



## REQUEST FOR QUOTATION

<b>Name of the Firm</b>	<b>DATE:</b> 22.09.2020
	<b>REFERENCE:</b> UNDP-TUR-RFQ(EEM)-2020/45

Dear Sir / Madam:

We kindly request you to submit your quotation for **Procurement of Implementation of Energy Efficiency Awareness Survey with SMEs**, as detailed in Technical Specifications 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 **17:30hrs (GMT + 3), October 5<sup>th</sup>, 2020** and via *email* to the email address below:

**United Nations Development Programme (UNDP)**

*Attn: Mr. Çağlar Selçuk*

*Procurement Officer, UNDP*

*E-mail Address: [tr.procurement@undp.org](mailto: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 take note of the following requirements and conditions pertaining to provision of the services:

<b><u>Subject of Procurement</u></b>	Procurement of Implementation of Energy Efficiency Awareness Survey with SMEs
<b><u>Deadline for Submission of Quotations</u></b>	<b>05.10.2020 - 17:30hrs (GMT + 3)</b>  Quotations submitted later than the date and time specified above shall not be accepted. The Issuing Office does not take any responsibility of any delay caused by email or any other appointee. It is strongly recommended to the Offerors to take the respective measures for the prevention of these delays.
<b><u>Eligibility of Participation to Tender</u></b>	<b>Any persons or third parties involved in the preparation of this Terms of Reference are not eligible to participate in this tender.</b>
<b><u>Currency of Quotation</u></b>	Turkish Lira (TRY)
<b><u>Value Added Tax (VAT) on Price Quotation</u></b>	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.
<b><u>Period of Validity of Quotes starting from the deadline for Submission of quotation</u></b>	Period of Validity of Quotes starting from the deadline for Submission of quotation <u>90 days</u> 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.

<p><b><u>Documents that Must be Submitted by The Offeror to Establish Qualification</u></b></p>	<p>a) <b>Business Registration Certificate:</b> Copy of business registration certificate.</p> <p>b) <b>Signature Authority:</b> Notarized signatory circulars and the original version of the notarized Authority to Sign document on behalf of the legal entity.</p> <p>c) <b>Previous Similar Experience:</b> At least one Work Completion Letter demonstrating similar experience regarding field survey(s) on social surveys consisting of at least 400 interviews, within 2016, 2017, 2018, 2019 and 2020.</p> <p>d) <b>CV of one Survey Coordinator, one web survey developer</b> <i>(It is upto the offeror how many field coordinators and web survey developers will be allocated for this study).</i></p> <p>e) <b>Submission of each page of the RFQ and its Annexes</b> duly signed and stamped.</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 Technical Specifications, UNDP has the right to immediately terminate the Contract without making any further payments.</p>
<p><b><u>Partial Quotes</u></b></p>	<p>Not permitted Offerors must quote prices <b>for the whole requirement.</b></p>
<p><b><u>Inspection and Acceptance</u></b></p>	<p>UNDP will evaluate the quality of the submitted work in consultation with Ministry of Industry and Technology (MoIT).</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 Technical Specifications.</p>
<p><b><u>Duration of Services and Latest Expected Delivery Date</u></b></p>	<p>The Offeror shall complete the delivery of the services stipulated in this RFQ to UNDP Turkey Country Office latest by 10 weeks after contract signature.</p>
<p><b><u>Liquidated Damages</u></b></p>	<p>If UNDP concludes that services provided 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 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 the 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> <p>i) 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 Section 4 of Technical Specification of this RFQ. UNDP may terminate the contract when 10% deduction is made due to delays.</p> <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><b><u>Eligibility of Establishment</u></b></p>	<p>An Offeror shall be legally established as a single entity or a real person. Offerors, as of the date of submission of the quotation, should not be in the circumstances of disqualification or restriction to</p>

