>The Offeror shall complete the delivery of the services stipulated in this RFQ to UNDP Turkey Country Office latest by 8 (eight) weeks from Contract Signature.</p>	<p><u>Hizmetin Süresi ve Son Teslim Tarihi</u></p> <p><i>İstekli, bu Teklife Davet'de belirtilen hizmetlerin UNDP Türkiye Ülke Ofisi'ne teslimini, en geç Sözleşme İmzası'ndan itibaren 8 (sekiz) hafta içerisinde kadar tamamlayacaktır.</i></p>
<p><u>Liquidated Damages</u></p> <p>If UNDP concludes that services provided and data produced do not meet the requirements of the criteria set forth in the Terms of Reference, Contractor shall be deemed to have failed to complete the contractual obligations. In this case, the Contractor will not be entitled to receive any payment. UNDP may, at its own discretion, demand the completion of these services by making deductions to the contractual amount or terminate the Contract unilaterally without making any payments to the Contractor.</p> <p>In case of delay, the deductions shall be imposed as follows:</p> <ul style="list-style-type: none"> i) For deliverables 1, 2 and 3; a 1% deduction will be made from the payment pertaining to that specific deliverable, for each day of delay in submission of that specific deliverable when compared to the due dates stipulated in Annex 2 of this RFQ. ii) For deliverable 4; a 2% deduction will be made from the whole Contract Price, for each day of delay in submission of the deliverable when compared to the due date stipulated in Annex 2 of this RFQ. <p>In case the delay arises from UNDP's request or late acceptance by UNDP, deductions will not be imposed for that specific delay.</p>	<p><u>Tazminat</u></p> <p><i>Şartname'de öne sürülen kriterlerin gerekliliklerine, sağlanan hizmetlerin ve üretilen verilerin uymadığı sonucuna UNDP tarafından varılırsa; Yüklenici, sözleşme yükümlülüklerini yerine getirmekte başarısız olmuş olarak değerlendirilecektir. Bu durumda, Yüklenici herhangi bir ödemeye hak kazanamayacaktır. UNDP, kendi takdiriyle, kontrat bedelinden kesintiler yaparak hizmetlerin tamamlanmasını isteyebilir veya Yüklenici'ye herhangi bir ödeme yapılmaksızın kontratın tek taraflı olarak feshedebilir. Gecikme durumunda kesintiler şu şekilde uygulanacaktır:</i></p> <ul style="list-style-type: none"> i) 1, 2 ve 3 numaralı çıktılar için; Teklife Davet dökümanının Ek 2 kısmında belirtilen teslim tarihleri ile kıyaslandığında her bir gün gecikme için, her bir çıktıya ait ödemenin %1'i kadar bir kesinti yapılacaktır. ii) 4 numaralı çıktı için; Teklife Davet dökümanının Ek 2 kısmında belirtilen teslim tarihleri ile kıyaslandığında her bir gün gecikme için, bütün Kontrat Bedeli'nin %1'si kadar bir kesinti yapılacaktır. <p><i>Gecikmenin UNDP'nin talebi veya geç kabulünden kaynaklanması durumunda, söz konusu gecikme için kesinti uygulanmayacaktır.</i></p>
<p><u>Eligibility</u></p> <p>An Offeror shall be legally established as a single entity or a real person.</p> <p>Offerors, as of the date of submission of the quotation, should not be in the circumstances of disqualification or restriction to participate in a tender and/or undertake a contract, as set forth by Turkish Public Procurement Authority or by relevant laws in Turkey or by relevant laws of the country in which they operate.</p>	<p><u>Uygunluk</u></p> <p><i>İstekli tüzel veya gerçek kişi olarak kurulmuş olmalıdır. İstekliler, tekliflerin sunulduğu tarih itibariyle, Kamu İhale Kurumu tarafından veya Türkiye'deki konu ile ilişkili kanunlar veya faaliyet gösterdikleri ülkenin ilgili kanunları çerçevesinde, "ihale dışı bırakılacaklar" veya "ihaleye katılamayacaklar ve/veya kontrat yüklenemeyecekler" durumunda olmamalıdır.</i></p>

<p>The Project in need of procurement of the subject services is funded by the European Union. As per the Agreement between UNDP and EU, only Offerors established in EU Member States along with the members of the Pan-Euro-Mediterranean cumulation (i.e. Turkey, the Western Balkans, the Faroe Islands, Norway, Iceland, Liechtenstein and Switzerland) are eligible to submit a Quotation in response to this RFQ.</p>	<p><i>Söz konusu hizmetlerin satın alımı ihtiyacı içerisinde olan Proje, Avrupa Birliği tarafından finanse edilmektedir. UNDP ile AB arasındaki Anlaşma uyarınca, yalnızca AB Üye Ülkelerinde ve Pan-Euro-Mediterranean kümülasyonunda (Türkiye, Batı Balkanlar, Faroe Adaları, Norveç, İzlanda, Lihtenştayn ve İsviçre) kurulmuş olan Teklif Sahipleri, bu Teklişe Davet'e cevaben bir Teklif vermeye uygundurlar.</i></p>
<p><u>Evaluation Criteria</u></p> <p>Technical responsiveness / Full compliance to requirements as stipulated in the Terms of Reference and lowest price.</p>	<p><u>Değerlendirme Kriterleri</u></p> <p><i>Teknik Uyumluluk / Şartname'de belirtildiği üzere gereklilikleri tam karşılama ve en düşük fiyat.</i></p>
<p><u>UNDP will award the Contract to</u></p> <p>One and only one Offeror.</p>	<p><u>UNDP Sözleşmeyi</u></p> <p><i>Sadece bir tedarikçi ile imzalayacaktır.</i></p>
<p><u>Type of Contract to be Signed</u></p> <p>Face Sheet Contract Successful Offeror shall sign and return the Contract to UNDP within 3 (three) days following its receipt.</p>	<p><u>İmzalanacak Sözleşme Türü</u></p> <p><i>Sözleşme İhaleyi kazanan Teklif Sahibi, Sözleşmeyi kendisine iletildiği tarihten itibaren 3 (üç) gün içinde imzalayıp, UNDP'ye iade edecektir.</i></p>
<p><u>Contract Effectivity</u></p> <p>The contract shall be effective on the date of last signature by the parties.</p>	<p><u>Sözleşmenin Yürürlüğe Girmesi</u></p> <p><i>Sözleşme taraflarca son imzalandığı tarihte yürürlüğe girer.</i></p>
<p><u>Payment Terms and Conditions</u></p> <p>Payments will be made upon completion of servicess and acceptance and approval of these services and respective invoices by UNDP as detailed in the Price Schedule (Annex 2). Alternative terms of payment shall not be negotiated with the successful Offeror. The Offeror shall not be entitled to receive any price difference and/or additional amount from UNDP for whatsoever reason, including but not limited to increase in the costs of the Offeror or any missing goods/services in its Price Schedule to be submitted in response to this RFQ.</p>	<p><u>Ödeme Şart ve Koşulları</u></p> <p><i>Ödemeler, sözkonusu hizmetlerin tesliminin ve ilgili faturaların UNDP tarafından kabul edilerek onaylanmasını müteakip, Fiyat Tablosu'nda (Ek 2) detaylandırıldığı şekilde yapılacaktır. Başarılı teklif sahibi ile alternatif ödeme şartları pazarlık edilmeyecektir. Tedarikçi, maliyet artışı veya Fiyat Teklifi'ndeki eksik mal/hizmet sebepleri de dahil olmak üzere ve bunlarla da sınırlı olmamak kaydıyla hiçbir sebeple UNDP'den fiyat değişikliği ve/veya fiyat artışı talep edemeyecektir.</i></p>
<p><u>Contact Person for Inquiries</u> <u>(Written inquiries only)¹</u></p> <p><i>Ipek Sezgin, Project Manager</i> <i>tr.procurement@undp.org</i> Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Offerors.</p> <p>Prospective Offerors may submit inquiries latest by 3 days prior to the Deadline for Submission of Quotations.</p>	<p><u>Sorular İçin İrtibat Kişisi</u> <u>(Sadece Yazılı Sorular Alınacaktır)²</u></p> <p><i>İpek Sezgin, Proje Müdürü</i> <i>tr.procurement@undp.org</i> UNDP teklif verme tarihinin uzatılmasına gerek duymadığı ve teklif sahiplerine yeni bir son teklif verme tarihi ilemediği sürece, UNDP'nin yanıt vermesindeki gecikmeler, teklif verme tarihinin ötelenmesi için sebep sayılmayacaktır.</p> <p><i>Potansiyel istekliler Son Teklif Verme Tarihi'nden 3 gün öncesine kadar soru sorabilirler. E-posta ile</i></p>

