



**REQUEST FOR QUOTATION (RFQ)**  
(Services)

<b>Name of the Firm:</b>	<b>Date:</b> 29 September 2020
<b>Address:</b>	<b>Reference:</b> UNDP-TUR-RFQ(GREEK)-2020/46

Dear Sir / Madam:

We kindly request you to submit your quotation for “Production of Three-Dimensional (3D) Animated Films and Training of Land Forces Command (LFC) Staff on Video Shooting, Editing and Content Development” under Border Surveillance Capacity between Turkey and the EU - Phase II Project. The information regarding the content of the Animated Films are provided in Annex 1-Terms of Reference.

Quotation may be submitted on or before 6 October 2020, 23:59hrs (GMT + 3) via *e-mail*, to the address stipulated below:

**United Nations Development Programme**

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

Mahir Taylan Özdemir  
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 whatsoever reason, shall not be considered for evaluation. Kindly ensure that your Quotation is signed/stamped, does not exceed 35MB, in .pdf format and free from any virus or corrupted files.

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

<b>Exact Address of UNDP Turkey CO</b>	<b>United Nations Development Programme</b> Yıldız Kule Yukarı Dikmen Mah. Turan Güneş Bulvarı No:106 06550, Çankaya, Ankara, Turkey
<b>Latest Expected Delivery Date and Time</b> <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	20 December 2020 Time: 17:30 Time Zone of Reference: GMT +3
<b>Preferred Currency of Quotation</b>	United States Dollars  The Contractor 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 Contractor or any missing services in its Price Schedule to be submitted in response to this RFQ.
<b>Value Added Tax on Price Quotation</b>	Must be exclusive of VAT and other applicable indirect taxes  UN 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 financial consultant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.
<b>Deadline for the Submission of Quotation</b>	6 October 2020, 23:59hrs (GMT + 3)
<b>All documentations, including catalogues, instructions and operating manuals, shall be in this language</b>	English
<b>Documents to be submitted</b>	<p><input checked="" type="checkbox"/> Trade Registry Gazette: Copy of the Trade Registry Gazette showing the establishment of the company</p> <p><input checked="" type="checkbox"/> Chamber Registration: (i) Real person entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce/industry/tradesmen and craftsmen or any other corresponding chamber. (ii) Legal entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce and/or industry.</p> <p><input checked="" type="checkbox"/> Signature Authority: (i) Offerors who are Real Bodies: The original version of the notarized Authority to Sign document. (ii) Offerors who are Legal Bodies Original or notarized copy of the Trade Registry Gazette showing the latest status indicating the partners, members or founders of the legal entity and officials in the administration of the legal entity, and notarized signatory circulars and the original version of the notarized Authority to Sign document</p>

	<input checked="" type="checkbox"/> Proof documents (such as work completion certificate, contract for ongoing works, reference letter from customer, invoice, etc) for fulfilment of Qualification Requirements <input checked="" type="checkbox"/> Submission of each page of the RFQ and its Annexes duly signed and stamped
<b>Period of Validity of Quotes starting the Submission Date</b>	90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Vendor shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
<b>Partial Quotes</b>	Not permitted  Offerors must submit quotations for all of the items of the RFQ.
<b>UNDP's Right to Vary the Requirements</b>	UNDP reserves the right to vary the quantity of the goods and services stated in the Price Schedule without any change in the unit price or other terms and conditions at the time of contract award or during contract implementation.
<b>Payment Terms</b>	Upon UNDP's written acceptance (i.e., not mere receipt) approval of each deliverable; and receipt of invoice from the Contractor  100% of the payment for the goods/services delivered shall be affected upon acceptance and approval of the goods/services and related invoices by UNDP. The Contractor shall prepare its invoices upon delivery of all items.
<b>Liquidated Damages</b>	To be imposed under the following conditions:  In case of the Contractor's failure to deliver the services or non-performance as required by RFQ and the Contract.  0.2% of the total contract amount per week of delay shall be deducted from the payment to be affected by UNDP to the Contractor, as liquidated damages.  Once a deduction of 20% (twenty percent) of the total contract amount has been reached, UNDP may consider termination of the contract.
<b>Qualification Requirements</b>	Previous and proven experience on  <ul style="list-style-type: none"> <li>- producing 3D animated films</li> <li>- producing videos/3D animated films for distance learning training contents</li> <li>- providing trainings on shooting, editing and content development for videos/3D animated films</li> <li>- content analysis with "eye-tracking" technology whereby the responses of the participants on the computer screen, how long/where they are looking on the screen and the change in</li> </ul>