	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.
<b><u>Evaluation Criteria</u></b>	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
<b><u>UNDP will award the Contract to</u></b>	One and only one Offeror which is qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
<b><u>Type of Contract to be Signed</u></b>	Face Sheet Contract Successful Offeror shall sign and return the Contract to UNDP within 3 (three) working days following its receipt.
<b><u>Contract Effectivity</u></b>	The contract shall be effective on the date of last signature by the parties.
<b><u>Payment Terms and Conditions</u></b>	Payments will be made upon completion of services and acceptance and approval of these services and respective invoices by UNDP as detailed in the Section 4 of Annex-1 Technical Specification of this RFQ and Price Proposal Form. 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.
<b><u>Contact Person for Inquiries</u></b> <b><u>(Written inquiries only)<sup>1</sup></u></b>	Çağlar Selçuk, Procurement Officer <a href="mailto:tr.procurement@undp.org">tr.procurement@undp.org</a>  Prospective Offerors may submit inquiries latest by 3 days prior to the Deadline for Submission of Quotations. Inquiries or bids 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. All documentations, including catalogues, instructions and operating manuals, may be in any of these languages: English or Turkish 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.
<b><u>Annexes to this RFQ</u></b>	Technical Specifications (Annex 1) Quotation Submission Form and Price Schedule (Annex 2) General Terms and Conditions for Contracts (Annex 3)  Non-acceptance of the terms of the General Terms and Conditions for Contracts (GTC) shall be grounds for disqualification from this procurement process.

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

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

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

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

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

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

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

<http://www.undp.org/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 zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link:

[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely Yours,



Usame Yalçın  
Assistant Resident Representative  
(Operations)  
22.09.2020

**Declaration on Solicitation Documents, that need to be signed by the Offeror:**

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.

Best Regards,

Date:

Signature and Stamp:

Name and Last Name:

Title:

Offeror's Legal Title:

**ANNEX-1**

**UNDP-TUR-RFQ(EEM)-2020/45**

**Technical Specifications for**

**Implementation of Energy Efficiency Awareness Survey with SMEs**

**1. Background**

In Turkey, 47% of net electricity consumption is from the industrial sector, with an estimated 70% of this energy consumption from electric motor-driven systems, 90% of which use 3-phase squirrel cage asynchronous motors as defined in the EU Eco-design Implementing Measure 640/2009 on electric motors as amended by Implementing Measure 4/20142. Electric motors in Turkey, in general, are not energy efficient. Promoting Energy Efficient Motors in Small and Medium Sized Enterprises Project (TEVMOT) project aims to promote significant additional investment in industrial energy efficiency in Turkey by transforming the market for energy-efficient motors used in small and medium-sized SMEs. This objective will be achieved by strengthening the legislative and regulatory framework related to both new and existing EE motors in Turkey, developing governance and information infrastructure, upgrading test laboratories at the Turkish Standards Institute (TSI), launching a "one-stop-shop" sustainable financial support mechanism, and developing and implementing a comprehensive public awareness and training program. The TEVMOT project covers seven organized industrial zones (OIZ) in Ankara Sincan, Adana Hacı Ömer Sabancı, İzmir Kemalpaşa, Gebze Antalya, Uşak, and Bursa.

The most critical success factor for the TEVMOT Project will be the successful implementation of the demo and scaled-up electric motor replacement program in Small and Medium Size SMEs (SMEs) in Turkey to accelerate the market transformation towards more efficient motors used in SMEs in Turkey. For this purpose, the level of subscriptions by SMEs to the one-stop-shop financial mechanism will be critical to the achievement of this objective. Given the preceding, successful dissemination of financial tools also depend on the implementation of an awareness-raising campaign carefully designed considering the results of a survey aimed at measuring the level of awareness of SMEs about the benefits of energy-efficient electric motors.

**2. Objectives**

The overall goal of this survey is to provide the insight which would help to shape awareness campaign of TEVMOT project.

The survey has the following main objectives:

- Objective 2.1: Gauge the current level of awareness of SMEs about the benefits of energy-efficient electric motors
- Objective 2.2: Identify the factors that affect the motivation of SMEs against replacement of energy-efficient electric motors
- Objective 2.3: Explore the possible financing mechanisms for replacement of energy-efficient electric motors
- Objective 2.4: Understand the SMEs financial needs for replacement of energy-efficient electric motors
- Objective 2.5: Determine the market dynamics that will shape the roadmap of promotion and awareness-raising activities

- Objective 2.6: Ensure the efficient, result-oriented and rational use of project resources
- Objective 2.7: Measure the impact/effectiveness of project activities through baseline

### 3. Scope of Work and Tasks

The scope of the consultancy will be to implement an SME survey across Turkey in major industrial provinces in the fourth quarter of 2020.