¹ This contact person and address are officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

² Bu irtibat kişisi ve adresi UNDP tarafından resmi olarak belirlenmiştir. Soruların başka kişi(ler) veya adres(ler)e gönderilmesi halinde, bu kişiler UNDP çalışanı olsalar dahi, UNDP'nin bu sorulara cevap verme zorunluluğu olmamasıyla birlikte UNDP söz konusu sorunun ulaştığını teyit edemez.

Inquiries submitted by e-mail must be limited to a maximum of 35MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted content.	<i>gönderilen soruların maksimum 35MB, virüssüz ve en fazla 2 e-posta iletimi ile sınırlı olması gerekir. Herhangi bir virüs veya bozuk içerikten arındırılmış olmalıdır.</i>
All documentations, including catalogues, instructions and operating manuals, may be in any of these languages: English or Turkish	<i>Kataloglar, talimatlar ve kullanım kılavuzları da dahil olmak üzere tüm belgeler, bu dillerin herhangi birinde olabilir: İngilizce ya da Türkçe</i>
<u>Annexes to this RFQ</u> Terms of Reference (Annex 1) Quotation Submission Form and Price Schedule (Annex 2) General Terms and Conditions for Contracts (Annex 3) Information Note Template (Annex 4) Non-acceptance of the terms of the General Terms and Conditions for Contracts (GTC) shall be grounds for disqualification from this procurement process.	<u>Teklif Davet'in Ekleri</u> <i>Şartname (Ek 1) Teklif Sunum Formu ve Fiyat Tablosu (Ek 2) Sözleşmeler için Genel Hüküm ve Koşullar (Ek 3) Bilgi Notu Örneği (Ek 4) Sözleşmeler için Genel Hüküm ve Koşullar'ın kabul edilmemesi teklif sahibinin bu satın alma sürecinden diskalifiye olmasına sebep olacaktır.</i>

<p>Goods/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.</p> <p>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.</p> <p>At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p><i>Teklif edilen mallar/hizmetler, yukarıda açıklanan asgari koşullar ve diğer eklerde detaylandırılan UNDP gereklilikleri ile uyumluluğuna göre değerlendirilecektir.</i></p> <p><i>Belirtilen diğer tüm değerlendirme ölçütlerin yanı sıra, teknik şartnameler, gereklilikler ve koşullar ile uyumlu olan ve en düşük fiyatı veren teklif seçilecektir. Belirtilen gereklilikleri karşılayamayan teklifler reddedilecektir.</i></p> <p><i>Teklifin geçerliliği boyunca herhangi bir zamanda, fiyat yükselişi, enflasyon, döviz kurlarındaki dalgalanma veya herhangi bir diğer piyasa faktörüne bağlı fiyat değişimi, teklif alındıktan sonra UNDP tarafından kabul edilmeyecektir. UNDP, Sözleşme veya sipariş emrinin imzalanması sırasında UNDP, ürünlerin adetlerini birim fiyat ve diğer koşullarda değişiklikli olmaksızın maksimum %25 artırma hakkına sahiptir.</i></p> <p><i>Bu Teklif Davet sonucunda imzalanacak sözleşme, ekte sunulan Genel Şart ve Hükümleri'ne tabidir. Bu bağlamda, Teklif Sahibi, teklifini sunmakta, sorgulamaksızın Ek 3'de sunulan UNDP Genel Şart ve Hükümleri 'ni kabul etmiş olur.</i></p> <p><i>Değerlendirme süreci tamamlanmadan, UNDP herhangi bir teklifi kabul etme, sözleşme yapma veya Teklif Sahibi'nin teklifi hazırlarken ve sunarken yapmış olduğu masraflarla ilişkili hiçbir koşuldaki sorunu tutulamaz.</i></p> <p><i>UNDP'nin satıcı protesto prosedürü; rekabetçi bir ihale süreci sonucunda bir satın alma siparişi veya sözleşme olmaması durumunda kişiler veya firmalar için itiraz etme imkânı sunmayı amaçlamaktadır. Eğer bir satın alma sürecinde kendinize adil muamele edilmediğini</i></p>
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detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions/>

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

Please note that the Turkish version of the solicitation document is given for reference purposes. In case of a conflict between Turkish and English versions, English version shall prevail.

Thank you and we look forward to receiving your quotation.

Sincerely Yours,



Sukhrob Khojimatov
Deputy Resident Representative
June 12th, 2020

düşünüyorsanız, aşağıdaki uzantıdan satıcı protesto işlemlerine ilişkin detaylı bilgi edinebilirsiniz:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions/>

UNDP; sizin, iştiraklerinizin veya personelinizin söz konusu Teklifte Davet kapsamında belirtilen gereksinimlerin, tasarımların, özelliklerin, maliyet tahminlerinin ve kullanılan diğer bilgilerin hazırlanmasına dahil olması durumunda UNDP'ye bildirmek suretiyle, çıkar çatışmalarının önlenmesini ve engellenmesini önerir.

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http://www.un.org/depts/ptd/pdf/conduct_english.pdf

İşbu ihale dökümanının Türkçe versiyonu referans amaçlı verilmiş olup, Türkçe ve İngilizce versiyonlar arasında bir uyumsuzluk olması durumunda, İngilizce versiyon geçerli olacaktır.

Teşekkür eder, teklifinizi sunmanızı rica ederiz.

Saygılarımızla,

*Sukhrob Khojimatov
Mukim Temsilci Yardımcısı
12 Haziran 2020*

We have examined all the solicitation documents issued by UNDP and have no reservation whatsoever to the solicitation documents. We understand that you may cancel the tender process at any time without incurring any liability to the Offerors. We also understand that you are not bound to accept any quotation that you may receive.

UNDP tarafından hazırlanan ihale dokümanlarını incelediğimizi ve ihale dokümanlarında belirtilen hiçbir hususa itirazımız bulunmadığını beyan ederiz. UNDP'nin, teklif sahiplerine herhangi bir yükümlülük getirmeksizin ihale sürecini iptal edebileceğini ayrıca aldığınız herhangi bir teklifi de kabul etme zorunluluğunuz bulunmadığını kabul etmekteyiz.

Best Regards,
Saygılarımızla,

Date / *Tarih:*

Signature and Stamp / *İmza ve Mühür:*

Name and Last Name / *Ad, Soyad:*

Title / *Unvan:*

Offeror's Legal Title / *Teklif Sahibinin Yasal Unvanı:*

ANNEX 1
TERMS OF REFERENCE FOR THE FIELD SURVEY FOR NATIONAL OPINION POLL
TO MEASURE THE LEVEL OF CONFIDENCE AND SATISFACTION OF THE CITIZENS
WITH THE WORK OF INTERNAL SECURITY FORCES (ISFS)

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1. DEFINITIONS

(In alphabetical order)

Appropriate Sampling Unit: The sampling unit that needs to answer the interview during the field study according to the scope and definitions of the work.

Base weight: The reverse of the selection probability.