	<p>their eye-pupil growth are analysed</p> <p>Previous experience with UN/EU or EU funded projects will be considered as an asset.</p> <p>Previous experience for each qualification requirement should be documented (such as work completion certificate, contract for completed or ongoing works, reference letter from customer, invoice, etc) and sample of the works should be submitted digitally via e-mail</p>
<b>Evaluation Criteria</b>	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price<sup>1</sup></p> <p><input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions for Contracts</p>
<b>UNDP will award to:</b>	<input checked="" type="checkbox"/> One and only one offeror
<b>Type of Contract to be Signed</b>	<input checked="" type="checkbox"/> Contract for Services and Goods (Facesheet)
<b>Conditions for Release of Payment</b>	<input checked="" type="checkbox"/> Written Acceptance of Goods and/or Services based on full compliance with RFQ requirements
<b>Annexes to this RFQ</b>	<p><input checked="" type="checkbox"/> Terms of Reference (Annex 1)</p> <p><input checked="" type="checkbox"/> Quotation Submission Form (Annex 2)</p> <p><input checked="" type="checkbox"/> Nondisclosure Agreement (Annex 3)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions for Institutional (De Minimis) Contracts (Annex 4)</p> <p>Non-acceptance of the terms of the General Terms and Conditions for Contracts shall be grounds for disqualification from this procurement process.</p>
<b>Contact Person for Inquiries (Written inquiries only)<sup>2</sup></b>	<p><i>Mahir Taylan Özdemir</i>  <i>Procurement Associate, UNDP Turkey CO</i>  <i>tr.procurement@undp.org</i></p> <p>Any delay in UNDP's response shall be not considered 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. The deadline for submission of inquiries will be 3 days before the quotation submission deadline.</p>

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

<sup>1</sup> UNDP reserves the right to not award the contract to the lowest priced offer, if another technically responsive offer is found to be significantly more superior. The term "more superior", as used in this provision, shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

<sup>2</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 personnel, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the offeror does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the outputs in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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 outputs, 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 for Institutional (De Minimis) Contracts attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions Institutional (De Minimis) for Contracts of UNDP herein attached as Annex 4.

UNDP is not bound to accept any quotation, nor award a contract, nor be responsible for any costs associated with a offerors' 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/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely Yours,



Sukhrob Khojimatov

Deputy Resident Representative

September 29<sup>th</sup>, 2020

## TERMS OF REFERENCE

### BACKGROUND

UNDP (United Nations Development Programme) is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. UNDP is on the ground in 177 countries and territories, working with them on their own solutions to global and national development challenges.

Accession Partnership for Turkey Document adopted by the Council of the European Union (EU), under the Chapter 24: Justice, Freedom and Security, specifically refers to strengthen and enhance the judicial and administrative capacity of all law enforcement institutions and align their status and functioning with European standards, including through developing inter-agency cooperation as one of the priorities. Accordingly, IPA II Indicative Strategy Paper for Turkey sets “capacity building to combat cross-border crimes and manage borders in an effective and sustainable manner, focusing on efficient use of equipment, risk analysis, information exchange and integrated border management practices, complemented by upgraded software and hardware” as an action.

Regulation (No 231/2014) establishing Instrument for Pre-accession Assistance (IPA II) indicates that the EU financial assistance shall pursue achievement of the enlargement agenda of Turkey on capacity-building measures for improving law enforcement and border management. It is highlighted that EU will support reforms in the field of integrated border management, including Turkey’s adaptation of necessary legislation and Turkey’s efforts on institutional capacity building.