The Contractor will be delivered high-quality data within a timeframe agreed with UNDP and Directorate General of Industry and Productivity (DGIP) teams. The details of activities to be performed by the Contractor are indicated below;

#### 3.1 Survey Scope and Coverage

The survey will be undertaken in 10 major industrialized provinces of Turkey (Table 1 ). The survey will establish benchmarks of the current situation of SMEs before the introduction of the pilot motor replacement program. The sample SMEs will be from the manufacturing sector.

*Table 1 Sample provinces and allocation*

Province	Sample Size
İSTANBUL	106
İZMİR	76
KOCAELİ	76
BURSA	75
TEKİRDAĞ	45
GAZİANTEP	42
ANKARA	30
OSMANİYE	30
KAHRAMANMARAŞ	30
ADANA	30
UŞAK	30
ANTALYA	30
<b>TOTAL</b>	<b>600</b>

A total of 600 SME interviews will be carried out employing phone interviews and/or web-surveys with managers from the randomly selected firms under this contract. The estimated margin of error for overall estimates will be around 5 % at country level. An indicative breakdown of the number of interviews by province is provided in table 1. The UNDP may modify the breakdown of samples based on sampling frame attributes.

As a part of national electricity consumption statistics<sup>1</sup>, EPDK (the Republic of Turkey, Energy Market Regulatory Authority) disseminates annual electricity consumption by provinces and types of consumers. The 2018 statistics, which is the latest data at the province level, were elaborated for the identification of survey provinces. The main argument of utilizing electricity consumption statistics is the assumption that industrialized provinces consume more electricity.

<sup>1</sup> <https://www.epdk.org.tr/Detay/Icerik/3-0-167/resmi-istatistikler>

## 3.2 Survey Instruments

### 3.2.1 The Questionnaire

Each interview will use a single questionnaire and questionnaire that was already developed by UNDP and the Ministry of Industry and Technology (MoIT), Directorate General of Strategic Researches, and Productivity (DGSRP) teams. The questionnaire was designed to seek opinions and information mainly from the SME's senior manager. The main body of the questionnaire solicits experiences and opinions on different aspects of energy efficiency, considering the Objectives mentioned above in Item number 2. It is also expected that the questionnaire would take approximately 15-25 minutes (40-50 closed-ended questions) to implement.

It is intended that before beginning the piloting work, all parties should be confident that the surveys will achieve the objectives. The Contractor will only test and implement a questionnaire.

### 3.2.2 Web-Survey Platform

It is expected that the data collection will benefit from web-survey supported by phone interviews. The data collection system should allow the necessary checks, values, and skip patterns. The Contractor will be responsible for the development of the web-survey system, which will enable data accurate and seamless collection.

## 3.3 Sampling Methodology

UNDP will develop the sampling methodology in close cooperation with DGSRP. The list of selected firms and substitute list with replacement criteria will be shared with Contractor. The Contractor will not be responsible for the design of the sampling methodology.

## 3.4 Recruitment of Field Personnel

The team shall be mainly comprised of survey coordinators and interviewers and web-survey developers. The Contractor shall be fully responsible for the recruitment of field personnel for all survey activities (pretest, pilot, central survey). At least five interviewers are expected to work during data collection. Bidders are expected to submit their team composition and data collection management strategy in their technical proposal. The final selection of personnel for the data collection shall be based on experience, education, and performance during training. The selected field personnel should also have expertise in survey administration, as well as conducting SME surveys via telephone interviews. It is also expected that selected enumerators and supervisors would be available for the entire duration of the survey. The Contractor shall also recruit a remote data quality control team.

- A **survey coordinator** will oversee the data collection. The duties of the survey coordinator will be: to communicate with UNDP and DGSRP; to assure the quality of deliverables; to deliver data collection training; to supervise all activities of interviewers and other team members; to assign SMEs to be interviewed to interviewers; to assist the interviewer in securing SMEs' participation; to assist the team in ensuring maximum participation and minimizing non-response, and to coordinate with interviewers the quality control of the data collection process.
- The duties of the **interviewers** will be: to contact the selected SMEs and ensure their participation; to conduct telephone and web-survey interviews with the selected firms' representatives; to accurately record respondents' answers; to ensure completeness and accuracy of solutions; to perform accuracy checks on the questionnaires; to ensure security and confidentiality of the completed questionnaires; to respond to other needs related to the data collection as assigned from time to time and to safeguard the confidentiality and privacy of the collected information.
- The duties of the **web-survey developer** will be: to develop web survey form of the questionnaire; to ensure the functionality of web survey system; to enable UNDP and DGSRP monitoring of data



collection process: to produce dataset in STATA format with proper labels, values, and data format;  
all other web-survey/phone survey related tasks