Block: Group of approximately 100 (hundred) house addresses that are sequential and located within the neighborhood (residential areas) in a municipal area (province).

Central Coordination Office: The unit assigned commissioned by the Contractor to coordinate all central and field works/services. This office is managed by the authorized Central Coordinator assigned by the Contractor.

Contractor: Institutions/Organization/Company to carry out the work on behalf of UNDP.

Controller: Professionally experienced personnel that supervises the interviewers in the field and their works and activities (especially the cases of unanswered interview forms in the field). He/she shall carry out the control of the surveys to be determined by the Contractor's central coordination office and cooperate with the survey interview team when needed.

Correcting for non-response bias: It means the corrections in the weighting calculations to minimize the effects of the refusal to participate to the survey errors on the estimations. Correcting for non-response bias shall be made taking the homogenous units into consideration.

Field Officers: The person or sub-contractor who coordinates and oversees the interview teams under the directives of the Central Coordinator.

Framework: Tool that contains all the units involved under the scope of the work and the contact details of these units. This tool is the block address list to be procured from TURKSTAT (Turkish Statistical Institute).

House: House where at least one person resides.

Household member: A member of the group of people that constitute household who reside(s) or has the intention to reside in the residential address of the household permanently.

Household: People that reside alone or the group of people that reside in the same house irrespective of whether they have kinship or not and meet their shelter, food etc. needs commonly, participate in services and management of the household.

CO III Project: Strengthening the Civilian Oversight of Internal Security Forces Phase III Project financed by the European Union and carried out by United Nations Development Program Turkey Office.

Loss rate: Calculated as percentage of the total of non-response and out-of-scope units in the sample volume.

Missing data: Item non-response caused by non-response to certain questions in the interview form.

Missing data rate: Calculated on the basis of question (variable). Missing data rate is calculated as the percentage of non-response questions in the sampling.

Non-response/Non-participation: The case when the interview form is not applied to or no response is received from the household or individual when it is possible to receive responses from such household or individual.

Non-response form: The form containing non-response reasons and prepared to determine the conditions of the non-responding household and to create statistical estimation by

applying the necessary correction rules during the weighting stage in cases when the survey cannot be conducted with the sample household.

Non-response rate: The ratio of the number of non-responding units in the sampling to the number of appropriate units in the sampling and is calculated as shown below:

$$R_c = n_c / (n_s - n_k)$$

$$R_{nc} = 1 - R_c$$

Where:

R_c : Response rate

n_c : Answered unit number

n_s : Number of samples selected

n_k : Number of out-of-scope sampling unit

R_{nc} : Non-response rate

Observation unit (survey interview unit): Any individual in 18+ age category and residing in the house permanently who has been interviewed to collect the data targeted within the sampling unit. This study will apply survey quota to survey units.

Out-of-scope (foreign) sampling unit: Units other than the appropriate sampling units that need to answer the interview.

Out-of-scope rate: Calculated as the percentage of inappropriate units (out-of-scope) in the total volume of units.

Pilot study: Survey carried out before the base main survey at a smaller scale to collect information as to increase the efficiency of the main survey.

PMU (Project Management Unit): Unit that has been commissioned to carry out the technical coordination of the work under this Terms of Reference within the scope of CO III Project and on behalf of UNDP.

Proxy approach: The case where the sampling unit cannot be accessed for any reason and the interview form is answered by someone else acting as proxy to the sampling unit.

Sample Size: - National survey $n=3620$ (Survey time=30 minutes) - Local survey $n=400$ (Survey time=10 minutes)

Sampling frame: The household addresses determined by block sampling in the Turkish Statistical Institute address registries.

Sampling unit: Units located within the sampling frame (the unit that needs to be accessed to carry out the work).

Sub-contractor: Real or legal entities that will carry out a part of the work under the contract on behalf of and in connection with the Contractor upon the approval of UNDP.

Substitute (Replacement): Another unit that is accessible and assumed to have the same characteristics with the sampling unit to be used to substitute the sampling unit if the sampling unit cannot be accessed for any reason.

Survey (Interview) form: Interview form that has been devised as appropriate to the requirements of the work containing the household and individual information and to be applied to the appropriate sampling unit to collect the opinions of the appropriate sampling unit.

Survey quota: a) National Survey: Gender, 18+ age groups (18-24, 25-34, 35-44, 45-54, 55-64, 65+), Education groups (Primary education and low, high school, undergraduate or higher education), SES groups (AB, C1C2,DE) on a provincial basis that shall be used as survey quota of the work.

b) Local Survey: Gender, 18+ age groups (18-24, 25-34, 35-44, 45-54, 55-64, 65+), Education groups (Primary education and low, high school, undergraduate or higher education), SES groups (AB, C1C2,DE) on a district basis that shall be used as survey quota of the work.

Surveyor (Interviewer): Personnel that apply the interview form to the determined targeted persons and groups and who have adequate technical qualifications and knowledge described in the specifications.

Target universe population of the work: a) National survey: (in 6 regions 28 provinces; r1: Istanbul – Tekirdağ – Balıkesir – Bursa – Kocaeli, r2: Ankara – Konya – Aksaray – Kayseri – Sivas – Zonguldak – Kastamonu, r3: Izmir – Aydın – Manisa – Antalya, r4: Adana – Hatay – Gaziantep, r5: Samsun – Trabzon – Ordu, r6: Erzurum – Ağrı – Malatya – Van – Şanlıurfa – Mardin)

b) Local surveys: (Ankara: Sincan; Antalya: Alanya; Gaziantep: Şahinbey and Şehitkamil; Hatay: İskenderun; Istanbul: Beşiktaş, Eyüpsultan, Fatih, Kadıköy and Üsküdar; Izmir: Buca and Çeşme; Malatya: Hekimhan and Yeşilyurt; Tekirdağ: Çorlu; Trabzon: Akçaabat and Vakıfkebir)

UNDP (Administration): United Nations Development Programme Turkey Country Office as the administration to commission the work.

Unit non-response: Unit that does not respond to the interview form although it is an appropriate sampling unit. It describes the situation when information cannot be received about any of the household members or interview cannot be conducted in a household.

Work: Collection of the data that will serve as a basis of National Opinion Poll to Measure the Level of Confidence and Satisfaction of the Citizens with the Work of Internal Security Forces (ISFs) to be carried out under CO III Project in accordance with the survey method and sampling plan described in this Terms of Reference.

This Terms of Reference comprises 18 separate surveys:

No.	Service
1	Focused Local Survey in Ankara-Sincan
2	Focused Local Survey in Antalya-Alanya
3	Focused Local Survey in Gaziantep-Şahinbey
4	Focused Local Survey in Gaziantep-Şehitkamil
5	Focused Local Survey in Hatay-İskenderun
6	Focused Local Survey in Istanbul-Beşiktaş
7	Focused Local Survey in Istanbul- Eyüpsultan
8	Focused Local Survey in Istanbul- Fatih
9	Focused Local Survey in Istanbul- Kadıköy
10	Focused Local Survey in Istanbul-Üsküdar
11	Focused Local Survey in Izmir-Buca
12	Focused Local Survey in Izmir-Çeşme
13	Focused Local Survey in Malatya-Hekimhan
14	Focused Local Survey in Malatya- Yeşilyurt
15	Focused Local Survey in Tekirdağ- Çorlu
16	Focused Local Survey in Trabzon-Akçaabat
17	Focused Local Survey in Trabzon-Vakıfkebir
18	National Survey

