



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: July 24, 2020
	REFERENCE: RFP-2020-14

Dear Sir / Madam:

We kindly request you to submit your Proposal for ***A provision of service in conducting research on understanding the impact of COVID-19 on business and their responses to adverse human rights impacts, and piloting UNDP's Human Rights Due Diligence Rapid Self-Assessment Tool in India, Bangladesh and Viet Nam.***

Please be guided by the form attached hereto as Annex 1 and Annex 3, in preparing your Proposal.

Proposals must be submitted on or before **Friday, July 31, 2020**

United Nations Development Programme

BRH, Bangkok Thailand

Rohana Dissanayake

Rohana.dissanayake@undp.org

Your Proposal must be expressed in the **English**, and valid for a minimum period of **90 days**

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it is submitted by the method as addresses above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

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

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Rohana Dissanayake
Procurement Consultant
7/24/2020

Description of Requirements

Context of the Requirement	A provision of service in conducting research on understanding the impact of COVID-19 on business and their responses to adverse human rights impacts, and piloting UNDP's Human Rights Due Diligence Rapid Self-Assessment Tool in India, Bangladesh and Viet Nam
Implementing Partner of UNDP	N/A
Brief Description of the Required Services ¹	Research study on understanding the impact of COVID-19 on business and their responses to adverse human rights impacts, and piloting UNDP's Human Rights Due Diligence Rapid Self-Assessment Tool in India, Bangladesh and Viet Nam. This shall require, among other things, devising a piloting approach, conducting research on the use of the C19 RSA Tool, and summarizing findings, lessons learned, best practices adopted, and recommendations for further use by companies.
List and Description of Expected Outputs to be Delivered	<i>Defined in the TOR [Please Refer to Annex 5]</i>
Person to Supervise the Work/Performance of the Service Provider	Business and Human Rights Specialist, Business and Human Rights Unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub
Frequency of Reporting	Fortnightly reporting, and additional as required
Progress Reporting Requirements	<i>Defined in the TOR [Please Refer to Annex 5]</i>
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	<i>Approx. 5 months</i>
Target start date	<i>10 August 2020</i>
Latest completion date	<i>23 December 2020</i>
Deadline for Submission of Proposals	31 st July 2020

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Submission of Proposals	<p style="text-align: center;">UNDP eTendering</p> <ul style="list-style-type: none"> a. Proposal submission address - https://etendering.partneragencies.org b. Business unit – BRC10 c. Event number – 0000006591 d. Submission requirements <ul style="list-style-type: none"> i. Format – PDF files only ii. File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. iii. All files must be free of viruses and not corrupted. iv. Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP v. Max. File Size per transmission: None vi. The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. vii. The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. viii. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. ix. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
Travels Expected	Potentially to target countries (India, Bangladesh, Viet Nam)
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating	<input checked="" type="checkbox"/> Required

breakdown and timing of activities/sub-activities					
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required				
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars				
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted				
Payment Terms ³	No	Deliverables/ Outputs	Estimated Duration to Complete	Review and Approvals Required	Pay ment
	1	Detailed approach, methodology, and research instruments to be used for the study, with the sample plan and a list of companies (in two industries approved by UNDP) that have agreed to be part of the scoping study. The selected companies must represent a minimum of 15 medium-big sized companies – 5 in each of the targeted countries (Bangladesh, India and Viet Nam) – with at least 500 employees. The approach, methodology and final list of companies shall be subject to approval by UNDP. The contracting agencies are encouraged to recommend a sample plan with justification and costing.	30 August 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.	30%
	2	Brief PowerPoint presentation with topline findings from the pilot testing, which shall elaborate the initial lessons learned from and best practices adopted by 6 companies that have	30 September 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance	40%

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

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

		undergone an analysis of their operations and tested UNDP's C19 RSA Tool. The 6 companies must represent a balanced mix of companies from each of the three target countries; preferably at least 2 each in India, Bangladesh and Viet Nam.		and Peacebuilding Team, UNDP Bangkok Regional Hub.	
	3	Detailed PowerPoint and narrative report summarizing the scoping context, approach and methodology, findings, analysis and interpretation, conclusions, and recommendations for further use of the C19 RSA Tool. The PowerPoint and narrative report must be presented to UNDP for inputs and feedback. The contractor shall amend the report based on the comments provided by UNDP and shall submit the report to UNDP. The deliverable will be met once all comments are sufficiently addressed and UNDP approves the report.	20 December 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.	30%
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Business and Human Rights Specialist, Business and Human Rights Unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services and UNDP Purchase Order				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 15% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 45% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40% <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.				

	Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data is disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <input checked="" type="checkbox"/> Detailed TOR (Annex 5) <input type="checkbox"/> Technical Evaluation Criteria
Contact Person for Inquiries (Written inquiries only) ⁵	<i>Rohana Dissanayake</i> <i>Procurement Consultant</i> <i>rohana.dissanayake@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Document/s showing proof of Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <input type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including, Articles of Incorporation, or equivalent document if Bidder is not a corporation <input type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years <input type="checkbox"/> Previous list of clients and contracts including minimum two Satisfactory completion certificates from top clients. <input checked="" type="checkbox"/> Technical Proposal, including proposed plan of action <input checked="" type="checkbox"/> Financial proposal submitted as a separate file encrypted with a password <input checked="" type="checkbox"/> Any other required documents mentioned in Terms of Reference

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Other Information Documentation and rights over material.	UNDP will retain ownership of all materials relating to the project and requires a comprehensive handover, complete with documentation, which will enable continued editing and maintenance of the final knowledge product.
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Incomplete proposals may not be considered.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Track Record – list of clients for research services, indicating description of contract scope, contract duration, contract value, contact references;*
- c) *Experience with private sector and research*
- d) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, Principal Researcher(s) and Project Analyst(s) who are supporting, etc.;*
- b) *CVs demonstrating qualifications*

⁶ This serves as a guide to the Service Provider in preparing the Proposal.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

D. Cost Breakdown per Deliverable*

Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive) (USD)
Deliverable 1: Detailed approach, methodology, and research instruments to be used for the study, with the sample plan and a list of companies (in two industries approved by UNDP) that have agreed to be part of the scoping study. The selected companies must represent a minimum of 15 medium-big sized companies – 5 in each of the targeted countries (Bangladesh, India and Viet Nam) – with at least 500 employees. The approach, methodology and final list of companies shall be subject to approval by UNDP. The contracting agencies are encouraged to recommend a sample plan with justification and costing.	30%	
Deliverable 2: Brief PowerPoint presentation with topline findings from the pilot testing, which shall elaborate the initial lessons learned from and best practices adopted by 6 companies that have undergone an analysis of their operations and tested UNDP's C19 RSA Tool. The 6 companies must represent a balanced mix of companies from each of the three target countries; preferably at least 2 each in India, Bangladesh and Viet Nam.	40%	
Deliverable 3: Detailed PowerPoint and narrative report summarizing the scoping context, approach and methodology, findings, analysis and interpretation, conclusions, and recommendations for further use of the C19 RSA Tool. The PowerPoint and narrative report must be presented to UNDP for inputs and feedback. The contractor shall amend the report based on the comments provided by UNDP and shall submit the report to UNDP. The deliverable will be met once all comments are sufficiently addressed and UNDP approves the report.	30%	

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

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

TERMS OF REFERENCE (TOR)

Research study on understanding the impact of COVID-19 on business and their responses to adverse human rights impacts, and piloting UNDP's Human Rights Due Diligence Rapid Self-Assessment Tool in India, Bangladesh and Viet Nam

PROJECT NAME: UNDP Business and Human Rights in Asia (B+HR Asia),
Bangkok Regional Hub

A. Background Information

The socio-economic shocks resulting from the global spread of COVID-19 comes at a time of acute inequality and ecological fragility. The pandemic is hitting vulnerable and marginalized groups particularly hard. Among other things, hundreds of millions of people are facing poverty, with all the consequences this entails, including an inability to protect themselves from health risks, to access healthcare, to pay for essential goods, or to sustain livelihoods or living wages more in general. Unless business, government and civil society come together to take timely and proactive measures, the COVID-19 pandemic may unwind much of the progress made towards the 2030 Agenda for Sustainable Development and the Sustainable Development Goals.