### **3.5 Survey Implementation**

The survey will be carried out by the selected Firm employing telephone interviews and/or web-surveys with each SME's top manager and potentially other senior managers, as discussed above. The data collection shall be rolled-out immediately after the initial training. It is, therefore, vital that all necessary arrangements are made to ensure the smooth and timely take-off of the data collection. A detailed work plan that highlights the calendar of activities for each field team; provisions for ensuring data quality, including procedures for addressing data inconsistencies and misreporting, and spot checks, shall be developed by the Contractor. During the data collection, checks and balancing mechanisms shall be put in place to ensure that questionnaires are administered to the appropriate respondents/individuals.

The underlying protocol for survey implementation will be as follows and can be further improved by Contractor during the inception phase;

1. Work on the sample list (at least 3,000 firms) provided by UNDP and DGSRP where telephone numbers/emails are delivered in most of them and complete/update missing information,
2. Contact selected sample firms, introduce yourself, tell about the objective of the survey and how sample firms were selected, and provide information about the confidentiality of data,
3. Identify the managers/directors (principal respondent ) who would be able to respond to the survey on behalf of Firm and get contact details such as email address and mobile phone number,
4. Get the consent of principal respondents for the participation of the survey (record how many of them rejected and accepted to participate),
5. Disseminate the web-survey link with identified responds at each sample firm (provide details of the deadline),
6. Following the dissemination of web-survey link, contact principal respondents immediately to clarify if they accessed the web-survey or not,
7. Monitor daily submissions and inform UNDP and DGSRP accordingly,
8. If the list of sample firms exhaust, contact UNDP and DGSRP to get more sample firms,
9. If the Firm wants to be interviewed via phone, then conduct a survey via phone interviews.

The Contractor is responsible for writing, getting approval of, and sending letters and/or emails, making phone calls, setting appointments, and conducting 600 completed interviews within the scope of this contract. UNDP/DGIP will support Contractor to facilitate the implementation of interviews where their intervention is needed

#### **3.5.1 Training**

The Contractor must have a well-developed plan to train their interviewers on the questionnaire and survey procedures thoroughly. Interviewers must also be able to interpret all questions consistently and ask all items in the prescribed manner. All interviewers are expected to read, study, and understand the Questionnaire Manual which will be developed by Contractor

Training of the data collection team in the specific implementation of the questionnaire is essential for the success of the project. For this reason, bidders are encouraged to plan a centralized training, ideally in their premises and/or in any training venue furnished with required training equipment. The costs related to training will be covered by Contractor.

The UNDP and DGSRP will be part of all these training sessions. However, it is the Contractor's responsibility to be able to train all the staff participating in the survey implementation independently. It is recommended that extra interviewers are prepared to make up for any attrition or nonperformance during data collection. The following components must be included in the training:

- **Theoretical:** Training should include a theoretical review of the questionnaire for data collection team to fully understand the objective of each question. Standard phone interviewing techniques and phone survey protocols should also be covered.
- **Classroom practice:** Training should include individual and group exercises for participants to become familiar with the practice of survey implementation. This part of the training will include in-class demonstrations of all sections/questions of the questionnaires as well as mock interviews using the CATI application

**3.5.2 Evaluation:** As part of the training, interviewers should be evaluated based on their understanding of the survey protocol and the questionnaires in particular. The evaluation shall be conducted by UNDP/DGSRP teams, and the results documented accordingly. If UNDP/DGSRP are not satisfied with the qualifications of interviewers, the Contractor should replace interviewers.

### **3.5.3 Piloting**

Following the pretest and revision of the questionnaire, the Contractor must conduct a pilot with 10-15 SMEs from various provinces. Each interviewer should attend at least two phone interviews with a specific focus on testing survey protocol and web-survey system. The Contractor must develop a pilot report and submit it to the UNDP/DGSRP as a result of piloting.

All modifications to the questionnaires, instructions, and sampling structure that may be suggested from the piloting results must be approved by the UNDP/DGSRP. Any changes to the format or order of the questionnaire to facilitate implementation should also be cleared with the UNDP/DGSRP.