In line with the EU requirements and policies, the Government of Turkey in the course of progress towards accession to the EU is actively implementing a National Programme for the Adoption of the EU Acquis and a National Action Plan for EU Accession (2016-2019). The objective of the legal harmonization is not only about the amendments in relevant existing legislation; but also about strengthening institutions responsible for the enforcement and implementation of the new procedures and further development of high-level border management and border surveillance systems and standards in line with the EU’s integrated border management policies and strategies. Therefore, the process of “Institution Building and Reform” is considered as crucial in ensuring Turkey’s successful transition to the standards, norms, expectations and obligations of similar EU Member State administrations. Within the process of “Institution Building and Reform”, border management is evaluated as one of the high priority areas under the Chapter 24. To this end, the Government of Turkey is following a reform programme targeting a decrease in irregular migration through developing an effective Integrated Border Management (IBM) system, strengthening institutional capacities and raising awareness on matters related to border management.

To this end, the project named “Border Surveillance Capacity between Turkey and the EU - Phase II” aims to respond to the above referred needs in the field of border management and addressing the training capacity needs of LFC to adopt tools for modern border surveillance and to increase the individual capacity of professional border staff. To that aim, distance learning trainings will be developed and delivered to 100 professional staff and face to face trainings will be delivered to 200 professional staff (currently LFC staff) who are currently on duty or will be possibly assigned to border security related duties on the procedural requirements of dealing with irregular movements at the border regions as well as fundamental rights on migrants and international protection and combating human trafficking.

In this respect the Project is composed of 2 components:

- **Component 1 – Enhancing Individual Capacity Through Face to Face Trainings:** This component will focus on face-to-face training modules on BM, Border Surveillance and Human Rights developed on the procedures and practices regarding irregular migration in line with international law and practices under the Phase I project. Hence, training program for 200 professional staff of border units working on the procedures and practices regarding irregular migration, human trafficking, cross-border crimes, smuggling and border management, EU's Integrated Border Management (IBM) policies and strategies will be delivered.
- **Component 2 – Enhancing Individual Capacity Through Distance Learning Process:** The objective of this component is to support border security and surveillance through increasing individual capacity of relevant border units (professional personnel of LFC by use of distance learning. Development of distance learning system in the field of IBM and human rights' is an innovative and sustainable training method aiming at enhancing the effectiveness and efficiency in the efforts for increasing the individual capacity of LFC professional personnel to deal with apprehension of irregular migrants/smugglers at the borders and deliverance of them to the relevant authorities. This will be achieved through acquaintance with international standards and European practices developed by leading specialists working in these areas, sharing their expertise and assessing the areas open to strengthening in the local context.

#### **A. SCOPE OF WORK AND OBJECTIVES**

The overall objective of this Assignment is to respond to the needs identified under Component 2 of the Project and to support the enhancement of individual capacity of professional border personnel through distance learning. This overall objective will be achieved through two sub activities which are expected to be accomplished by the Contractor:

##### **Activity 1: Production of 3D animated films on integrated border management (IBM) and migrants' rights**

Distance learning is found to be a very effective supplementary training tool to be piloted with the Project at hand and it is found crucial to enhance the infrastructure for distance learning in order to ease the trainings for the border staff.

It is established in the Description of the Action that animated films will be produced in the fields of IBM and migrants' rights and embedded in the content of distance learning modules. These animated films will cover the basic concepts and highlights of IBM and migrants' rights training topics in order to help the border professionals to receive essential knowledge in a memorable way. The animated films will help the institutional memory of LFC to be preserved and thus serve for the sustainability of the project.

The content and synopsis for the animated films will be provided by UNDP and with reference to them and the instructions to be provided by this Terms and Reference, the films expected to be produced by the Contractor are to be used as the distance learning material. To this end, the Contractor shall undertake the design and production of the animated thematic films, including preparatory work for the films (preparing the work plan, forming the team, fine-tuning the story boards in coordination with UNDP, supplying the equipment necessary for producing the animated films, production of the material, dubbing, editing, revising the animated films in accordance with the feedback received from UNDP, etc.).