Businesses are facing bankruptcy at an unprecedented scale, resulting in job losses for millions. In this context, confidence in the durability of the global economy, and by extension the norms and institutions that support it, are being tested like never before. How businesses respond to the crisis—especially those firms who receive State support to continue operations—will shape public attitudes towards the private sector for years to come. In fact, many businesses have risen to the challenge posed by COVID-19 contributing medical supplies, implementing worker well-being initiatives, and offering support to impacted communities. In some cases, manufacturers are switching production to produce lifesaving masks and ventilators in short supply. In other cases, businesses have extended support to their employees well-being and health and safety. These companies deserve abundant praise, however, leading companies also know that they must go beyond philanthropy and address any adverse human rights impacts relating to all their business activities, though with a particular focus on core business activities. Companies should understand that demonstrating respect for human rights, especially in the midst of harsh economic circumstances, is a strong reflection on their core values. They should also understand that preventing, mitigating and addressing adverse human rights impacts is key to maintaining trust—with clients, consumers, employees, shareholders, and communities—long after the crisis has passed.

The socio-economic impacts of the COVID-19 crisis in India, Bangladesh and Viet Nam are being felt. The scope and scale of COVID-19 in India is causing a plethora of human rights issues; hundreds of millions of people have been affected. For example, the pandemic has caused informal workers to lose the little livelihoods they had pre-pandemic. Moreover, the pandemic has caused a mass exodus of migrant workers who have become stranded with nowhere to go. Further, COVID-19 has put many planned socio-economic policies on hold, including India's development of a National Action Plan on Business and Human Rights. The economy of Bangladesh is focused on a few industries, including the ready-made garment industry. As a result, the country relies heavily on foreign buyers. However, as has been well documented, suppliers in the garment industry are facing order cancellations which is severely impacting their cashflows and thus their ability to take on new orders and remain in business. In turn, garment workers in Bangladesh are now more than ever struggling to survive. Finally, Viet Nam reportedly has recovered faster than other countries in Southeast Asia, though undoubtedly the socio-economic

consequences of the pandemic are felt here too due to the decline in global demand for their goods. As the COVID-19 pandemic paralyses the economy and its operations, there is a stronger business case for addressing the adverse impact of business operations through due diligence efforts. To be able to respect human rights, companies need to understand their actual or potential adverse human rights impacts on affected groups, and especially the most vulnerable in society.

B. Objectives

UNDP has developed the 'Human Rights Due Diligence and COVID-19: Rapid Self-Assessment for Businesses' (C19 RSA Tool), to help businesses consider and manage adverse human rights impacts of their operations in response to COVID-19. This non-exhaustive list of potential actions allows for rapid but continuous reflection on the human rights risks and impacts common to many industries. This C19 RSA tool is inspired and guided in part by UNDP's wider ['COVID-19 Integrated Response'](#) and ['Beyond Recovery: Towards 2030'](#) policy offers. Through the 'Prepare, Respond and Recover' framework, UNDP is actively supporting the procurement and supply of essential health products, strengthening crisis management and response capacities, and addressing critical social and economic impacts. The tool has been developed within the framework of the *Business and Human Rights in Asia* (B+HR Asia) programme funded by the European Union and the Government of Sweden. The Assessment is being translated in various languages.

Key objectives are as follows:

1. The document will begin with a brief introduction on the overall impact of COVID-19 on businesses in India, Bangladesh, Viet Nam in selected industries. While UNDP envisages to conduct research on supply chains (buyers and suppliers) in the garment sector and the hard goods sector, the contractor may suggest – pending approval of UNDP – up to a maximum of two other sectors, granted that the contractor provides an adequate justification for this choice.
2. To analyze the preparedness and performance of at least 15 companies (at least 5 in each of the targeted countries: India, Bangladesh and Viet Nam) in managing through human rights due diligence their adverse human rights impacts in times of COVID-19, by using as a reference the content of UNDP's C19 RSA Tool. In this respect, the contractor shall ask each company to devise a sample plan, outlining how the C19 RSA Tool will be tested. The contractor shall engage with sustainability, legal compliance or other relevant business units. The contractor will document how easily the C19 RSA Tool is utilized by these business units and any challenges faced by businesses in administering the same.
3. To document initiatives undertaken by businesses on corporate policies and human rights due diligence practices in response to COVID-19. Though depending on the specific nature of each company under review, the adverse human rights risks that shall be evaluated will most likely include but not be limited to: labour rights, occupational health and safety, environmental and community impacts, safeguarding policy, preventing stigma and discrimination.

