



## REQUEST FOR QUOTATION (RFQ) (Services)

To:  Interested Bidders	DATE: October 2, 2020
	REFERENCE: RFQ/UNDP/SDG/116122/055/2020 - Provision of Event Management for Indonesia SDG Debate 2020 (ISDC 2020) Competition

Dear Madam/Sir:

We kindly request you to submit your quotation for Provision of Event Management for Indonesia SDG Debate 2020 (ISDC 2020), as detailed in 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 **October 9, 2020 @1000 hour (GMT+7)** and via ☒ e-mail, to the address below:

**United Nations Development Programme**

Attn: Head of Procurement Unit

**Email address: *bids.id@undp.org***

Quotations submitted by email must be limited to a maximum of 10 MB per transmission, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are 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 PDF, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input checked="" type="checkbox"/> OTHER: Please refer to Annex 1
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Customs clearance <sup>1</sup> , if needed, shall be done by:	N/A	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Virtual	
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A	
Distribution of shipping documents ( <i>if using freight forwarder</i> )	N/A	
Latest Expected Delivery Date and Time ( <i>if delivery time exceeds this, quote may be rejected by UNDP</i> )	Please refer to Annex 1	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not required	
Packing Requirements	N/A	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input checked="" type="checkbox"/> OTHER: N/A
Preferred Currency of Quotation <sup>3</sup>	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local currency: <b>IDR for Local Bidders</b>	
Value Added Tax on Price Quotation <sup>4</sup>	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Others: Please refer to Annex 1	
Deadline for the Submission of Quotation	<b>09 October 2020 @1000 hour (GMT+7)</b>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted <sup>5</sup>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;	

<sup>1</sup> Must be linked to INCO Terms chosen.

<sup>2</sup> Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

<sup>3</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>4</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

<sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Others: Company Profile and CV of proposed personnel as required in the TOR
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 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 Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms <sup>6</sup>	<input type="checkbox"/> 100% upon complete delivery of goods <input checked="" type="checkbox"/> Others (Please refer to Annex 1)
Liquidated Damages	N/A
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>7</sup> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 3 working days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Others: upon approval of deliverable by SDGs Technical Advisor
Annexes to this RFQ <sup>8</sup>	<input checked="" type="checkbox"/> Specifications of the Service Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions/Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

<sup>6</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank check payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

<sup>7</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. 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>8</sup> Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only) <sup>9</sup>	<p>Armada Eras and Intan Faradila  <i>UNDP Procurement Unit</i>  <i>armada.pratama@undp.org and intan.faradila@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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.

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

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:

<sup>9</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.

<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. 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,**



*Martin Kurnia*  
*Procurement Analyst*  
October 2, 2020

## Annex 1

### Terms of Reference

### Provision of Management of Indonesia SDG Debate Competition 2020

### ISDC 2020: Bright YOUTH, Better Planet

#### I. Background

##### Introduction

Dubbed as ‘torch-bearers’ by the United Nations leaders, young people play central role in the journey to achieve the Sustainable Development Goals (SDGs) by 2030.

*“Children, young women and men are critical agents of changes and will find in the new Global Goals a platform to channel their infinite capacities for activism into the creation of a better world.”<sup>10</sup>*

UNDP Indonesia supports the Government of Indonesia (GoI) to promote youth to engage in discourse on global affairs and to instil the ‘SDGs DNA’ among young Indonesians. It is within this context that UNDP Indonesia, together with Ministry of National Development Planning (BAPPENAS), Ministry of Foreign Affairs (MOFA) and Tanoto Foundation (TF) hosted the first-ever Indonesian SDGs Debate competition for youth in October 2019.

The 2019 Indonesian SDGs Debate, held in Jakarta, attracted 60 teams of university students from all around Indonesia. The preliminary and final round hosted vibrant competition among passionate young debaters. The 2019 Debate saw the Bandung Institute of Technology (ITB) as the Winner and a young man from University of Syiah Kuala in Aceh voted as ‘The Best Speaker’.

##### Why ‘Bright YOUTH, Better Planet’?

The year 2020 sees the COVID-19 pandemic causing a devastating health, social and economic crisis worldwide. The global human development is on course to decline this year for the first time since 1990<sup>11</sup> due to the pandemic. In Indonesia, GoI has implemented PSBB to curb the spread of COVID-19 – however, this comes with a cost of major disruption in economic and social activities.

Youth are among the most affected groups by COVID-19<sup>12</sup>, and yet, young Indonesians shows the true spirit of ‘*gotong-royong*’<sup>13</sup> amidst the pandemic – they reach out to their vulnerable communities and volunteer to help their marginalised neighbours.

It is against this background that UNDP Indonesia plan to host **The 2020 Indonesian SDGs Debate** with **“Bright YOUTH, Better Planet”** as the main theme: to highlight how bright young Indonesians respond to the challenges presented by COVID-19 and how they act on the SDGs agenda. Youth are one of the key elements to *build back better* from COVID-19 and to put SDGs back on track post-pandemic.

This theme will guide the choices of debate motions.

##### The 2020 Indonesian SDGs Debate

Indonesia commemorates October 28<sup>th</sup> as The Youth Pledge Day, a National Day that marks the unity of young Indonesians. The month of October is dubbed as ‘the youth month’ in Indonesia. The 2020

<sup>10</sup> Transforming Our World: the 2030 Agenda for Sustainable Development (Point 51)

<sup>11</sup> UNDP 2020: COVID-19 and Human Development: Assessing the Crisis, Envisioning the Recovery

<sup>12</sup> <https://www.undp.org/content/undp/en/home/news-centre/speeches/2020/pve-and-strengthening-social-cohesion.html>

<sup>13</sup> The Indonesians’ nature of working together and helping each other

Indonesian SDGs Debate will be held in October, to celebrate the spirit of bright young Indonesians that works toward a common goal of building back a better planet from the COVID-19 impact.