### **3.5.4 Data Collection**

For a survey to be complete, most of the relevant information must be obtained and entered into the database. No questions should be left blank except the ones skipped due to correctly applied skip patterns. The integrity and accuracy of the data are vital. The Contractor will establish procedures to check the quality of the data. A minimum of 10% of the completed interviews will be required to be back reviewed by telephone by the Contractor to ensure the integrity of the data collection. Additional callbacks may be necessary depending on the quality control feedback provided by the UNDP/DGIP. The survey coordinator will randomly check some randomly selected data submissions.

### **3.5.5 Monitoring of Data Collection**

The Contractor will be required to monitor data collection activities remotely closely. Monitoring during data collection should be conducted by a specialized quality assurance/control support team who are fully versed in survey protocols and questionnaire content. The incoming data should also be remotely monitored for completeness, consistency, unreasonable values, etc. The remote monitoring shall include (but not be limited to) data checking programs in SPSS/Stata/R/Excel to identify potential issues for follow-up and correction. This exercise shall be conducted continuously throughout the data collection period. Contractors invited to submit a full proposal should provide a detailed plan for the monitoring component.

### **3.5.6 Data Documentation and Delivery**

The data shall be cleaned by the Contractor, in close coordination with the UNDP/DGSRP. The raw data, as well as the cleaned versions and syntax, shall be shared with the UNDP/DGSRP in Stata format, with all variables labeled and adequately documented. Data documentation will include, but not be limited to, the complete set of final questionnaires, manuals, and an essential information document that details the entire survey process and highlights how the data should be used.

The Contractor is further requested to provide details on data security, precisely the Contractor's data protection principles and rules; the measures that will be taken to ensure respondent confidentiality; the process by which personal data will be processed, stored and used ethically in fulfillment of the contract requirements; whether they need support from the UNDP/DGSRP to comply with the data security

requirements of the contract; and the procedures that will be in place to prevent data tampering, misuse or leaks to third parties.

### **3.5.7 Non-Participation and Progress Report**

The Contractor must maximize efforts to reduce non-response rates. To keep track of this effect and to separate non-participation from sampling frame problems, a weekly report will be submitted to the UNDP/DGSRP. The Report template should be prepared by the Contractor and approved by UNDP/DGSRP. The Contractor will be required to fill in the model with the required information necessary to monitor the survey progress and send up to date copy to the UNDP/DGSRP at least once each week.

Every SME contacted during data collection must be classified according to specific codes provided in the template (see the table in Appendix 1).

### **3.5.8 Project Team**

The selected Vendor must put in place mechanisms to guarantee low rotation of personnel. Bidding Vendors are encouraged to demonstrate in their proposals that they will be able to preserve the core team throughout the field-work.

In addition to field team specified in 3.4, the Contractor should, at minimum, assign the following staff to the project:

#### **Survey Coordinator:**

- At least graduation in Statistics, Sociology, or other relevant fields
- Minimum five years experience in coordination of nationwide surveys in Turkey
- Previous survey coordination experience
- Experience in preparation of survey and/or training materials;
- Professional experience in supervising interviewers

#### **Web-survey Developer:**

- At least graduation in statistics or engineering fields
- Specific experience in programming web surveys
- At least 2 project experience with development of web surveys

#### **Interviewers:**

- Minimum 2 field surveys experience in the last three years
- Previous working experience with telephone interviews

The Contractor should submit resumes for the Survey coordinator and other key project experts. For interviewers, the Contractor should provide a list of interviewers and short-bio well before training for approval by UNDP/DGSRP.

In case any person involved in the data collection must be permanently or temporarily replaced during the duration of the study, the Contractor should ensure sound knowledge transfer and training and inform the UNDP/DGSRP no later than seven business days after the change; such transfer includes all relevant data and materials. In case of replacement of key personnel, i.e., survey coordinator, the proposed replacement should be approved first by the UNDP/DGSRP. If necessary, the UNDP/DGSRP may request the re-training of the Contractor's staff involved in the project.

### **3.5.9 Data Quality Control**

The Contractor will provide the collected data at any time following a request by the UNDP/DGSRP, and also at three predefined stages during the data gathering/entry process for consistency check and quality

control. The first set will be delivered after ten percent (10%) of the total number of interviews have been completed and entered into a database. The second set will be given after fifty percent (50%) of the total number of interviews has been completed. The final set will be delivered after completion of one hundred percent (100%) of the interviews. Each delivery should include coded and verified values for string variables to enable UNDP/DGSRP review.