C. Scope of Work

Under the overall supervision of the Business and Human Rights Specialist, Business and Human Rights Unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub, the Contractor will perform the following tasks:

- Identify at least 15 companies (at least 5 in each India, Bangladesh and Viet Nam) that are willing to be engaged in the study and pilot the C19 RSA Tool;
- Devise a piloting approach and research methodology, and identify research instruments;
- Conducting research on the use of the C19 RSA Tool by companies in the context of COVID-19;
- Summarize preliminary findings on the use of the C19 RSA tool, initial lessons learned and best practices adopted by companies while the study is ongoing, and present these to UNDP;
- Write a detailed narrative report summarizing the scoping context approach and methodology, findings, analysis and interpretation, conclusions and recommendations for further use of the C19 RSA Tool, and present these to UNDP.
- Incorporate any inputs provided by UNDP and amend the research and knowledge products accordingly.

D. Deliverables and Schedules/Expected Outputs

The contractor will be responsible for designing a research methodology, leading desk and field research in the selected countries, and collating findings into concrete recommendations for further use of the C19 RSA Tool by companies through a high-quality report that will be published by UNDP. The agency will also be tasked with presenting the findings throughout the research to UNDP. All the outputs/deliverables as stipulated below are subject to review and approval by the Business and Human Rights Specialist, UNDP BRH, before deliverables are deemed to be met and payment can be requested.

E.

No	Deliverables/ Outputs	Estimated Duration to Complete	Review and Approvals Required
1	Detailed approach, methodology, and research instruments to be used for the study, with the sample plan and a list of companies (in two industries approved by UNDP) that have agreed to be part of the scoping study. The selected companies must represent a minimum of 15 medium-big sized companies – 5 in each of the targeted countries (Bangladesh, India and Viet Nam) – with at least 500 employees. The approach, methodology and final list of companies shall be subject to approval by UNDP. The contracting agencies are also encouraged to recommend a sample plan with justification and costing.	30 August 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.
2	Brief PowerPoint presentation with topline findings from the pilot testing, which shall elaborate the initial lessons learned from and best practices adopted by 6 companies that have undergone an analysis of their operations and tested UNDP's C19 RSA Tool. The 6 companies must represent a balanced mix of companies from each of the three target countries; preferably at least 2 each in India, Bangladesh and Viet Nam.	30 September 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.

3	Detailed PowerPoint and narrative report summarizing the scoping context, approach and methodology, findings, analysis and interpretation, conclusions, and recommendations for further use of the C19 RSA Tool. The PowerPoint and narrative report must be presented to UNDP for inputs and feedback. The contractor shall amend the report based on the comments provided by UNDP and shall submit the report to UNDP. The deliverable will be met once all comments are sufficiently addressed and UNDP approves the report.	20 December 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.
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F. Governance and Accountability

The research is commissioned by UNDP Bangkok Regional Hub. The contractor will be selected through a competitive process. The contractor will be supervised by the Business and Human Rights Specialist, Business and Human Rights Unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub, throughout the consultancy. The contractor will work with other staff and consultants involved in the Business and Human Rights Unit as required.

Fortnightly reporting will be required, though additional reporting may be requested by UNDP and each deliverable shall be presented to the Business and Human Rights Specialist for review and approval.

The project will not be required to provide any facilities or other support, though the Business and Human Rights Specialist or other team members may provide guidance.

G. Expected Duration of the Contract/Assignment

The research will begin on 1 August 2020 and the final report should be delivered by 20 December 2020.

H. Duty Station

The duty station can be “home based”, though preferably in one of the target countries or South/Southeast Asia.

I. Professional Qualifications of the Successful Contractor and its Key Personnel

Applications are solicited from highly experienced institutions or organizations with specific expertise in the below fields.