UNDP Indonesia will engage the previous partners (i.e. BAPPENAS, MOFA, and TF) in the upcoming 2020 Debate and will target to attract 100 Indonesian university teams. UNDP Indonesia will be the main organiser of the 2020 Indonesian SDGs Debate, in close coordination with the Indonesian Student Debate Community as the Convener, as well as selected EO/Media Partner/Digital Agency as the organizing partner.

- **The Competition Format**

The teams will be grouped into 4 regions: 1) Sumatra, 2) Jawa, 3) Kalimantan, Bali and Nusa Tenggara, and 4) Sulawesi, Maluku and Papua. They will compete under the Asian Parliamentary Debate Format<sup>14</sup>.

UNDP will arrange the 2020 Debate on [mixidea.org](https://www.mixidea.org), an online debate platform, and ZOOM. From preliminary to semi-final rounds, the Teams, Judges and Conveners will compete on Mixidea, during which audience will be able to watch them real-time on UNDP Indonesia's social media channels. UNDP will also upload the recordings of the rounds on its social media channels, so it will be accessible anytime to any audience.

As the preliminary to semi-final rounds will involve substantial debate technicalities, the Convener will mainly manage such rounds, under close supervision of UNDP Indonesia. UNDP Indonesia will also engage the Convener in the final round (virtual/in-person that is subject to the COVID-19 pandemic situation).

- **Press Conference and Coaching Clinic**

UNDP Indonesia, BAPPENAS, MOFA, and TF will join *a half-day press conference* of the 2020 Debate, so will the 2019 Debate's Best Speaker. The press conference will mark the inauguration of the 2020 Debate. The press conference will be held in September and is subject to the COVID-19 pandemic situation.

Following the press conference, in late September, UNDP Indonesia will host *a virtual coaching clinic* to the young debaters – where UNDP will introduce how it supports Indonesia in addressing development challenges thru various UNDP programmes and activities. The debaters are expected to propose 'debate motions' that will organically grow from learning development challenges Indonesia is facing. UNDP will draw which region UNDP will do first at the end of the coaching clinic.

- **The Debate**

UNDP will conduct preliminary round of debates, followed by semi-final rounds, in the month of October. UNDP will air selected debates on its social media channels.

The top two teams will compete in the final round of the debate – during which UNDP and/or its media partner(s) will air the competition on their media channels.

- **The Awarding Ceremony**

Minister of National Development Planning/Head of BAPPENAS will award the winner of the 2020 Debate during the 2020 SDGs Conference (virtual/in-person awarding ceremony is subject to the COVID-19 pandemic situation).

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<sup>14</sup> <https://www.debate-motions.info/debate-formats/asian-parliamentary-debate-format/>

- **The Media Outreach**

UNDP will cover the 2020 Debate on its social media channels (YouTube and Instagram) throughout the month of October. The coverage will include but not limited to press releases, infographics, and videos that mainly targets Indonesian development actors e.g. government, youth, and the public; in addition to UNDP's vast global network. Further, to increase youth engagement and viewers of the debate, UNDP will promote the Debate thru paid ad on social media (i.e. digital placement). EO/Media Partner/Digital Agency can also promote the event in their social media/ their own network.

UNDP aims to 'brand' the Debate as a local event that is relevant to the current development issues in which young people has the opportunity to act on. The partnerships will EO/Media Partner/Digital Agency shall include streaming the debate sessions on the media, which will also involve story line creation and video production as advocacy tools on the media.

UNDP may also work with mainstream media, such as newspaper, to further expose the Debate via op-ed writings that may need EO/Media Partner/Digital Agency's support.

## **II. Objective**

The objective of the required service is to select an Event Organizer/Media Partner/Digital Agency who will assist UNDP in organizing the Indonesia SDG Debate 2020. The selected EO/Media Partner/Digital Agency will organize the event by working with UNDP Indonesia, the Debate Convener, and other stakeholders as necessary.

The support will be mainly concentrated in the distribution of fee to Debate convener team, prizes to the winners and audiences, distributions of allowances to supporting staffs, organizing the opening ceremony, coaching clinic, preliminary rounds in regions, knockout rounds and finally the final round, which includes support to the strategy for audience's maximum engagement such as social media strategy and story-line creation.

## **III. Venue and Date**

**Venue:** Online Debate Platform (Mixidea.org), Zoom and YouTube.

**Date planned: 12 Oct 2020 – 28 Oct 2020**

<b>Date</b>	<b>Activity</b>
12 Oct 2020	Virtual ISDC 2020 in 1 <sup>st</sup> Region
14 Oct 2020	Virtual ISDC 2020 in 2 <sup>nd</sup> Region
16 Oct 2020	Virtual ISDC 2020 in 3 <sup>rd</sup> Region
19 Oct 2020	Virtual ISDC 2020 in 4 <sup>th</sup> Region
21-22 Oct 2020	Knockout Round
28 Oct 2020	Final Round

## **IV. Target Audience**

The Debate competition is mainly targeted to be viewed by university students, and youth aged 17 to 33 years old all across Indonesia. The Debate Competition is also targeted to be noticed/known by accounts of government institutions, government officials, non-profit organizations, and intergovernmental organizations.