## **Activity 2: Training of professional staff of Land Forces Command on video shooting, editing and content development**

In order to obtain maximum efficiency of the distance learning and to ensure sustainability, dedicated personnel of Land Forces Command (more specifically Training and Doctrines Command - EDOK) will run, maintain and update the distance learning platform and take the responsibility to keep the online platform functional. To accomplish this objective, improvement of the capacity of existing EDOK personnel will be addressed. For this purpose, a training programme on video shooting, editing and content development for distance learning material for EDOK is to be provided by the Contractor. Accordingly, the Contractor shall undertake the training of professional staff of Land Forces Command in line with the training subjects identified below.

### **B. OUTPUTS AND METHODOLOGY**

#### **Output I: 3D animated films on integrated border management (IBM) and migrants' rights produced.**

The development of animated films will be conducted in three phases:

**a. Pre-production phase:** This phase will be conducted for each animated film with the planning of the script and workflow through storyboard and pre-visualisation.

##### **i. Script:**

Currently two different scripts are identified for the animated films – one script on IBM and one script on migrants' rights. Identified subject matters and scripts of the films will be provided to the Contractor by UNDP following the signature of the Contract. The scripts will include necessary information for the Contractor to illustrate and animate the films: subject and objective of the films, target groups, storyline, location and military equipment descriptions, actions and texts for voice over will be included in the scripts. The visuals and photos of the elements to be animated will be shared with the Contractor in order to be true to the original.

##### **ii. Story boards:**

According to the scripts provided by UNDP; story boards will be developed by the Contractor and cleared by UNDP for each script. Visual representation of all the scenes and actions contained in the script will be reflected in the story boards.

The colour styling, voice-overs, backgrounds, action notes, design of military equipment and characters will be included in the story boards as well.

Since the 3D animations and general visual design will be produced for the development of distance learning training of border professionals, story boards shall be in line with visual specifications for learning and remembering. In this respect the impact of the visual elements such as colour, shape, or movement will be assessed by the Contractor and these elements will be used in the most effective way during the pre-production phase.

The story boards of the films shall be written in Turkish by the Contractor. Story boards are subject to review of UNDP. The Contractor shall submit every completed story board to UNDP for approval; implement the changes indicated by UNDP and finalize the story boards. There may be up to 8 reviews, which will be required by UNDP.



### iii. Pre-visualisation:

The Contractor will conduct the 3D pre-visualization process by visually mapping out scenes in the films in accordance with the finalized story boards.

The Contractor will create real-like characters, objects and spaces modelled in accordance with the finalized story boards. At least 30 organic characters (civilian/military), 8 interior, 3 exterior spaces, 4 vehicle models and 15 objects must be developed and modelled by the Contractor. These models will be designed in detail for advanced texturing and detailing according to the animation needs. There should not be any burst surface on the models. Appropriate geometry will be used as a modelling technique. Appropriate coating will be made with UV map. There will be no repetition in the coatings used. The lights should be realistic and models should be animated close to reality. The characters will be dressed in bones (rig), the rig system will be made to match the real human anatomy, and animations will be made in detail. The clothes of the characters must be appropriate. Character models will have photo-realistic textures and the gestures of the characters should be realistic. The emotional states of the characters (pain, exhaustion, happiness, etc.) will be fully reflected.

Scenes should be suitable for the metric system. Models should be prepared in metric system in accordance with their actual dimensions. Interactive objects will be modelled separately. The pivot points of the models will be in the correct position. Linking process will be done in separate elements of the models. Models will be in "0" position on the "XYZ" axis. The front of the model will be on the positive Z axis locally and the top will be on the positive Y axis. UVW maps of the models will be opened. The bone structure in the models should be appropriate in terms of number and hierarchy.

The test renders of pre-visualisation process including camera direction, motion, shot compositions, models of objects, spaces, environment and basic animation for the characters will be shared with UNDP to eliminate any possible misunderstanding or complications before the actual 3D animated films are produced. Shall there be any request for revisions by UNDP during the pre-production phase, the revisions will be completed in 2 days by the Contractor. After approval of test renders, final renders must be submitted to UNDP for approval before production phase.