Details Regarding Local Surveys

SURVEYS (1-17)	1-17 (For all pilot districts)
Method of Interaction*	Face to face - Preferably with computer-assisted personal interviewing (CAPI)
Age	18+ (18-24, 25-34, 35-44, 45-54, 55-64, 65+)
Gender	Male & Female
SES	AB, C1C2, DE
Education	Primary education and low, high school, undergraduate or higher education
Duration	10 minutes
Sampling Method	Stratified (neighborhood) Quota Cluster sampling (if sample size is lower than 4 in a neighborhood, 4 polls still need to be completed) (sample size will be distributed to neighborhoods according to population which is 18+ years old). Police or gendarmerie area shall be coded as applicable
Representation	Local surveys in Ankara: Sincan; Antalya: Alanya; Gaziantep: Şahinbey and Şehitkamil; Hatay: Iskenderun; Istanbul: Beşiktaş, Eyüpsultan, Fatih, Kadıköy and Üsküdar; Izmir: Buca and Çeşme; Malatya: Hekimhan and Yeşilyurt; Tekirdağ: Çorlu; Trabzon: Akçaabat and Vakfikebir
Target Sample Size**	N=400 for each of the 17 districts

***The Method of Interaction may be revised as Computer-assisted telephone interviewing (CATI) if deemed necessary by UNDP, in consultation with Ministry of Interior. In this case, the Unit Price will decrease as per the Price Schedule.**

****The Target Sample Size may be increased/decreased by 25%, without any change in the Unit Price, at the time of Contract Signature, at the sole discretion of UNDP.**

Details Regarding National Survey

SURVEY (18)	1 (National Survey)
Method of Interaction*	Face to face - Preferably with computer-assisted personal interviewing (CAPI)
Age	18+ (18-24, 25-34, 35-44, 45-54, 55-64, 65+)
Gender	Male & Female
SES	AB, C1C2, DE
Education	Primary education and low, high school, undergraduate or higher education
Duration	30 minutes
Sampling Method	Stratified (neighborhood) Quota Cluster sampling (if sample size is lower than 4 in a neighborhood, 4 polls still need to be completed) (sample size will be distributed to neighborhoods according to population which is 18+ years old). Police or gendarmerie area shall be coded as applicable
Representation	National Survey (in 6 regions 28 provinces; r1: Istanbul – Tekirdağ – Balıkesir – Bursa – Kocaeli, r2: Ankara – Konya – Aksaray – Kayseri – Sivas – Zonguldak – Kastamonu, r3: Izmir – Aydın – Manisa – Antalya, r4: Adana – Hatay – Gaziantep, r5: Samsun – Trabzon –

	Ordu, r6: Erzurum – Ağrı – Malatya – Van – Şanlıurfa – Mardin)
Target Sample Size**	N=3620

***The Method of Interaction may be revised as Computer-assisted telephone interviewing (CATI) if deemed necessary by UNDP, in consultation with Ministry of Interior. In this case, the Unit Price will decrease as per the Price Schedule.**

****The Target Sample Size may be increased/decreased by 25%, without any change in the Unit Price, at the time of Contract Signature, at the sole discretion of UNDP.**

Number of Interviews Regarding National Survey

Province	No. of Interviews*	Province	No. of Interviews*	Province	No. of Interviews*
Istanbul	675	Zonguldak	67	Malatya	73
Tekirdağ	73	Kastamonu	44	Van	79
Balıkesir	103	Adana	161	Şanlıurfa	122
Bursa	232	Hatay	110	Mardin	57
Kocaeli	130	Gaziantep	132	Izmir	319
Ankara	252	Samsun	120	Aydın	80
Konya	107	Trabzon	67	Manisa	102
Aksaray	30	Ordu	63	Antalya	174
Kayseri	98	Erzurum	62		
Sivas	50	Ağrı	38		

***The No. of Interviews for each Province may be increased/decreased by 25%, without any change in the Unit Price, at the time of Contract Signature, at the sole discretion of UNDP.**

2. BACKGROUND

2.1. General information on Strengthening the Civilian Oversight of Internal Security Forces Phase III Project, under which the Work is to be performed

Strengthening the Civilian Oversight of Internal Security Forces Phase III Project (CO III) is the third one of the projects supporting the strengthening of civilian oversight of internal security forces financed by EU under IPA Funding Framework and carried out by UNDP. The first phase of this project was carried out in 2008-2010 and the second phase was carried out in 2012-2015. Benefitting from the outputs of the past projects, CO III aims to carry out a series of activities to increase the capacities of the Ministry of Interior at national and local level, as well as the Grand National Assembly of Turkey as co-beneficiary to enable the transition to civilian and democratic oversight of internal security forces (ISFs). The target groups include Ministry of Interior Directorate General for Provincial Administrations, Governorates, District Governorates, Turkish National Police, Coast Guard, Gendarmerie, Grand National Assembly of Turkey and population benefiting from the internal security services.

The overall objective of the Project is to enable the transition to civilian and democratic oversight of internal security system based on good governance principles and a human-centered understanding of security and public safety.

2.2. Description of the Work

The work under this Terms of Reference is an interview survey planned to be conducted to provide the required input to Activity D.2.1. “Conduct an opinion poll at the national level to measure the level of confidence and satisfaction of the citizens with the work of ISFs” within the scope of Component D of the Project.

2.3. Objective of the Work

A field survey will be conducted in selected 28 provinces which will include face-to-face interviews with n=3620 (for the national survey) and n=400*17 districts=6800 persons (for the local surveys). The data collection and analysis works will target all the citizens in 28 provinces and the contents of the survey will be as follows:

- The same questionnaire based on “EU and international standard” as in phase two of the Project will be used for the national representative sample. A distinct and shorter “local questionnaire” will be used at local level for the 17 districts.
- The survey will measure level of confidence and satisfaction of the citizens with the work of ISFs which will give the opportunity to locate Turkey in international setting.
- The survey will measure the diversity of occasions of contacts with ISF, opinions and different dimensions of trust and satisfaction.
- The opinion poll will include a list of questions on local security problems, priorities and needs prepared in cooperation with NGOs.

These local surveys will help to mobilize local stakeholders, gather larger groups than the previously held awareness raising events at locals; findings will increase leadership of the Local Prevention and Security Boards that have been established by identifying local security problems and needs of the citizens.

3. PHASES OF THE WORK

This work covers the following items:

1. Project and planning
2. Development of data entry program
3. Pilot work and revisions
4. Training activities
5. Field implementation
6. Quality control
7. Delivery of raw survey data to UNDP
8. Interim information on field implementation
9. Data control
10. Weighting
11. Tabulation (only needed for data quality control)
12. Submission of data and documents

3.1. Project and planning

The Contractor shall submit to UNDP detailed work plans (showing the schedule of such tasks as work calendar, communication channels, work teams, training plans etc.) prepared in line with this Terms of Reference within 5 (five) business days following counter-signature of the contract.

3.2. Development of data entry program

- a) Data entry program shall be developed by the Contractor to include, in addition to all information in the interview form to be given by UNDP, such operational information as interviewer and controller information, the place where interview is conducted (location GPS information), date, start and finish time of the interview, list of household members, non-response information (household, individuals, etc.)
- b) In addition to above, the program shall ensure the following-up of compliance of collected data to survey quota.
- c) This developed program shall be executable on portable devices and shall be used in the field by the interviewer for data entry during the conduct of interview. The program shall have control/warning notifications compatible with the structure of interview form.
- d) Data entry program shall not allow skipping the questions in the interview form without answering them or explicitly refusing to answer them. Data to be collected using the data entry program shall be submitted to UNDP at least once in a week during the course of survey activity and it shall be ensured that UNDP can monitor the data simultaneously.

3.3. Pilot study and revisions

- a) Pilot implementation shall be conducted within the borders of Istanbul Province to measure the functionality of the interview form and application developed and to minimize the possible errors.
- b) Pilot implementation aims to test the duration of the questionnaire, and that questions are understandable and ensure reading fluency and that the language used is appropriate, thereby, eliminating the problems that may arise during the actual implementation. Pilot implementation shall be conducted in 50 (fifty) households to be determined by UNDP, which are located in Istanbul urban center (areas of Police jurisdiction) and rural areas (areas of Gendarmerie jurisdiction) and are not included in the address list of the actual field work.
- c) Assessing the observers' reports and also the Contractor's reports jointly, UNDP may request the Contractor to design a new interface of the interview for tablet device. If needed by UNDP, interview shall be re-tested in the field by the Contractor. Contractor shall ensure that the interview is implemented on different segments of the society during the pilot implementation.
- d) Contractor shall carry out this work with its own personnel and UNDP may assign observers from its own team to observe the field implementation.