The minimum qualifications of the contractor (agency) and its representative are as follows:

Contractor (agency)

- Inter-disciplinary research expertise;
- A minimum of 40 completed research projects;

- Demonstrable experience of working with private sector clients, especially with top leadership (e.g. C-suite);
- Demonstrable experience in conducting research with the private sector on COVID-19.
- clear proposition of team structure and job division between required team members (see below)

Education and Experience of Team Leader

- Advanced university degree (Master's or equivalent) in business management, social science, anthropology, governance, law, or related discipline(s);
- 12+ years of leadership experience in research and consulting with private sector;
- Demonstrable knowledge and experience in advising clients on research and strategy, handling large research projects and insighting;
- Experience of working with UN agencies or other multilateral organizations

Education and Experience of Principal Researcher

- Advanced university degree (Master's or equivalent) in business management, social science, anthropology, governance, law, or related discipline(s);
- 12+ years of total experience, with 5+ years in business and human rights;
- Demonstrable experience in managing projects on human rights due diligence;
- Demonstrable experience in Asia on research and training on business and human rights, with experience in at least two of the following three countries: India, Bangladesh, Viet Nam;
- Experience of working UN agencies or other multilateral organizations.

Education and Experience of Project Analyst

- PhD in statistics, economics, social science, business management or related field(s);
- 12+ years of experience (including PhD experience) in quantitative and qualitative analysis including statistical and analytical tools;
- Demonstrable experience of publishing in peer reviewed journals.

J. Price and Schedule of Payments

No	Deliverables/ Outputs	Estimated Duration to Complete	Review and Approvals Required	Payment
1	Detailed approach, methodology, and research instruments to be used for the study, with the sample plan and a list of companies (in two industries approved by UNDP) that have agreed to be part of the scoping study. The selected companies must represent a minimum of 15 medium-big sized companies – 5 in each of the targeted countries (Bangladesh, India and Viet Nam) – with at least 500 employees. The approach, methodology and final list of companies shall be subject to approval by UNDP. The contracting agencies are also encouraged to recommend a sample plan with justification and costing.	30 August 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.	30%
2	Brief PowerPoint presentation with topline findings from the pilot testing, which shall elaborate the initial lessons learned from and best practices adopted by 6 companies that have undergone an analysis of their operations and tested UNDP's C19 RSA Tool. The 6 companies must	30 September 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.	40%

	represent a balanced mix of companies from each of the three target countries; preferably at least 2 each in India, Bangladesh and Viet Nam.			
3	Detailed PowerPoint and narrative report summarizing the scoping context, approach and methodology, findings, analysis and interpretation, conclusions, and recommendations for further use of the C19 RSA Tool. The PowerPoint and narrative report must be presented to UNDP for inputs and feedback. The contractor shall amend the report based on the comments provided by UNDP and shall submit the report to UNDP. The deliverable will be met once all comments are sufficiently addressed and UNDP approves the report.	20 December 2020	Business and Human Rights Specialist, Business and Human Rights unit, Governance and Peacebuilding Team, UNDP Bangkok Regional Hub.	30%

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS

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

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

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

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

2. OBLIGATIONS OF THE CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

4. PRICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

5. ADVANCE PAYMENT:

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

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

6. SUBMISSION OF INVOICES AND REPORTS:

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

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

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

7. TIME AND MANNER OF PAYMENT:

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

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

8. RESPONSIBILITY FOR EMPLOYEES:

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

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

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

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

11. INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants

or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

12. INSURANCE AND LIABILITY:

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

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

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

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

12.4.1 Name UNDP as additional insured;

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

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

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

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

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct

relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

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

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

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

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

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

17.1 The Recipient shall:

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

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

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

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

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

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

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

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

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

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

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

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

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

19. TERMINATION:

19.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days’ notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 22.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

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

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.**19.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

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

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

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall

have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

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

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

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

24. TAX EXEMPTION:

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

24.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the

payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

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

26. AUDITS AND INVESTIGATIONS:

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

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

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

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

27. LIMITATION ON ACTIONS:

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

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance

of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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

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

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

30.1 The UN Supplier Code of Conduct;

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

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

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

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

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor

shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

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

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

34. SEXUAL EXPLOITATION:

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

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

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

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