**b. Production phase:** In line with the agreed story boards and pre-visualisation; 3D animated films will be produced by the Contractor in line with the following specifications:

#### i. General Technical Requirements

- Each film should be at least five (5), at most eight (8) minutes long.
- Visual and audio media should play an integral role in the production phase to help motivate audiences, deliver content faster than text or speech, help learners comprehend and retain information.
- Since these 3D animated films will be used for the distance learning trainings, the films must be transferrable into interactive video-based distance learning training material on a learning management system (LMS).
- Short films must be operable in PC and tablets without the requirement of players such as Flash Player, Unity Web Player, Java Applet.
- The content must undergo usability test with the “eye tracking” technology whereby the responses of the participants on the computer screen, how long/where they are looking on the screen and the change analysis of their eye-pupil growth will be analysed. These tests must be carried in accordance with the "TS EN ISO / IEC 17025 Accreditation of Testing and Calibration Laboratories" standard of the Turkish

Standards Institute (TSE), within the scope of "TS EN ISO / IEC 9241-151 Ergonomics of Human System Interaction, Section 151: Worldwide Interfaces Guide". Finding report of usability tests will be submitted by the Contractor to UNDP. Finding report of the usability test will be reflected to the final animated films. Finding report of the usability tests should be certified by an accredited laboratory where product certification studies are carried out.

- The systems to be used in the film production shall conform to the norms of the European Broadcasting Union.
- No data shall be used whose sources or references are not known, not based on scientific data, taken from the internet environment (photographs, films, information, documents, maps, logos etc.).
- It is the Contractor's responsibility to ensure compliance with national and international legislation for the protected works such as stock music, stock images used in the films.
- The 3D animated films must be prepared in 4K resolution.

#### ii. Voice-over

- Voice samples of the experienced, professional dubbing artist who shall perform the Turkish voice-over shall be submitted to UNDP by the Contractor, and following UNDP's approval, the voice-over shall be applied to the films. UNDP reserves the right not to accept the proposed dubbing artist and to require alternatives for the dubbing artist.
- The voice-over shall be in Turkish. The short films shall have English subtitles. The subtitles shall not be hard coded to the short films (open captioning). Instead, they should be delivered in (.srt) format along with the films (closed captioning).

#### iii. Music score

- The films shall be supported by anonymous or original (instrumental, local) score or stock music without intellectual property issues. The music scores shall be approved by UNDP.
- The stock music shall be purchased before being used on the final product. Receipts for the before mentioned purchase must be delivered together with the short films in soft copy format (.pdf).

**c. Post-production phase:** Video and audio editing and calibrations will be done by the Contractor at this phase based on UNDP's reviews. All of the data will be transferred to the master copy and the Contractor will distribute the final output to UNDP.

- All versions (i.e. draft, revised) of deliverables of this output are subject to review of UNDP. The Contractor shall submit every output completed to UNDP for approval; implement the changes indicated by UNDP and finalize the 3D animated films.
- The Contractor shall execute any and all processes of the post-production phase (editing, voice-over, music score, mixing, colour correction, etc.).
- All visuals shall comply with EU Delegation to Turkey guidelines mentioned on <https://www.avrupa.info.tr/tr/avrupa-birligi-gorunurluk-ilkelerini-ogrenin-16> page. Required guidance will be provided by UNDP in the postproduction stage.
- Test render, final test render and final render must be approved by UNDP and delivered in Mpeg4 (.mp4) format to UNDP in electronical environment such as USB memory stick, external memory device, etc.
- The Contractor shall separately deliver the characters, objects and spaces modelled for the 3D animation films in electronical environment such as USB memory stick, external memory device, etc.

**Output II - Professional staff of Land Forces Command trained on video shooting, editing and distance learning content development.**

Training of professional staff of Land Forces Command (more specifically Training and Doctrines Command - EDOK) on video shooting, editing and content development will be conducted in two phases:

**a. Design phase:**

The Contractor will design a “training programme” on the below mentioned sub-topics in coordination with UNDP including the detailed training agenda with venue, dates and hours, training content for each training subject, entry/exit test and training evaluation questionnaires, CVs of trainers and any other organizational/logistical arrangements. Documents shall be prepared in Turkish and English.