- e) UNDP may change the interviewer and controller profile in light of the information obtained during the pilot works. The essential criteria for the profile are such characteristics as age, gender, education status, etc.
- f) If UNDP determines any problems related to fluency, logical error, expression problem or any other problems in the interview during the pilot implementation; necessary improvements shall be made in the questionnaire, interview and/or data entry application. Field implementation shall begin after the approval of such improvements by UNDP.

3.4. Training activities

- a) Contractor shall train all the personnel to be specifically employed in this work (interviewer, controller etc.) on their respective duties before the beginning of field implementation (pilot works and actual works). UNDP will be informed sufficiently in advance of date and place and invited to observe the training sessions.
- b) Contractor should request from its subcontractor(s) and all interviewers and data coders or whoever is working within the scope of the field study, legal documentation proving that s/he does not have a criminal record.
- c) UNDP shall have the power to control and change the training program to be detailed by the Contractor in the work plan.
- d) Same training shall be given to the personnel that joins the works at a later stage for any reason. Each interviewer shall have access to electronic and printed training materials (interviewer handbook). Interviewers shall be given practical training on the data entry program approved by UNDP.

3.5. Field implementation

- a) Contractor shall be obliged to visit and conduct the survey at the sample addresses, which the Contractor will obtain from Turkish Statistical Institute (TURKSTAT) at its own cost.
- b) Central coordinator shall share the addresses with field officers at the beginning of the project, which will only be detailed as avenue / street names. Field officers shall forward to central coordinator their field planning and details of the streets to be visited by each interviewer and central coordinator shall upload directly to the tablet devices of interviewers the exact addresses where the interview is to be conducted. Field officers shall under no circumstances be given a printed or electronic list of detailed address information that includes apartment and/or door numbers. The addresses obtained from Turkish Statistical Institute shall under no circumstances be shared with field officers in written/printed form.
- c) Work shall be carried out at the addresses within the borders of 28 provinces and 17 pilot districts. **The sample selected in Police and Gendarmerie jurisdiction in a province will be in proportion to the population living in each of the two respective areas (police vs gendarmerie is part of the quota stratification, and a table presenting population distribution in police vs gendarmerie area in each province will be provided by the Contractor as part of report on sampling).** In local surveys it may not be possible not go to all neighborhoods/villages. In this case

neighborhoods/villages should be combined as approved by UNDP. The addresses of the households where the interviews will be conducted shall be obtained from Turkish Statistical Institute by the Contractor via fulfilling the official procedures and payment formalities before the beginning of the field implementation.

Quota shall be applied on the interview units. The quota to be applied shall be based on gender and age categories beginning from 18-24 age category on provincial basis. UNDP shall submit to the Contractor the distribution of gender and age categories on provincial basis. (For all surveys, samples will be identified from below quotas based on population;

- Age (18-24, 25-34, 35-44, 45-54, 55-64, 65+)
- Gender
- Education Level (in 3 groups; 1- Primary education and below, 2- High school and equivalent, 3- undergraduate or higher education)
- Socio Economic Status (AB-C1C2-DE)
- Police vs gendarmerie area.

In order to select quota samples, the Proposers MUST explain how they will apply rules for obtaining a representative sample. In addition, the Proposers shall Propose estimates of sampling error and explain their methodology.

At the end of the fieldwork, in the report, the Contractor shall compare the reference population (as described by variables used for designing the quota sample) and the obtained sample overall as well as the sample obtained at each stratification level in each province and in the whole sample.

d) The distribution of successful interviews is expected to be as follows:

Province	No. of Interviews	Province	No. of Interviews	Province	No. of Interviews
İstanbul	675	Zonguldak	67	Malatya	73
Tekirdağ	73	Kastamonu	44	Van	79
Balıkesir	103	Adana	161	Şanlıurfa	122
Bursa	232	Hatay	110	Mardin	57
Kocaeli	130	Gaziantep	132	İzmir	319
Ankara	252	Samsun	120	Aydın	80
Konya	107	Trabzon	67	Manisa	102
Aksaray	30	Ordu	63	Antalya	174
Kayseri	98	Erzurum	62		
Sivas	50	Ağrı	38		

- e) The number of interviews above includes refusal to respond and out-of-scope cases, as well as cases where the respondent is not at home (not available). The rate of these three cases is estimated as 50% of the interviews. Thus, the number of addresses to be procured by the Contractor from Turkish Statistical Institute for each province should be at least %100 higher than the targeted number of interviews indicated in the above table.

- f) Acceptable non-response, not available and out-of-scope rate is determined as 60% maximum for each block and 50% for each province. Survey shall be conducted accordingly in all blocks given by Turkish Statistical Institute. The case of not conducting any interview in a whole block shall be acceptable only when all addresses have been accessed and have been documented to be not available. This is applicable only after visiting the addresses third time and documenting that address information is insufficient.
- g) The survey shall be conducted, as described above, at the given addresses using computer aided face-to-face interview method. The interviewers shall conduct the interview using the tablet devices which shall be procured by the Contractor and provided to the interviewers. The data entry program shall be running in these tablet devices, the specifications of which are given below, and interviewers shall record the responses they receive instantly. Interviews cannot be conducted using another communication device (telephone, e-mail, mail, delivering the interview form to the household and recollecting after response, etc.)
- h) The specifications of the tablet to be used are as follows:
 - i. The survey software to be used for the application (CAPI- Computer Assisted Personal Interviewing) shall be capable of conducting both online and offline interviews and saving the GPS location information.
 - ii. Tablets shall perform secure data exchange with “data collection server” of the Contractor.
 - iii. Tablets shall not allow any other access -except for the installed operating system- or using applications other than the interview application and shall not allow connections other than to the “data collection server” of the Contractor.
 - iv. Tablets shall transfer the collected interview data and location data (GPS) to “data collection server” of the Contractor as encrypted and through a secure internet connection.
 - v. Data shall not be stored in the tablet memories or external memories, data that could not be transferred instantly shall be sent to “data collection server” of the Contractor through secure data transfer latest within 24 hours from data entry and such data shall be deleted from the tablet automatically.
 - vi. Data related to the interview conducted in a household shall be confirmed by the interviewer and shall be closed to interviewer intervention instantly.
 - vii. Tablets shall have a screen size of at least 9 inches and a resolution that allows reading the questions on the screen easily and not causing marking errors.
 - viii. All software and hardware shall be provided by the Contractor. Telephone numbers of the households and individuals interviewed shall be taken. The rate of the responding households without telephone number shall not exceed 25% on the basis of province and 40% on the basis of each interviewer considering the responded interviews s/he conducted.
- i) Interviewers shall not take part in another work during the period they work in this Assignment. Interviewers shall work under the guidance and monitor of the controllers in all stages including the time interval before the field implementation. Interviewer shall refrain from statements and behaviors that may affect the perception of the relevant questions by the interviewee.