## V. Scope of Work, Activities and Deliverables

The Event Organizer/Media Partner/Digital Agency will be responsible for the required administrative, logistic, financial, and creative support starting from event preparation to completion of the events (including reporting in the post-event). The Event Organizer/Media Partner/Digital Agency will focus to the success of the event and will work with UNDP's main focal point for the Debate and Debate Convener. EO is **required** to understand the concept of the Debate competition and is **required** to support the following:

- 1) Pre-financing by coordinating with UNDP's Debate Focal Point for:
  - a. The distribution of fee to Debate convener team that consists of head of team, 2 assistants, and chief adjudicators. The total amount is around IDR 35,000,000.
  - b. The distribution of fee for supporting staff throughout the competition (adjudicators, timekeepers). The total amount is around IDR 35,250,000.
  - c. The distribution of prizes to the 6 best regional team in 4 regions. The amount is IDR 36,000,000.
  - d. The distribution of prizes for grand-finalists and best speaker in the Final Round. The amount is IDR 36,000,000.
  - e. The distribution of prizes for audiences throughout the competition. The total amount is IDR 2,600,000.
  - f. The distribution of fee to assigned UNDP graphic designer for content creation, production of t-shirt, e-booklet and e-certificate. The amount is expected to be around IDR 40,000,000.
- 2) Provide support of the maximized usage of social media as a platform of public interaction and announcement, making sure it reaches a right target audience in Indonesia. This includes the production of contents for the announcement and promotional contents for regional preliminary rounds, national knockout rounds, final rounds. The contents are produced by working with UNDP's pre-assigned graphic designer.
- 3) Provide support to organize 4 regional debate competition's whole event that includes creation of Zoom link(s), creating parallel rooms, recording of all parallel rooms, and streaming of selected match-up by coordinating with UNDP and Debate convener.
- 4) Provide support to organize preliminary national rounds's whole event that includes creating Zoom link(s), creating parallel rooms, and recording of all parallel rooms.
- 5) Provide support to national elimination rounds's whole event, that includes creation of Zoom links, recording of rooms, and their streaming in UNDP Indonesia's YouTube channel. This also include the creation of contents for the announcement of best speaker voting in UNDP's social media.
- 6) Provide support to the organizing of Final Round's whole event, which include creation of Zoom links, provision of selected MC and performers, production of finalist' profile video, final round's recording and streaming in UNDP Indonesia's YouTube channel, and on-screen creative announcement of several items such as lucky voters, lucky viewers, debate's champion, and best speaker. This also include creation of teaser contents of final rounds that aims to increased number of viewers.
- 7) Provide support in the production and distribution of merchandise and knowledge products (T-shirt and e-Certificate) of the Debate competition to the participants by working with UNDP's pre-assigned graphic designer.
- 8) Provide documentations of the debate competition in forms of pictures and summary videos (1 min and 3 min), also the video and audio recording of each debate sessions.
- 9) Provide 2 live acoustic performance from NOSSTRESS Band for the Final Round of the Debate Competition, to perform in-between the session and at the end of the session.
- 10) Provide MC, Mr. Dimas Danang, for the Final Round of the Debate Competition.

- 11) Provide profile video for the 2 team (the finalists). The video aims to make the viewers know better the profile of the finalists, where they are coming from, and how their journey to final were. This is created to increase viewers' engagement during final round.  
The duration must be 2-3 min for each finalist team.
- 12) Provide necessary strategy for the increased engagement of each streaming sessions.
- 13) Provide Report on the EO's Overall Support.

**In details, the selected Event Organizer (EO) /Media Partner/Digital Agency Scope of Work will be as followed:**

#### **I. Pre-Event**

The EO/Media Partner/Digital Agency will make sure that all their team member understands all the concept, timeline of the whole event, and the expected result of the event.

The EO/Media Partner/Digital Agency will make sure utilization of social media for the both media of promotion and announcement from the launching of the Debate until the end of the competition.

Below is last year's visual template of the SDG Debate Competition year 2019. Themed SDG Debate: The Future is Ours; the competition took marine issues for the final round of the Debate.