No.	Training Subject	Level	Method	Number of Trainees	Period (hours)	Total Period (days)	Total Period (hours)
1	Video shooting techniques including drone and camera	General	Face to face	2	20	4	20
2	Adobe After Effects	Advanced	Face to face	1	50	10	86
	Adobe Premiere Pro CC	Advanced	Face to face	1	10	2	
	3Dmax	General	Face to face	1	10	2	
	Edius	Advanced	Face to face	2	12	2.5	
	Articulate content development	Advanced	Face to face	1	4	0.5	
3	Unity 3D/VR video production training	General	Face to face	1	80	16	80
<b>GRAND TOTAL</b>					<b>186</b>	<b>37</b>	<b>186</b>

The Contractor shall submit the personal details of the trainers to UNDP at least 15 days before the training programme starts. CV format will be shared by UNDP. UNDP reserves the right to not accept the proposed trainer(s) and to request alternative(s).

Shall there be any revisions by UNDP to the training programme, the revisions will be completed in 2 days by the Contractor. Once the training programme is approved by UNDP, the Contractor shall mobilise the trainers and fine tune the training agenda and materials.

**b. Delivery phase**

In accordance with the approved training programme, the Contractor shall **organize and deliver 186 hours of trainings** on the above-mentioned training topics.

Face to face trainings must be organized in Ankara, in a central venue arranged by Contractor, taking into consideration COVID-19 social distance and hygiene measures. All organizational expenses of the face to face trainings including the transfer of trainees, lunch/dinner/coffee breaks etc. during the trainings will be borne by the Contractor. The Contractor shall provide all necessary technical equipment for the trainings such as camera, drone, computer, video shooting and editing programmes, lights, sound, green curtain, etc.

The Contractor shall monitor and evaluate the training through analysing the entry/exit test and training evaluation questionnaires and modify the training content/materials accordingly, if necessary. The Contractor shall obtain approval from UNDP for the finalization of the training content/materials.

Lastly the Contractor shall prepare a “training report” about the implementation of training programme, methodologies applied, outcomes and achieved results. Upon completion of the trainings, participants will be provided with official accomplishment certificates provided by the Contractor along with the hard copies of finalized training materials.

Master copies of all produced training related materials be delivered to UNDP in hard copies and in electronical environment such as USB memory stick, external memory device, etc.

### **C. GOVERNANCE AND ACCOUNTABILITY**

Following contract signature, the Contractor shall submit a detailed work plan and a methodology to UNDP within 10 calendar days which is subject to approval of UNDP.

The Contractor shall obtain written approval from UNDP prior to production phase for each media, animated film, training material and delivery of trainings. Failure to do so will not make the Contractor to be entitled for additional payment.

UNDP may reject deliverables if the Contractor fails to revise the deliverables in line with the feedback of UNDP. Any rejection shall not delay the target delivery.

0.2% of the total contract amount per week of delay shall be deducted from the payment to be affected by UNDP to the Contractor, as liquidated damages. Once a deduction of 20% (twenty percent) of the total contract amount has been reached, UNDP may consider termination of the contract.

All documents and information provided by UNDP, as well as the deliverables produced by the Contractor, shall be kept confidential. A nondisclosure agreement will be signed upon the award of the contract as attached in **Annex 3**.

UNDP will provide all relevant background documents. UNDP will not provide any physical facility or equipment for the preparatory and reporting work of the Contractor.

UNDP will facilitate meetings between the Contractor and Project Beneficiaries, when needed. UNDP will help the Contractor with necessary administrative authorization before the meetings with the Project Beneficiaries. In case, where the work cannot be done and/or delayed due to unavailability of stakeholders, necessary measures shall be taken by UNDP and the lost time shall be added to the Work Delivery Deadline.

All expenses such as travel, accommodation, living expenses, etc. of the Contractor and its team during the execution of this Contract will be borne by the Contractor. The Contractor will not be entitled to receive any additional payment for whatsoever reason, apart from the Grand Total Contract Price.

The Contractor shall use the official logos of UNDP and of other relevant entities as designated by UNDP and following the **approval of UNDP**.

During the performance of the Contract, professional photo-shooting shall be made; photographs shall reflect the work done and the positive impact. At least 50 photographs agreed upon with UNDP shall be

delivered in electronical environment such as USB memory stick, external memory device, etc. Lowest resolution for the photographs should be 5538 x 4153px and 350dpi.