- j) Interviewers shall fill out 'Household Non-response Form' in cases that are specified in Household Non-response Form (Annex 1)
- k) If the sampling unit (household/individual) is not available at home, household shall be visited for three times at least at different dates and time periods (in the morning, in the afternoon, evening) and one such visit being at weekend. If the household or individual cannot be accessed despite these visits, the interviewer shall fill in Household Non-response Form. Contractor is obliged to inform UNDP of the non-response and out-of-scope (workplace, empty residence, plot, warehouse etc.) cases together with reasons. For this purpose, Contractor shall mark the non-response reasons and out-of-scope cases on the 'Household Non-response Form' given in Annex 1 and explanation shall be written to describe the reasons.
- l) For the households that agree to respond, interviewer shall record the name, age and gender information of all household members residing permanently in the Household Composition beginning from the oldest household member and shall create the list of individuals. Interview shall be conducted with an individual in 18+ age category, residing in the household permanently. Compliance with survey quota shall be observed in determining the individual to be interviewed. If the interview cannot be conducted with such determined individual on that date, appointment shall be made for a later date. The entire interview shall be conducted and completed with the selected individual.
- m) If the person answering the interview does not have sufficient information on the relevant household member, the interviewer must request to have face-to-face interview with the relevant member. It must be emphasized during interviewer training that all information on all the household members shall be collected completely.
- n) Interviewer cannot collect the information on the selected household and the selected member of the household from people outside the household.
- o) Contractor shall be responsible for managing the works, controlling the interviews conducted and solving the problems encountered in the field and shall submit to UNDP the roles and the management plan of the personnel they employ for these works.
- p) Contractor cannot fill out 'Non-response Form' for all households in address clusters defined as a block by UNDP (block non-response). If 'Non-response Form' form needs to be filled for all households at a given address in the block for any reason, Contractor shall notify UNDP of this situation while the field implementation is on-going.
- q) If UNDP accepts the justification as a valid reason, it may request the 'Non-response Form' be filled out for the Block or it may give another block address to replace these addresses and request the interview form be applied to these new addresses (substitute address) at its own discretion. Contractor cannot object to the decisions of UNDP or give an excuse against such decision. Contractor agrees to act as UNDP decides.
- r) The highest 'Loss Rate (out-of-scope + non-response) acceptable to UNDP is determined as 50%.

3.6. Interview structure

Average application time for the structured interview form is designated to be approximately 30 minutes for national survey and 10 minutes for local surveys and it consists of three sets of questions;

- a) Questions regarding social, economic and demographic aspects of all household members to be answered via the household proxy member.
- b) Questions related to the perception of the household proxy member on the level of confidence and satisfaction of the citizens with the work of ISFs.
- c) Questions related to identify local security problems and needs.

The draft version of the interview form will be conveyed to the Contractor before the signature of the Contract. The final version of the interview form shall be given by UNDP to the Contractor, in order to write script on CAPI system following signature of the Contract.

3.7. Quality control

- a) The Contractor MUST organize supervision before and during the field work in each province by a province coordinator present on the ground. The Contractor will provide a list of contacts (names, phones) of the coordinators to UNDP before the field work starts.
- b) The Contractor MUST organize a debriefing (remote) at the end of the first day of the field work in order to address any unforeseen problem, and again at the end of the second day of the field work. Last debriefing will be organized at field work mid-course.
- c) 20% of the field implementation, including at least 10% of the interviews conducted by each interviewer in the Assignment shall be controlled by the Contractor through telephone using *CATI (Computer-Assisted Telephone Interview)* methods.
- d) Questions to verify the conduct of the interview and to control basic characteristics of the household members will be asked during the quality controls. These questions shall be submitted to prior approval of UNDP. Results will be submitted to UNDP as a report.
- e) In addition to above, UNDP shall carry out its own analysis and control works during the course of implementation using the interview data that Contractor shall submit regularly or allows UNDP to access such data. If such control works of UNDP reveal that interview has not been actually conducted in a household where it was reported to have been conducted, that the interview was conducted with someone other than the person determined or that it was conducted with another method than the interview method specified, then the relevant interviewer shall be discharged from this work and all interviews conducted by him/her shall be cancelled and repeated.
- f) Controls shall be carried out by the controllers on their own tablet devices. The interviews to be controlled shall be identified by the central coordination office and such interviews shall be uploaded by central coordination office to the tablets to be used by controllers.

3.8. Delivery of raw data on interview works to UNDP

- a) Within 5 (five) business days after the expiration of the time period specified for the field survey, Contractor shall submit the raw data together with the interview form in conformity with the Recording Structure and Coding Standard to be given by UNDP. The variable name, variable length and variable type related to each question, and the

corresponding “Field Name”, “Field Size” and “Field Type” shall be submitted to UNDP in electronic medium in the requested format and accuracy.

- b) The data shall be delivered in Excel and SPSS format tagged with labels of variables and variable values.
- c) UNDP shall carry out the necessary control on such delivered raw data within 5 (five) business days. At the end of this period, the errors detected in the data set shall be notified to the Contractor in order to be corrected.
- d) Contractor shall correct the errors notified by UNDP within 5 (five) business days and shall submit the error-free raw data to UNDP. Raw data not submitted in the requested format or accuracy as requested by UNDP shall not be deemed to have been received by UNDP and shall not extend the time period set for the delivery period.

3.9. Interim Report on field implementation

- a) Contractor shall provide to UNDP detailed information on field implementation within 8 (eight) business days after the expiration of the time period specified for field implementation. Contractor shall prepare an interim report on methodology and implementation for briefing and make a presentation including visual components. Such briefing shall include general data distribution, survey quota distribution, non-response, telephone rates and GPS points, as well as general situations, problems encountered during the field implementation and solution methods applied to such problems. The information will be presented for each province and for the whole sample. Any local event that may have altered the findings shall be reported.
- b) After the analysis of the raw data and interim information report, UNDP shall decide whether the field implementation was conducted in accordance with the conditions specified in the specifications and whether the data produced meets the requirements of compliance. If it is concluded that necessary conditions are met, the Contractor shall be notified accordingly, and the Contractor shall proceed to stages described in Article 3.10 below.
- c) If UNDP concludes that works and data produced do not meet the requirements of the criteria set forth in the specifications, Contractor shall be deemed to have failed to complete the work. In this case, the Contractor will not be entitled to receive any payment. UNDP may, at its own discretion, demand the completion of the work by making deductions from the contractual amount or terminate the Contract unilaterally without making any payment to the Contractor.

3.10. Data control

- a) Contractor shall be obliged to code the answers to the questions, including open-ended ones, according to the standards specified by UNDP.
- b) Data control shall be carried out by the Contractor.
- c) Contractor shall be obliged to carry out interviews that are compliant with the survey quota.
- d) To calculate the final weights and carry out quality controls, Contractor shall submit the raw data to UNDP within 5 (five) business days following the receipt of the raw data after eliminating all errors and deficiencies specified by UNDP as to Age, Gender,

Household Size, Household List, Survey Quota, Conflicting Answers and such other information needed for necessary household components.

- e) Data not submitted in the format or accuracy as requested by UNDP shall not be deemed to have been received by UNDP and shall not extend the time period set for the delivery period.
- f) The following controls shall be carried out by the Contractor;
 - i. Distribution compliance control; which means that distribution of certain variables in the interview survey does not show significant deviation from general distribution of each province within the scope of study. Contractor shall submit to UNDP in the Interim Report the comparison of the age, gender, household size and 'age vs. gender' distributions of the interview to the general distribution of each province within the scope of the survey work.
 - ii. Data control; which means that there are no codes other than the codes for answers given to the questions in the interview form and that there are no unanswered questions other than logical skips, etc.
 - iii. Coherence control; which means that there is no contradiction between the answers given to the questions in the interview form.
 - iv. Missing empty interview control; which means that there are no empty or uncompleted form in the interviews conducted by the Contractor.
 - v. Sample volume control; which refers to the total number of interviews (answered or unanswered) after conducting the interviews at the addresses determined by UNDP at the onset of the study.
- g) Contractor shall be liable to carry out the specified control works and meet the specified criteria.

3.11. Weighting

Contractor shall carry out the work for weighting within 5 (five) business days using the error-free data and submit to the approval of UNDP. Contractor shall be liable to use the final weights approved by UNDP in all analyses and reporting.