Image 1. Instagram Story Announcement



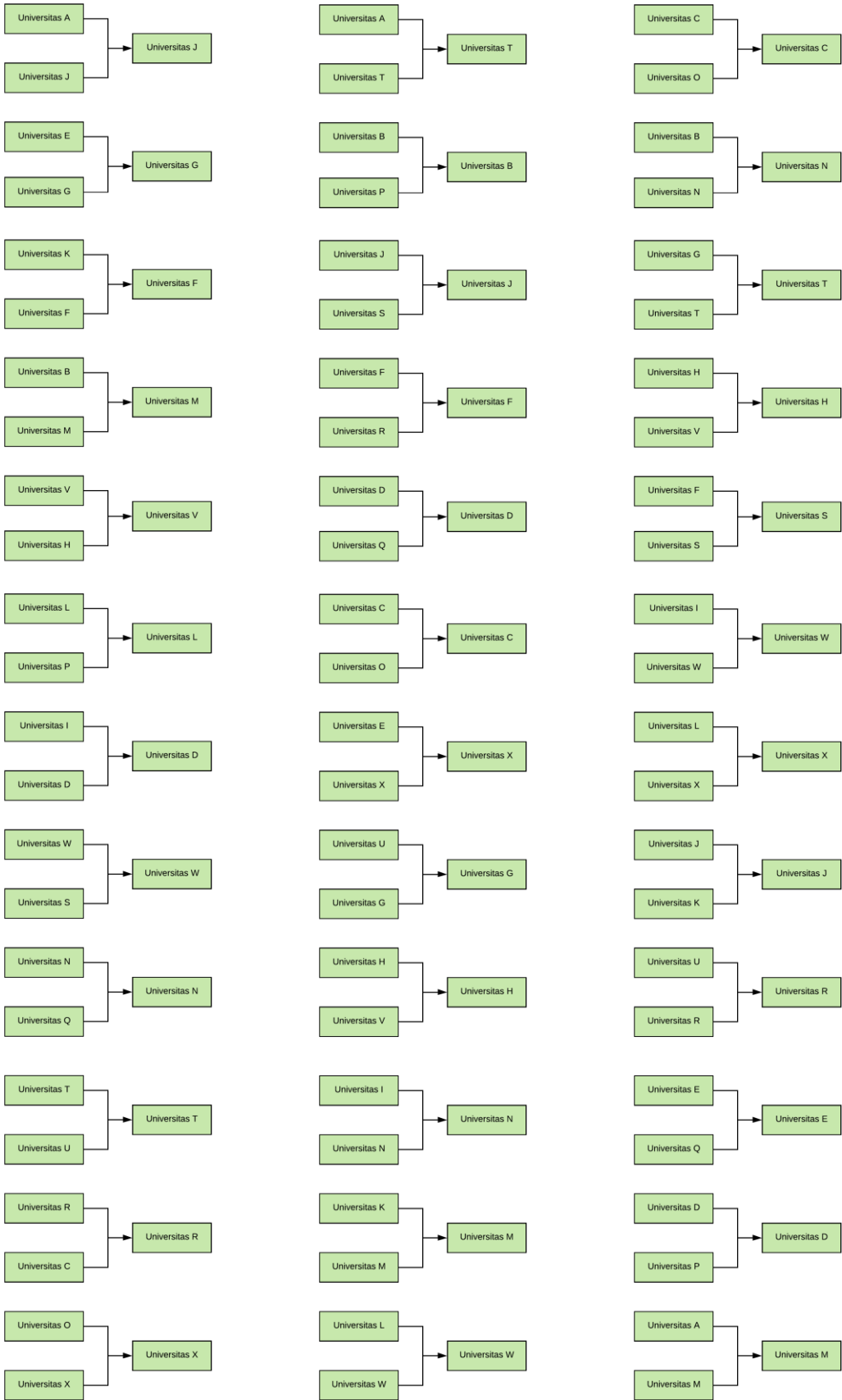
Image 2. Instagram Feed Announcement



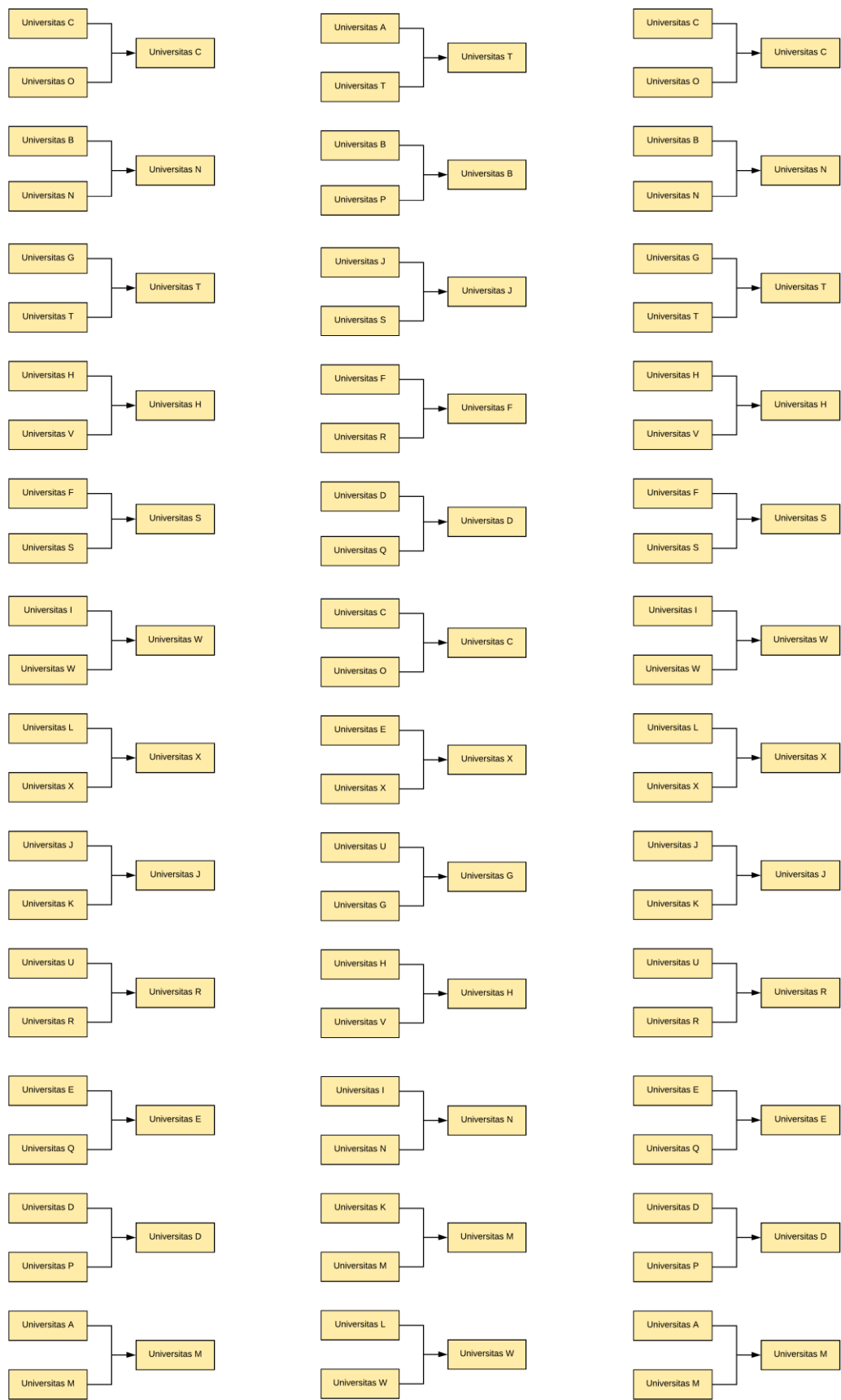
Image 3. Certificate

This year's debate – **ISDC 2020: Bright YOUTH, Better Planet** – will be arranged in 4 separate regions, and will select 6 best teams from each region. The mechanism of the Debate is illustrated below:

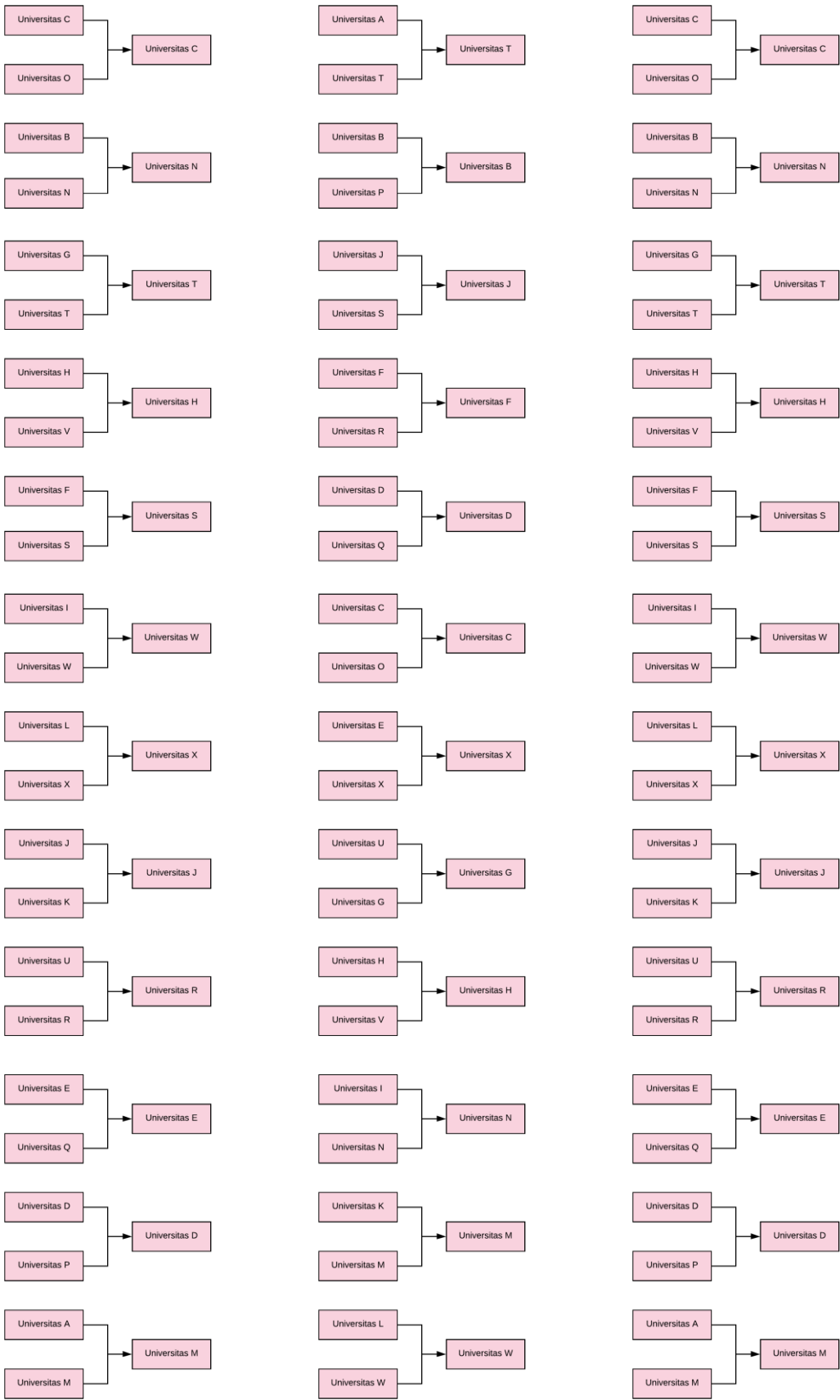
Regional I Competition, 3 times regional preliminary round:



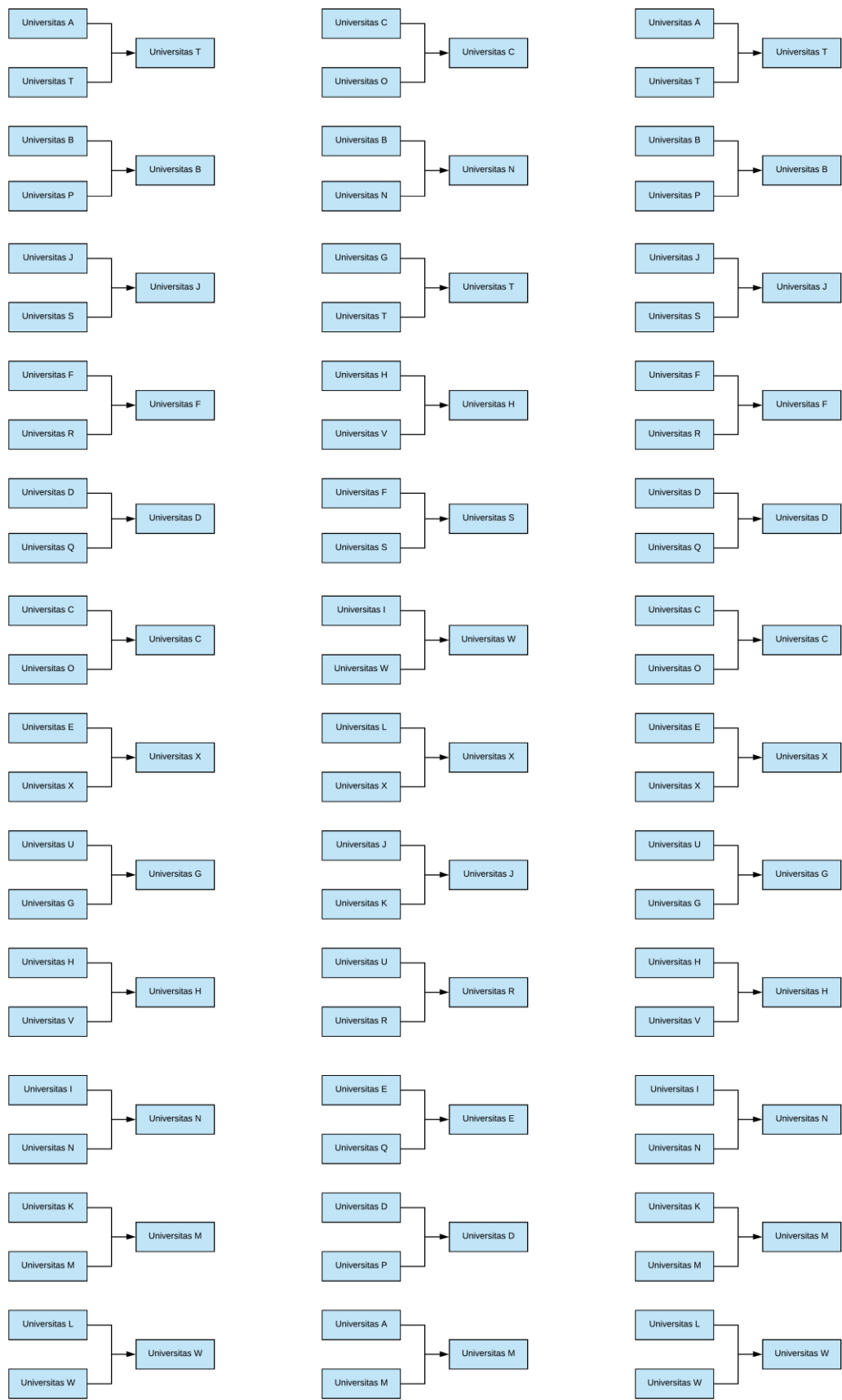
Regional II Competition, 3 times regional preliminary round:



Regional III Competition, 3 times regional preliminary round:



Regional IV Competition, 3 times regional preliminary round:



Top 6 Debate Team in Region I		Score
1	Universitas A	650
2	Universitas B	635
3	Universitas C	610
4	Universitas D	600
5	Universitas E	550
6	Universitas F	546

Top 6 Debate Team in Region II		Score
1	Universitas G	640
2	Universitas H	634
3	Universitas I	630
4	Universitas J	610
5	Universitas K	605
6	Universitas L	601

Top 6 Debate Team in Region III		Score
1	Universitas M	602
2	Universitas N	595
3	Universitas O	590
4	Universitas P	540
5	Universitas Q	520
6	Universitas R	519

Top 6 Debate Team in Region IV		Score
1	Universitas S	630
2	Universitas T	625
3	Universitas U	591
4	Universitas V	541
5	Universitas W	522
6	Universitas X	510

### Drawing for National Knockout Rounds

24 teams will be divided the team into 3 tiers, i.e. 8 team with highest score will fall as first tier, and 8 other team will fall as second tier, while 8 bottoms will fall as third tier.

1<sup>st</sup> tier will have an advantage to be competing less round with other tiers.

No	1 <sup>st</sup> Tier Team	Score	No	2 <sup>nd</sup> Tier Team	Score	No	3 <sup>rd</sup> Tier Team	Score
1	Universitas A	650	9	Universitas J	610	17	Universitas E	550
2	Universitas G	640	10	Universitas K	605	18	Universitas F	546
3	Universitas B	635	11	Universitas M	602	19	Universitas V	541
4	Universitas H	634	12	Universitas L	601	20	Universitas P	540
5	Universitas I	630	13	Universitas D	600	21	Universitas W	522
6	Universitas S	630	14	Universitas N	595	22	Universitas Q	520
7	Universitas T	625	15	Universitas U	591	23	Universitas R	519
8	Universitas C	610	16	Universitas O	590	24	Universitas X	510



24-team knockout round:



## II. Regional Debate

The purpose of the Regional Debate is:

- a. To organize Debate competition in the respective regions all across Indonesia
- b. To select 6 best teams in each region, and for them to proceed to knockout rounds
- c. To draw the teams in knockout rounds (at the end of regional debate)

EO/Media Channel/Digital Agency will organize the 1-day regional Debate to get 6 best team out of the respective region. All Debate sessions are to be recorded for the documentations of the competition. In each region, one selected matchup is going to be streamed in YouTube channel. The streamed matchup is to be communicated with Debate Convener and UNDP Indonesia. The streamed matchup is expected to last for 30 minutes.

The 6 top teams in each region are to be announced in UNDP Indonesia's Instagram account. At the end of regional Debate, UNDP will draw for the National Knock-out Round according to tier system mentioned above.