The UNDP/DGSRP will request more frequent data updates in addition to the three main deliveries. The UNDP/DGSRP will check the data and provide feedback to the Contractor on any errors or inconsistencies.

#### 4. Deliverables, Payment, and Timeframe

The Contractor is expected to complete the tasks within the following timeframe:

#	Survey Activities	Timeframe	Deliverables	Percentage of Payment (%)
1. INCEPTION				
1.1	Detailed work plan for implementation	After two days of contract signature	<ul style="list-style-type: none"><li>• Work Plan</li><li>• Training materials and report</li><li>• Pilot study report</li><li>• List of field team member</li></ul>	25% of total contract amount
1.2	The final web-survey platform (digital questionnaire)	1 <sup>st</sup> week		
1.3	Final training materials (training manual-slides)	2 <sup>nd</sup> week		
1.4	Delivery of training and submission of training report (2-3 pages)	3 <sup>rd</sup> week		
1.5	Implementation of pilot study and submission of the final pilot report (2-3 pages)	3 <sup>rd</sup> week		
1.6	A finalized list of recruited interviewer for the main field-work	4 <sup>th</sup> week		
2. SURVEY IMPLEMENTATION				
2.1	Main data collection	5 <sup>th</sup> week	<ul style="list-style-type: none"><li>• Raw dataset</li><li>• %50 of collected data</li></ul>	35% of total contract amount
2.2	Submission of 50% of collected raw data in STATA format	7 <sup>th</sup> week		
2.3	Finalization of data collection	8 <sup>th</sup> week		
3. DATA SUBMISSION				
3.1	Submission of a raw dataset with all variables labeled and adequately documented in STATA format	8 <sup>th</sup> week	<ul style="list-style-type: none"><li>• Raw full dataset</li><li>• Cleaned full dataset and cleaning script file</li><li>• Draft survey report-TR</li><li>• Survey implementation report in Turkish</li></ul>	40% of total contract amount
3.2	Submission of a cleaned dataset (with cleaning do-files) with all variables labeled and adequately documented in STATA format	9 <sup>th</sup> week		
3.3	Submission of brief implementation report (3-5 pages in Turkish) of implementation methodology and observations on the data collection	10 <sup>th</sup> week		

Besides, the Contractor should submit weekly progress reports that include response rates of samples.

The contract price is a fixed price regardless of extension of the herein specific duration. The contract price is gross, and all inclusive of all travel, accommodation, transportation, equipment, office and etc.

expenses required for the successful provision of services and deliverables as well all legal expenses, including but not limited to social security, income tax, pension, visa etc., which shall be required by applicable laws. Contractor will not receive any additional payment for whatsoever reason.

## **5. Confidentiality and Data Ownership**

The Contractor will protect the confidentiality of SMEs and individuals participating in the survey at all stages. All collected data, including the frame if it is put together, especially for this project, is confidential and the sole property of the UNDP/DGSRP. Its purpose is to support research on the business environment and the development of the private sector. No data or other information from this survey will be released to third parties without the written approval of the UNDP/DGSRP. The Contractor shall not use and/or publish any data for his interest or any other purpose. The Contractor will turn over all data, questionnaires, and other material to the UNDP/DGSRP and will not retain any information or document after the survey data collection has ended. **The Contractor will not release the names of participating SMEs and the GPS coordinates of the SMEs to any other party for any reason.**

## **6. Tentative Time Schedule**

Upon signing the contract, the Contractor will carry out the technical and logistical preparation for the survey, including the development of the web-survey platform, development of training manual, training slides, implementation of pretest and pilot, conducting data collection, data quality control, etc. Following the approval of the digital questionnaire, the Contractor will train interviewers and conduct pretest and pilot.

Work is expected to start by October 2020. The Contractor is expected to submit the completed, clean databases and all other deliverables, including final implementation report to the UNDP/DGSRP 10 weeks after contract signature.