3.12. Tabulation Descriptive analysis

Contractor shall prepare descriptive statistical information report including responses (n and %) to all questions, to be delivered within 10 (ten) business days after the approval of final weights calculated using the 'Tabulation Plan' to be provided by UNDP for the national sample (national representative sample), and for each of the 17 districts separately (local survey) in electronic medium, before the submission of the final report. No other statistical analysis than those descriptive statistics are required.

3.13. Analysis and reporting

- a) At the end of field implementation, the data gathered by the Contractor shall be reviewed by a statistical analysis software and a final report shall be produced. The report shall incorporate the methodology for sampling and practice during field work and descriptive statistical information as well as descriptive statistics (see above).
- b) Weighed and non-weighted tables to be created shall be listed in the report one under the other for the two surveys (national representative sample and the 17 districts).
- c) The final report to be produced shall be submitted within 10 (ten) business days following the delivery of the tables created, and it shall incorporate revisions requested by UNDP.
- d) The data set shall be delivered in SPSS OUTPUT (including title, notes, active dataset, statistic tables; both in English and in Turkish) and MS Excel, separately.
- e) Weighing works shall be submitted in a separate working file in MS Excel format.
- f) Reporting language shall be English.
- g) Issues to be covered in the report:
 - i. It shall incorporate operational information including the challenges faced during field implementation, solutions generated, how easy it was to have access to the households, on which visit the interview was conducted, number of pre-scheduled interviews, time frames implemented for the interview and duration of implementation.
 - ii. It shall include the working methodology and descriptive statistics.
 - iii. It shall include the Distribution compliance control tables defined under Section 3.10.
- h) The report shall be submitted to UNDP for approval. Revisions requested by UNDP shall be carried by the Contractor within 10 business days and the report shall be finalized accordingly.
- i) All documents and reports produced by the Contractor shall be delivered initially in the electronic environment (as Softcopy DVD). In light of the comments/revisions to be submitted by UNDP in the form of softcopies, the reports shall be edited and 10 (ten) print-out copies (hardcopies) shall be submitted to UNDP.
- j) Before the end of the Assignment period, a PowerPoint presentation about the analysis report shall be conducted to UNDP officials by the Contractor.

Intellectual property rights of all data and documents (information, documents, reports, etc.) produced as part of this work shall belong to UNDP. Contractor shall not disclose the aforementioned data and documents to any third parties.

4. LOGISTICS AND TIMING

4.1. Place of delivery

Outputs of the survey shall be delivered to UNDP Turkey Country Office located in Ankara.

4.2. Beginning date and implementation period

The tentative start date for the Contract is 20 July 2020. The timeframes have been detailed within the Price Schedule. The Assignment is expected to be completed by 8 weeks from Contract Signature.

4.3. Contractor's obligations on data confidentiality

- a) Contractor shall ensure the confidentiality and security of the information regarding the addresses to be shared by TURKSTAT. In this context, the Contractor shall take and implement all relevant measures in the areas of staff, communication, information technologies, etc.
- b) Contractor shall under no circumstances share the addresses it has received from TURKSTAT with third parties verbally, in writing, electronically or via any other means of communication.
- c) Contractor shall visit the addresses it has received from TURKSTAT solely to conduct the interview form developed by UNDP. Contractor shall not carry out any other interviews at these addresses or use these addresses for any other purposes.

5. OBLIGATIONS

5.1. Contractor

- a) Contractor shall work in line with ISO 20252 Market, Opinion and Social Research standards and ISO 27001 Information Security Management System standards.
- b) Contractor shall commission maximum 100 (one hundred) interviewers (excluding those rejected by UNDP, including those recruited and then laid off) who bear the qualifications of the service to be awarded as part of the tender requires.
- c) Contractor is entitled to hire sub-contractor(s) to undertake the interviews in the provinces. However, hiring a sub-contractor shall in no way prejudice the obligations and responsibilities of the Contractor vis-a-vis UNDP.
- d) If the Contractor intends to commission a part of the work to a specific sub-contractor, UNDP may request detailed information about the sub-contractor.
- e) Matters pertaining to the personal rights and social security entitlements of the interviewers and all other staff who would take part in the work shall be dealt by the Contractor. UNDP shall reserve its right to request information/documents from the Contractor to inquire about whether it has fulfilled its legal and social obligations.

5.2. Sub-contractor

- a) Sub-contractor shall be accountable to the Contractor that has submitted a Quotation to deliver the Assignment.
- b) Contractor shall be accountable to UNDP for the acts and operations of its sub-contractor.
- c) Sub-contractor shall under no circumstances get in touch with UNDP; this shall be guaranteed by the Contractor.

5.3. Interview Team

5.3.1. Summary of Obligations

- a) During field implementation, interviewers shall fill out the interview form thoroughly and in full after conducting face-to-face interviews with participants, number of whom which will be specified in the sampling plan.
- b) During the very beginning of field implementation, there shall be two debriefings (end of day 1, and end of day 2); and then one every 15 days;
- c) Contractor shall inform UNDP at least 10 (ten) days before the training courses for interviewers, controllers and field officers about when and where the training would take place, by whom and for how long the training courses would be delivered, training contents, daily schedule as well as the ID and contact details of interviewers, controllers and field officers and their educational backgrounds. UNDP may request from the Contractor to replace any of these staff at the beginning or during any phase of the work. In that case, the Contractor shall submit the name of the new staff to UNDP for approval within 5 (five) days.

5.3.2. Qualifications of Central Coordinator

- a) A national of the Republic of Turkey,
- b) Above the age of 18 (eighteen),
- c) Holds a Bachelor's Degree on any field,
- d) Basic computer literacy and familiarity with reporting,
- e) Does not have a speech, vision or hearing impediment to an extent that would make communication difficult,
- f) Good communication skills,
- g) Previous experience in a field implementation is an asset,
- h) Never been convicted for a willful crime punishable by one-year imprisonment or longer, even though the time limits referred to in the Article 53 of the Turkish Criminal code have been exceeded or for committing crimes against national security, anti-Constitutional crimes and crimes against the functioning of the Constitutional order, crimes against sexual inviolability, embezzlement, corruption, bribery, theft, fraud, forgery, abuse of confidence, fraudulent bankruptcy, collusive tendering, fraudulent fulfillment of execution, laundering of illegally acquired properties, smuggling, or prostitution, despite having been pardoned,
- i) Not having restricted civil rights,
- j) Not having a criminal record,
- k) Having minimum 5 years of experience in interview survey design and/or field implementation.

5.3.3. Qualifications of Field Officers, Controllers and Interviewers

- a) A national of the Republic of Turkey,
- b) Above the age of 18 (eighteen),
- c) Holds a diploma from a high-school or equivalent educational institution,

- d) Basic computer literacy and familiarity with reporting,
- e) Does not have a speech, vision or hearing impediment to an extent that would make communication difficult,
- f) Good communication skills,
- g) Previous experience in a field implementation is an asset,
- h) Never been convicted for a willful crime punishable by one-year imprisonment or longer, even though the time limits referred to in the Article 53 of the Turkish Criminal code have been exceeded or for committing crimes against national security, anti-Constitutional crimes and crimes against the functioning of the Constitutional order, crimes against sexual inviolability, embezzlement, corruption, bribery, theft, fraud, forgery, abuse of confidence, fraudulent bankruptcy, collusive tendering, fraudulent fulfillment of execution, laundering of illegally acquired properties, smuggling, or prostitution, despite having been pardoned,
- i) Not having restricted civil rights,
- j) Not having a criminal record.

The Contractor must propose to UNDP and receive UNDP's prior written consent in case of a change in any of the abovementioned personnel, throughout the course of the Contract. UNDP has the right to request the CVs and proof documents of any of the Contractor's abovementioned personnel throughout contract validity. In case the CVs and/or the proof documents provided do not fulfil any of the above-listed criteria, UNDP has the right to immediately terminate the Contract without making any further payments.