### Regional Debate:

Date	Region	Remarks
12 October 2020	Preliminary of 1 <sup>st</sup> Region Drawn	Only selected match-up will be broadcasted. Estimated duration 30 min
14 October 2020	Preliminary of 2 <sup>nd</sup> Region Drawn	Only selected match-up will be broadcasted. Estimated duration 30 min
16 October 2020	Preliminary of 3 <sup>rd</sup> Region Drawn	Only selected match-up will be broadcasted. Estimated duration 30 min
19 October 2020	Preliminary of 4 <sup>th</sup> Region Drawn	Only selected match-up will be broadcasted. Estimated duration 30 min  Followed by drawing for the Knock-Out Round, streamed on YouTube.

## III. National Knock-out Round

The purpose of the knockout round is to decide the best 2 team for them to proceed to Final Rounds.

Selected EO/Media Partner/ Digital Agency is also expected to announce the rounds, voting of best speaker in UNDP social media.

Knock-out Round:

Date	Round	Remarks
21 October 2020	24 up to 8-best round	
22 October 2020	8 best up to 2-best round	Starting from 8 best team, the round has to be streamed to YouTube. Favorite Speaker is to be selected starting from 8 best team.

The national knock-out round, as mentioned above, is going to be streamed in UNDP Indonesia's YouTube channel starting from 8 best team. Assuming each debate will last for 30 minutes, thus the streaming will last for about 2 hours.

Selection of the favorite speakers are to be announced and promoted in UNDP's social media channel.

#### IV. Final Round

The purpose of the final round is

- To decide the winner and runner up of the competition
- To decide the best speaker through voting that is opened before and during the airing of the competition

The Final Round of the Debate is to be disseminated to Indonesian youth, especially university students. To ensure maximum engagement of youth, band performance, prize for the viewers, renown MC, and others are the strategies are being used.

**Date: 28 October 2020**

Time	Activity	Remarks
13.30-13.32	Intro Video	
13.32-13.35	Opening by MC	
13.35-13.40	Remarks by UNDP Indonesia DRR	
13.40-13.45	MC introduces the juries	
13.45-13.50	MC reads the motions, and introduce the finalists	
13.50-13.56	Playing video of Finalists	
13.56-14.30	The Debate	
14.30-14.36	Music Performance	
14.36-14.38	Announcement of Lucky Voters	
14.38-14.39	Announcement of Favorite Speaker	
14.39-14.45	Announcement of Champion Teams. MC is expected to build an appropriate atmosphere, and engage a small talk with finalists before the announcement	
14.45-14.50	Final Music Performance – incl. announcement of Lucky Viewers	
14.50-14.52	Outro Video	

## **V. Overall Requirement**

### **a. Communication Materials**

EO/Media Partner/Digital Agency is required to create an Instagram feed/story/video as required for the promotion and announcement of the event. Selected EO/Media Partner/Digital Agency is also required to promote the debate-related content within competition period in Instagram, targeting youth and university students.

In addition, the selected EO is required to organize the streamed YouTube sessions professionally, meaning not organizing as if standard ZOOM-streamed YouTube. The following can be a good reference:

<https://www.youtube.com/watch?v=ycVTLgnRgKQ&t=766s>

Selected EO is required to produce a short intro and outro (bumper video) in every YouTube-streamed session, as required. Selected EO is also required to produce a supporting video/animation/other creative idea during the streamed announcements, such as announcement of Debate Champion, Best Speaker, Lucky Voters, Lucky Viewers.

Selected EO is also required to produce and distribute a t-shirt merchandise for all the debate participant. Shirts must be made of premium cotton, short sleeved with round neck, with prints at the back and front. The design of the shirt will be produced by UNDP's pre-assigned graphic designer.

### **b. Documentation**

The EO/Media Partner/Digital Agency is expected to produce content related to all event sessions to increase engagement and document all matchups.

(1) Documentation:

- Photo for the sessions (opening remarks, address by honorable guest, keynote speeches, etc.)
- Recording of whole events
- Coordinate and collect all PowerPoints if applicable.
- Collection of media (printed and online) coverage after the event
- Prepare report of ISDC 2020 with list and proof of supports to the event

The report is to be submitted to SDG Technical Advisor for review and approval

### **c. Others**

- Any additional work beyond the TOR should have written confirmation from UNDP
- The selected EO must work within the contracted budget
- The selected EO must provide the accommodation (including meals) for the EO staffs for the duration of event if needed
- All bidders must attach their portfolios and reference letters from two previous clients

In the case that some urgent/immediate new/changed arrangement or production or any problems that possibly arise, the selected EO must consult with UNDP's Debate Focal Point.

<b>Deliverables/Output</b>	<b>Delivery Date</b>	<b>Review and Approvals Required</b>
Output 1: - Report on Support to Preliminary Regional Debates up to National Knockout Rounds	23 October 2020	40% of the total payment will be made upon approval of deliverable by SDGs Technical Advisor
Output 2: - Report on Overall Support of the Competition	1 November 2020	Final payment (60%) will be made upon approval of deliverable by SDGs Technical Advisor

## VI. Requirements for Experience and Qualifications

- Has proven experiences in arranging/handling at least 2 (two) webinars/web-conference/online-based gathering with minimum 300 participants within 3 (three) years. Justified with proof of past works.
- Experience working with government, medias, international agencies or any other relevant parties as specified in this tender.
- Qualification of the personnel:
  - (1) Any type of educational background for the managers of the event organizer with supporting of 2 (two) projects webinar experience with 300 participants. Justified with company and management profile of the event organizer.
  - (2) Show Director must have at least experience in arranging/handling/managing 2 (two) projects of webinar with minimum 400 participants within 3 (three) years. Justified with the CV of Show Director.
  - (3) Supporting staffs must have experienced in admin and event management with any educational background