Refusal reasons
<ol style="list-style-type: none"><li>1. Does not want to participate</li><li>2. Has no time to participate</li><li>3. Away from town/ traveling</li><li>4. Not interested in the subject</li><li>5. Do not answer any surveys as a general rule for the firm/establishment</li><li>6. Other</li></ol>

**Annex 2 – Quotation Submission and Price Schedule Form**

United Nations Development Programme (UNDP)

Yıldız Kule, Yukarı Dikmen Mahallesi, Turan Güneş Bulvarı No: 106 06550 Çankaya, Ankara, Turkey

REF: UNDP-TUR-RFQ(EEM)-2020/45

**SUBJECT: PROCUREMENT OF IMPLEMENTATION OF ENERGY EFFICIENCY AWARENESS SURVEY  
WITH SMEs**

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 Provision of Field Survey to Serve as a Basis of Energy Efficiency Awareness Activities, and our agreement to provide the subject matter services in full conformity with the Technical Specifications and requirements of UNDP as per referred in this RFQ.

No.	Activities	Deliverables	Price in TRY (Lump sum, All Inclusive)
1	1.1 Detailed work plan for implementation	<ul style="list-style-type: none"><li>- Work Plan</li><li>- Training materials and report</li><li>- Pilot study report</li><li>- List of field team member</li></ul>	
2	1.2 The final web-survey platform (digital questionnaire)		
3	1.3 Final training materials (training manual-slides)		
4	1.4 Delivery of training and submission of training report (2-3 pages)		
5	1.5 Implementation of pilot study and submission of the final pilot report (2-3 pages)		
6	1.6 A finalized list of recruited interviewer for the main field-work		
7	2.1 Main data collection	<ul style="list-style-type: none"><li>- Raw dataset</li><li>- %50 of collected data</li></ul>	
8	2.2 Submission of 50% of collected raw data in STATA format		
9	2.3 Finalization of data collection		
10	3.1 Submission of a raw dataset with all variables labeled and adequately documented in STATA format	<ul style="list-style-type: none"><li>- Raw full dataset</li><li>- Cleaned full dataset and cleaning script file</li><li>- Draft survey report-TR</li><li>- Survey implementation report in Turkish</li></ul>	
11	3.2 Submission of a cleaned dataset (with cleaning do-files) with all variables labeled and adequately documented in STATA format		
12	3.3 Submission of brief implementation report (3-5 pages in Turkish) of implementation methodology and observations on the data collection		
Overall Total Price Proposal (TRY)			

*Payments shall be effected in accordance with to the “Percentage of Payment” defined in the Section 4 of Annex-1 Technical Specification of this RFQ after completion of servicens and acceptance and approval of these services and respective invoices by UNDP. If the deliverables are not produced and delivered by the Contractor to the satisfaction of UNDP as approved by the responsible Project Manager, no payment will be made, even if the Contractor has invested working days to produce and deliver such deliverables.*

I hereby, as the authorized person of the Offeror, declare that the technical specifications of the services for which we have submitted quotation(s) 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,**

**UNDP shall issue payments over this price proposal, without changing the payment amounts whatsoever.**

**Name of Bidder:** \_\_\_\_\_

**Authorised signature:** \_\_\_\_\_

**Name of authorised signatory:** \_\_\_\_\_

**Functional Title:** \_\_\_\_\_



*Empowered lives.  
Resilient nations.*

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US\$ 50,000)

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

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

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

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

### **2. OBLIGATIONS OF THE CONTRACTOR:**

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

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

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



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

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

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

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

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

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

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

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

#### **4. PRICE AND PAYMENT:**

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

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

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

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

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

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

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

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

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

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

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

## **5. ADVANCE PAYMENT:**

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

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

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

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

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

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

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

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

## **8. RESPONSIBILITY FOR EMPLOYEES:**

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

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

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

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

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

## **12. INSURANCE AND LIABILITY:**

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

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

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

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

12.4.1 Name UNDP as additional insured;

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

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

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

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

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

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

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

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

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

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

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

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

**17.1** The Recipient shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **19. TERMINATION:**

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

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

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

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

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

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

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

## **22. SETTLEMENT OF DISPUTES:**

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

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

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

## **24. TAX EXEMPTION:**

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

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

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

## **26. AUDITS AND INVESTIGATIONS:**

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

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

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

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



## **27. LIMITATION ON ACTIONS:**

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

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

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

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

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

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

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

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

**30.4** UNDP Vendor Sanctions Policy; and

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

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

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

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

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

**34. SEXUAL EXPLOITATION:**

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

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

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

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