Portfolio Manager of “Inclusive and Democratic Governance Portfolio” will directly supervise the Contractor. Contractor will be directly responsible to, reporting to and seeking approval/acceptance of deliverables from the Portfolio Manager.

All copyrights of the visual, audio-visual and printed materials produced by the Contractor shall be vested in UNDP.

The Contractor is responsible of the protection, security and deposit of all information, documents and other materials, throughout the Assignment. The Contractor will not be allowed to use any of the above-mentioned information, in another work of any nature.

#### **D. Duration of the Assignment**

The contract shall be effective on the date of last signature by the parties and will be valid until 20 December 2020.

#### **E. Payment Terms**

OUTPUT I			Conditions for Payment Release
Deliverables	Percentage of Grand Total Contract Price	Due Date	
Finalized story boards	10	16/10/2020	
3D animated film for integrated border management (IBM)	20	10/11/2020	
3D animated film for migrants' rights	20	10/11/2020	
OUTPUT II			
Deliverables	Percentage of Grand Total Contract Price	Due Date	Within thirty (30) days from the date of meeting the following conditions: UNDP’s written acceptance (i.e., not mere receipt), approval of each deliverable; and Receipt of invoice from the Contractor
Finalized training programme	10	10/11/2020	
Organization and delivery of trainings in accordance with the training programme	30	10/12/2020	
Training report	10	20/12/2020	

The contract price is fixed regardless of extension of the herein specific duration. The contract price is gross and inclusive of all travel, accommodation, transportation, equipment, office, etc. expenses required for the successful provision of outputs 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.

## **F. Qualification Requirements**

Previous and proven experience on:

- producing 3D animated films,
- producing videos/3D animated films for distance learning training contents,
- providing trainings on shooting, editing and content development for videos/3D animated films,
- content analysis with “eye-tracking” technology whereby the responses of the participants on the computer screen, how long/where they are looking on the screen and the change in their eye-pupil growth are analysed.

Previous experience with UN/EU or EU funded projects will be considered as an asset.

## ANNEX 2

## QUOTATION SUBMISSION FORM

*(This Form must be submitted only using the Offeror's Official Letterhead/Stationery)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions for Institutional (De Minimis) Contracts, and hereby present our quotation for the subject matter services in full conformity with the Terms of Reference and requirements of UNDP as per referred in this RFQ.

<b>DELIVERABLES/ OUTPUTS</b>	<b>PRICE (ALL INCLUSIVE) [USD]</b>
<b><u>OUTPUT I</u></b>	
Finalized story boards	<b>10% of the GRAND TOTAL CONTRACT PRICE</b>
3D animated film for integrated border management (IBM)	<b>20% of the GRAND TOTAL CONTRACT PRICE</b>
3D animated film for migrants' rights	<b>20% of the GRAND TOTAL CONTRACT PRICE</b>
<b><u>OUTPUT II</u></b>	
Finalized training programme	<b>10% of the GRAND TOTAL CONTRACT PRICE</b>
Organization and delivery of trainings in accordance with the training programme	<b>30% of the GRAND TOTAL CONTRACT PRICE</b>
Training report	<b>10% of the GRAND TOTAL CONTRACT PRICE</b>
<b>GRAND TOTAL CONTRACT PRICE</b>	<b>USD .....</b>

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

The prices above exclude VAT and include all kinds of travel, accommodation, insurance, etc. costs that will come out in delivery of the services.

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

**Best Regards,**

**Date :**

**Signature and Stamp :**

**Name Surname :**

**Title :**

**Offeror's Legal Title :**

**ANNEX 3****NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (the "Agreement") is entered into by and between UNDP Turkey with its principal offices at Ankara ("Disclosing Party") and \_\_\_\_\_(name of the Company), located at \_\_\_\_\_("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information, visuals or material that has or could have commercial value, military confidentiality or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. If the Confidential Information is in the form of visual material, the disclosing party shall not need to provide any information on confidentiality since all of the information in this form will be considered Confidential Information.
2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.
5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

**Disclosing Party**

**By:** \_\_\_\_\_  
**Printed Name:** UNDP Turkey  
**Title:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_

**Receiving Party**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_





*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.