### List of Requirements

<b>No.</b>	<b>Description of Activity/Item</b>	<b>Quantity</b>	<b>Unit Type</b>
<b>A.</b>	<b>EVENT MANPOWER</b> – not to exceed 15 people		
	Please list all the required personnel as per Section <b>Scope of Work, Activities and Deliverables</b> mentioned above	15	Personnel
<b>B.</b>	<b>Debate Convener Fee</b>	1	set
<b>C.</b>	<b>Debate Supporting Staff Fee</b>	1	set
<b>D.</b>	<b>Regional Debate Prizes</b>	1	set
<b>E.</b>	<b>Final Debate Prizes</b>	1	set
<b>F.</b>	<b>Audience Prizes</b>	1	set
<b>G.</b>	<b>Social Media Content Organizing</b>	1	package

<b>H.</b>	<b>ORGANIZING FEE</b>		
H.1.	Preliminary Rounds		
	Region I (incl. 30 min selected match up streaming)		
	Region II (incl. 30 min selected match up streaming)		
	Region III (incl. 30 min selected match up streaming)		
	Region IV (incl. 30 min selected match up streaming)		
H.2.	Knockout Round		
	24 teams up to 8 best team		
	8-best team up to 2-best team (6 x 30 min match up streaming)		
H.3.	Final Round (1x webinar)		
<b>I.</b>	<b>MERCHANDISE</b>		
I.1.	T-Shirt (premium cotton, short sleeved, round neck, with prints at the back and front by anticipating the biggest size will be XXL)	432	Pcs
I.2.	e-Certificate	432	Pcs
I.3.	e-Certificate distribution	1	Package
<b>J.</b>	<b>DOCUMENTATION</b>		
J.1.	Summary edited Video Production	1	Min
J.2.	Summary edited Video Production	3	Min
J.3.	Pictures	1	Package
J.4.	Recording of all Debate Sessions	1	Package
<b>K.</b>	<b>PERFORMERS</b>		
K.1	NOSSTRESS Band	2	Performance
K.2	MC Dimas Danang	1	Package
<b>L.</b>	<b>VIDEO PRODUCTION</b>		
L.1	3-min Profile Video for Each Finalists	2	Video
L.2	Video Crew, meals, local transportation cost, and Accommodation cost to create profile video in two locations using SBM Rate (air ticket will be provided by UNDP) – for the selected two finalists in two different location	2	Locations

**NOTE: Should you need any reference on the general idea of the event, please use the following link:**

Idea about last year's debate:

<https://www.youtube.com/watch?v=AnISTgkpWZ0&t>

<https://www.youtube.com/watch?v=UR0A9Jbcu2U>

## Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>15</sup>***(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>16</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/UNDP/SDG/116122/055/2020 - Provision of Event Management for 2<sup>nd</sup> SDGs Conference 2019:

**TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements**

No.	Description of Activity/Item	Quantity	Unit Type	Unit Price (IDR/USD)	Total Price (IDR/USD)
<b>A.</b>	<b>EVENT MANPOWER</b> – not to exceed 15 people				
	Please list all the required personnel as per Section <b>Scope of Work, Activities and Deliverables</b> mentioned above	15	Personnel		
<b>B.</b>	<b>Debate Convener Fee</b>	1	set	IDR 35,000,000	IDR 35,000,000
<b>C.</b>	<b>Debate Supporting Staff Fee</b>	1	set	IDR 32,500,000	IDR 32,500,000
<b>D.</b>	<b>Regional Debate Prizes</b>	1	set	IDR 36,000,000	IDR 36,000,000
<b>E.</b>	<b>Final Debate Prizes</b>	1	set	IDR 36,000,000	IDR 36,000,000
<b>F.</b>	<b>Audience Prizes</b>	1	set	IDR 2,600,000	IDR 2,600,000
<b>G.</b>	<b>Social Media Content Organizing</b>	1	package		
<b>H.</b>	<b>ORGANIZING FEE</b>				
H.1.	Preliminary Rounds				
	Region I (incl. 30 min selected match up streaming)				
	Region II (incl. 30 min selected match up streaming)				

<sup>15</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.<sup>16</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

	Region III (incl. 30 min selected match up streaming)				
	Region IV (incl. 30 min selected match up streaming)				
H.2.	Knockout Round				
	24 teams up to 8 best team				
	8-best team up to 2-best team (6 x 30 min match up streaming)				
H.3.	Final Round (1-time webinar)				
I.	<b>MERCHANDISE</b>				
I.1.	T-Shirt (premium cotton, short sleeved, round neck, with prints at the back and front)	432	Pcs		
I.2	e-Certificate	432	Pcs		
I.3.	e-Certificate distribution	1	Package		
J.	<b>DOCUMENTATION</b>				
J.1.	Summary edited Video Production	1	Min		
J.2.	Summary edited Video Production	3	Min		
J.3.	Pictures	1	Package		
J.4.	Recording of all Debate Sessions	1	Package		
K.	<b>PERFORMERS</b>				
K.1	NOSSTRESS Band	2	Performance		
K.2	MC Dimas Danang	1	Package		
L.	<b>VIDEO PRODUCTION</b>				
L.1	3-min Profile Video for Each Finalists	2	Video		
L.2	Video Crew, meals, local transportation cost and Accommodation cost to create profile video in two locations using SBM Rate (air ticket will be provided by UNDP) – for the	2	Locations		



	selected two finalist in two different location				
<b>M.</b>	<b>ANY OTHER COSTS</b> (please provide in detail if any)				

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Compliance with all requirements stated in Annex 1 Terms of Reference			
Validity of Quotation for 90 days			
All Provisions of the General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

**GENERAL TERMS AND CONDITIONS  
FOR INSTITUTIONAL (DEMINIMIS) CONTRACTS  
(FOR CONTRACTS LESS THAN US \$ 50,000)**

**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.