5.3.4. Rules to be obeyed by the personnel conducting field implementation

- a) They shall treat the individuals with whom they interact politely, tolerantly, amiably and in good faith. They will not be involved in any arguments or quarrels; any complaints shall be communicated to UNDP via the Contractor.
- b) During the term of the work and in their areas of work, they shall not be engaged in any other form of work or follow up on any other tasks. They shall not disclose any confidential information, and they shall abide by the rules of document confidentiality.

6. CONFIDENTIALITY

- a) Contractor shall keep private and confidential all kinds of information and documents it would obtain during any phase of the work; it shall not disclose or publish any details. Confidentiality obligations shall survive the expiry or termination of the Contract on any grounds.
- b) Contractor shall sign a Non-Disclosure Agreement indicating that it would never share with third parties any information to be generated together with the individuals it worked with, in exchange of intellectual property during and after the work and submit this agreement to UNDP in a sealed envelope.

7. MANAGEMENT/CONTROL AND FINAL APPROVAL

UNDP shall control whether the work and reports delivered by the Contractor are as expected and to the satisfaction of UNDP. In case UNDP identifies any shortcomings, the Contractor shall address the issue and compensate for the shortcoming within 5 (five) business days.

8. HEALTH AND HYGIENE

The Contractor shall give utmost importance to health and hygiene at any time throughout the course of the Contract. All personnel involved in the subject Assignment should be equipped with personal protective equipment (PPE). The interviewers should obey the general hygiene procedures and should pay regard to social distancing measures at all times. The Contractor will be providing a face mask at its own expense, to every single interviewee with which a face-to-face interview will be conducted within the scope of the Contract. It is the Contractor's responsibility to prevent its personnel and its subcontractors' personnel (if any) and the interviewees from any possible health issue. UNDP may not be held responsible for any sort of health issue to arise throughout the course of the Contract.

9. ANNEXES

ANNEX 1

HANE CEVAPSIZLIK FORMU

A. Hanehalkı cevapsızlık nedeni.....

Hanehalkı alan uygulaması süresince evde bulunamadı

Hanehalkı görüşmeyi reddetti

Hanehalkı fertleri içinde cevap verebilecek nitelikte kimse bulunamadı

(hasta, yaşlı, engelli, iletişim problemi vb.)

Görüşmeyi yarıda bıraktı.....


Adres ikinci konut, sürekli ikamet eden yok (yazlık, mevsimlik).....

Boş konut.....

Adres bulunamadı.

Adres konut değil (inşaat, işyeri, resmi daire, okul, vb.).....

Diğer (Açıklayınız):



☐ 3
☐ 4
☐ 5
☐ 6
☐ 7
☐ 8
☐ 98

{ ☐ B
 { ☐ B

B. Haneyi kaç kez ziyaret ettiniz?

C. Haneyi ziyaret ettiğiniz tarihleri belirtiniz.

Birinci Ziyaret

İkinci Ziyaret

Üçüncü Ziyaret

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D. Hanehalkını kontrolörünüz ile birlikte ziyaret ettiniz mi?

Evet ☐ 1 Hayır ☐ 2

ANKETÖR

Ad Soyad

TC Kimlik No

Tarih

İmza

KONTROLÖR

Ad Soyad

TC Kimlik No

Tarih

İmza

ANNEX 2

QUOTATION SUBMISSION FORM

United Nations Development Programme
(UNDP)
Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı No: 106 06550
Çankaya, Ankara, Turkey

REF: UNDP-TUR-RFQ(CO3)-2020/24

SUBJECT: PROCUREMENT OF FIELD SURVEY FOR NATIONAL OPINION POLL TO MEASURE THE LEVEL OF CONFIDENCE AND SATISFACTION OF THE CITIZENS WITH THE WORK OF INTERNAL SECURITY FORCES (ISFS)

Dear Sir/Madam;

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions for Contracts, and hereby present our quotation for the “Procurement of Field Survey for National Opinion Poll to Measure the Level of Confidence and Satisfaction of the Citizens with the Work of Internal Security Forces (ISFs)”, and our agreement to provide the subject matter services in full conformity with the Terms of Reference and requirements of UNDP as per referred in this RFQ.

PRICE SCHEDULE

No.	Deliverable	Due Date	Percentage of Contract Price	Payment Amount (USD)
1	Submission of final version of the Interview Form and Interview Handbook to UNDP by conducting the pilot studies	2 weeks from Contract Signature	10%	.....
2*	Completion of the field survey and submission of the Interim Report along with the controlled raw data to UNDP	6 weeks from Contract Signature	65%	.....
3	Submission of the data to UNDP and acquisition of final approval from UNDP	7 weeks from Contract Signature	10%	.....
4	Submission of the Technical Report on Field Survey to UNDP	8 weeks from Contract Signature	15%	.....
GRAND TOTAL CONTRACT PRICE (USD)			100%	.....

*Breakdown of cost of Item 2 will be demonstrated within the below Table by the Offeror.

BREAKDOWN OF COST OF ITEM 2

No.	Description of Service	Estimated Number of Interviews*	Unit Price (USD)**	Total Price (USD)
2.a.	Local Survey as stipulated in the Terms of Reference	6800	.....	.....
2.b.	National Survey as stipulated in the Terms of Reference	3620	.....	.....
TOTAL PRICE OF ITEM 2 (USD)				.....

*The Estimated Number of Interviews may be increased/decreased by 25%, without any change in the Unit Price, at the time of Contract Signature, at the sole discretion of UNDP. Nevertheless, the financial evaluation will be based on the Total Price derived from the Estimated Number of Interviews stipulated above.

**The above stipulated Unit Prices are for face-to-face with Computer-assisted personal interviewing (CAPI) “Method of Interaction”. In case UNDP will need to fully or partially revise the “Method of Interaction” of the Local Survey and/or the National Survey as Computer-assisted telephone interviewing (CATI), the above stipulated Unit Prices will be revised. For such cases, the Offeror offers to decrease the above stipulated Unit Prices as follows:

USD..... for Unit Price of Item 2.a. USD..... for Unit Price of Item 2.b.

I hereby, as the authorized person of the Offeror, declare that the Terms of Reference of the services for which we have submitted a Quotation are reviewed and accepted without any reservation.

The prices above exclude VAT and include all kinds of transportation, insurance, etc. costs that will come out in relation to execution of the services.

I, as the authorized person of the Offeror, hereby confirm that UNDP reserves the right to totally cancel this RFQ without any obligation and/or need for clarification to Offerors.

Best Regards,

Date :
Signature and Stamp :
Name Surname :
Title :
Offeror’s Legal Title :



*Empowered lives.
Resilient nations.*

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

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

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

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

2. OBLIGATIONS OF THE CONTRACTOR:

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

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

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

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

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

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

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

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

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

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

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

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

4. PRICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

5. ADVANCE PAYMENT:

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

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

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

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

7. TIME AND MANNER OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

9. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

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

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

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

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

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

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

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

13. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

18.1 The Recipient shall:

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

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

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

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

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

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

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

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

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

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

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

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

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

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

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. SETTLEMENT OF DISPUTES:

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

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

whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

25. TAX EXEMPTION:

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

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

26. MODIFICATIONS:

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

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

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

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

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

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

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

28. LIMITATION ON ACTIONS:

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

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

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

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

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

31.1 The UN Supplier Code of Conduct;

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

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

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

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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

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

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

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

35. SEXUAL EXPLOITATION:

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

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform

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

35.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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

Annex 4- Information Note Template

Exact name of Project:

Employee name and province:

Name, Title, E-mail Address and Telephone of the manager to be contacted:

Exact start and end dates of the field survey:

Sampling ratio:

Size of sample:

Number of provinces which were considered within the scope of the Project:

Profile of interviewees:

Number of tablets used in the Project: