



REQUEST FOR QUOTATION (RFQ)

RFQ Reference: UNDP-TUR-RFQ(LAR3)-2021/002	Date: 20 January 2021
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SECTION 1: REQUEST FOR QUOTATION (RFQ)

UNDP kindly requests your quotation for the provision of services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Terms of Reference

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: General Terms and Conditions for Contracts

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3: Technical and Financial Offer, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Please note that women-owned and/or managed businesses are especially encouraged to apply.

Thank you and we look forward to receiving your quotations.

Signature: 

Name: Sukhrob Khojimatov

Title: Deputy Resident Representative

Date: 20 January 2021

HLCM-PN/UNDP RFQ – October 2020

SECTION 2: RFQ INSTRUCTIONS AND DATA

Introduction	<p>Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by UNDP. This RFQ is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement</p> <p>Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFQ.</p> <p>UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p>
Deadline for the Submission of Quotation	<p>17:30hrs (GMT + 3) on 27 January 2021</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p> <p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering</p> <p><input checked="" type="checkbox"/> Dedicated Email Address</p> <p><input type="checkbox"/> Courier / Hand delivery</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>Bid submission address: tr.procurement@undp.org</p> <ul style="list-style-type: none"> File Format: Portable Document Format (PDF) File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 35 MB Mandatory subject of email: Quotation for UNDP-TUR-RFQ(LAR3)-2021/002 Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y". It is recommended that the entire Quotation be consolidated into as few attachments as possible. The bidder should receive an email acknowledging email receipt. <p>[For eTendering method, click the link https://etendering.partneragencies.org and insert Event ID information]</p> <ul style="list-style-type: none"> Insert BU Code and Event ID number <p>Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
Cost of preparation of quotation	<p>UNDP shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.</p>
Supplier Code of Conduct, Fraud, Corruption,	<p>All prospective suppliers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code</p>

	<p>of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p> <p>Moreover, UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p>
Gifts and Hospitality	<p>Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, UNDP: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p>
Conflict of Interest	<p>UNDP requires every prospective Supplier 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. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.</p> <p>The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract</p> <p>Select the applicable GTC:</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions for Contract</p> <p><input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000)</p> <p><input type="checkbox"/> General Terms and Conditions for Works</p> <p>Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy</p>
Special Conditions of Contract	<p><input type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by [indicate number of days]</p> <p><input type="checkbox"/> Others [pls. specify]</p>
Eligibility	<p>A vendor who will be engaged by UNDP may not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. Failure to do so may result in termination of any contract or PO subsequently issued to the vendor by UNDP.</p> <p>It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

	<p>Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative.</p> <p>A Bidder shall be legally established as a single entity or a real person. Bidders, as of the date of submission of the quotation, should not be in the circumstances of disqualification or restriction to participate in a tender and/or undertake a contract, as set forth by Turkish Public Procurement Authority or by relevant laws in Turkey or by relevant laws of the country in which they operate.</p> <p>The Project in need of procurement of the subject services is funded by the European Union. As per the Agreement between UNDP and EU, only Bidders established in EU Member States along with the members of the Pan-Euro-Mediterranean cumulation (i.e. Turkey, the Western Balkans, the Faroe Islands, Norway, Iceland, Liechtenstein and Switzerland) are eligible to submit a Quotation in response to this RFQ</p>
Currency of Quotation	Quotations shall be quoted in United States Dollars (USD)
Joint Venture, Consortium or Association	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association.</p> <p>Refer to Clauses 19 – 24 under Solicitation policy for details on the applicable provisions on Joint Ventures, Consortium or Association.</p>
Only one Bid	<p>The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or b) they have the same legal representative for purposes of this RFQ; or c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process; d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or e) some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
Duties and taxes	<p>Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNDP as a subsidiary organ of the General Assembly of the United Nations, 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. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices must:</p> <ul style="list-style-type: none"> <input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes <p>United Nations and its subsidiary organs are exempt from taxes. It is the Bidders' responsibility to learn from relevant authorities (Ministry of Treasury and Finance of Turkey) and/or to review and confirm published procedures and to consult with a certified public accountant as needed to</p>

	<p>conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.</p> <p>UNDP will provide a VAT Exemption Certificate to the successful Bidder, following Contract Signature.</p>
Language of quotation	English.
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Terms of Reference in Annex 1 <input checked="" type="checkbox"/> Company Profile <input checked="" type="checkbox"/> Registration certificate <input checked="" type="checkbox"/> Trade Registry Gazette demonstrating the establishment of the Bidder <input checked="" type="checkbox"/> Chamber Registration Certificate [(i) Real person entity Bidders: 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 Bidders: 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.] <input checked="" type="checkbox"/> Signature Circular / Power of Attorney [(i) Offerors who are Real Bodies: The notarized Authority to Sign document. (ii) Offerors who are Legal Bodies: 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 notarized Authority to Sign document.] <input checked="" type="checkbox"/> List and value of projects performed for the last 5 years (2016, 2017, 2018, 2019 and 2020), plus clients' contact details who may be contacted for further information on those contracts (failure to demonstrate at least 5 years of relevant experience may lead to disqualification of Bidder) <input checked="" type="checkbox"/> List and value of ongoing Projects with UNDP and other UN Agencies with contact details of clients and current completion ratio of each ongoing project <input checked="" type="checkbox"/> List and value of at least 25 contracts in e-content development <input checked="" type="checkbox"/> List and value of contracts which sum up to at least 100 hours of e-content development <input checked="" type="checkbox"/> Statement of Satisfactory Performance (Certificates) or Reference Letters from the top 3 clients in terms of Contract value in similar field <input checked="" type="checkbox"/> Completed and signed CVs for the proposed Key Personnel <input checked="" type="checkbox"/> At least one online training content (e-content) and LMS link to access online training designed and run by the contractor in the last two years <input checked="" type="checkbox"/> Demo of a Learning Management System that has been produced by the Bidder before
Quotation validity period	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes
Alternative Quotes	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <p>If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, Click or tap here to enter text. reserves the right to award a contract</p>

	based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote”
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days after receipt of respective services (as detailed within Article 6 of the Terms of Reference) and submission of payment documentation. <input type="checkbox"/> Other Click or tap here to enter text.
Conditions for Release of Payment	<input type="checkbox"/> Passing Inspection [specify method, if possible] Complete Installation <input type="checkbox"/> Passing all Testing [specify standard, if possible] <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <input checked="" type="checkbox"/> Written Acceptance of Services, based on full compliance with RFQ requirements <input type="checkbox"/> Others [pls. specify]
Contact Person for correspondence, notifications and clarifications	E-mail address: tr.procurement@undp.org Mahir Taylan Özdemir, Procurement Associate Attention: 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 Bidders.
Clarifications	Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated Click or tap here to enter text. by Click or tap to enter a date.
Evaluation method	<input checked="" type="checkbox"/> The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other Click or tap here to enter text.
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input type="checkbox"/> Comprehensiveness of after-sales services <input type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others Click or tap here to enter text.
Right not to accept any quotation	UNDP is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services, 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.
Type of Contract to be awarded	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract Face Sheet (Goods and-or Services) (this template is also utilised for Long-Term Agreement) <input type="checkbox"/> Contract for Works <input type="checkbox"/> Other Type/s of Contract [pls. specify]
Expected date for Contract Award	15 February 2021
Publication of Contract Award	UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Web site.
Policies and procedures	This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures
UNGM registration	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level on the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to contract signature.



ANNEX 1

TERMS OF REFERENCE FOR DEVELOPMENT OF DISTANCE LEARNING MODULES FOR RELEVANT STAFF OF MUNICIPALITIES AND SOCIAL SERVICE CENTERS

1 BACKGROUND

IPA II Indicative Strategy Paper for Turkey (2014-2020) targets the improvement of Public Administration Reform (PAR) coordination, policy making, civil service and public administration organization and governance and service delivery to citizens and businesses, including at local level.

The new legislation adopted in the past years in the field of local administration, has expanded the scope of the responsibilities of local administrations in the provision of public services, as well as in the promotion of the social and economic development of the relevant communities.

Relevant to the recent developments in the field, the 10th National Development Plan, put into effect in June 2013, underlines the negative effect of lack of technical and institutional capacities at the local level on quality and efficiency of local service delivery, while reiterating the importance of increasing institutional capacities of the new metropolitan municipalities (MMs) established in accordance with the Law No. 6360. The Plan also highlights the importance of deploying participatory tools in local administrations in order to support further reforms on including non-governmental organizations, private sector and unorganized civil society to local decision-making processes. In this vein, the 10th National Development Plan focuses on identification of priorities at the local level and efficient use of local resources as it identifies the main beneficiaries of the Plan as local authorities, MMs, universities, professional organizations and NGOs. In specific terms, the following objectives for LAR under the Plan are entrusted to the coordination of Ministry of Interior (MoI) and Ministry of Environment and Urbanization (MoEU) jointly:

- Increased efficiency in local service delivery,
- Strengthened capacities of local administrations in terms of human resources, management and strategic planning,
- Strengthened capacities of local administrations in terms of project management,
- Enhanced inclusion of universities, NGOs and professional organizations in local decision-making processes.

In line with the objectives of the 10th National Development Plan, the Strategic Plan of the MoI for 2015-2019 identifies the priorities and the core values of the MoI as; the rule of law, respect for human rights, transparency, commitment to ethic values, participation and delivery of efficient and good-quality services. The Strategic Plan highlights the importance of ensuring efficiency, effectiveness, participation, openness and accountability at local administrations as one of its main goals. The Strategic Plan sets five thematic areas and results as i) Establishing a peaceful environment via strengthening internal security services and coordination in accordance with human rights norms, ii)

Increasing pace and quality of services provided by local authorities including governorates and district governorates, iii) Promoting development of civil society, iv) Deployment of information technologies as a facilitator in efficient provision of services and v) Increasing the pace and quality of the services provided by the MoI and MoEU.

In the scope of the LAR-II, a white paper was developed for the MoI, which outlines the short, medium and long-term policy options to be pursued to have a full-fledged LAR in the scope of Turkey's EU Accession process. This Project addresses the short and medium-term policies those will form the basis of long-term policy options for the Government of Turkey. Besides, the Project at hand represents a continuum of the first and second phases of EU-funded LAR projects, in the scope of which required legislative framework were improved and put into place through phased approach. Besides, this Project, which is the third phase of LAR, will also address the needs that will be explored for effective implementation of the metropolitan municipality model that was introduced after the completion of LAR-II.

With a view to further support implementation of Local Administration Reform in Turkey, MoI and UNDP collaborated on design and implementation of the third phase of the LAR Project. In this sense, Local Administration Reform Phase III Project is an EU-funded technical assistance project.

Within the scope of a Direct Grant Agreement, signed between Central Finance and Contracts Unit (CFCU) and UNDP and endorsed by Delegation of the European Union to Turkey (EUD), Ministry of Interior General Directorate for Provincial Administrations (MoI/GDPA) will be the executive agency of the Project and will work closely with Ministry of Environment and Urbanization, General Directorate for Local Authorities (MoEU/GDLA) to achieve the expected outputs. In that respect, the implementing partners of the Project are Ministry of Environment and Urbanization (MoEU), Ministry of Treasury and Finance (MoTF) and Union of Municipalities of Turkey (UMT).

The overall objective of the Project is to ensure effective, inclusive, accountable and participatory local governance in Turkey, in particular through support to further implementation of the LARs undertaken between 2003-2013, in line with international standards. The specific objective of the project is to develop and strengthen the administrative capacity and cooperation of MoI, MoEU and Local Authorities themselves in the task of ensuring the effective implementation of the new local administration model in line with principles of democratic governance.

The Project aims to achieve the following results:

- Administrative and operational capacities for efficient provision of local services enhanced,
- Administrative and operational capacities of the local authorities for the implementation of new Metropolitan Municipality Model strengthened,
- Institutional capacity of the local authorities in terms of service delivery and adoption of the principles of democratic governance enhanced,
- Public awareness on urbanization enhanced through institutional and individual capacity enhancement programmes,
- Efficiency of the local services enhanced through online managements systems.

LAR Phase III is composed of three components:

Component 1- Effective Local Service Delivery:

The main objective of Component 1 is to provide support and recommendations to the MoI and MoEU for the development of draft legislations, which will enable MoI and MoEU and their staff as well as local administrators (mayors; deputy mayors; heads of the clerk's department, the financial services department and the planning departments of municipalities) to exercise effective local service delivery methods in the overall local administration scheme.

Component 2- Capacity Building for New Metropolitan Municipality Model and Inclusive Local Governance Processes

The main objective of Component 2 is to assess the impact of municipal legislation and enhance the institutional capacity of the local authorities responding to the new responsibilities they are to undertake with the enforcement of new Metropolitan Municipality Model in 2012. In addition, the needs for transparent processes and participatory mechanisms at local authorities will be addressed. General management and job skills training for MM staff and public awareness raising events for the disadvantaged population will also be undertaken within the scope of this component.

Component 3- Online Management Information Systems Installed and Updated

The MoI initiated two important databases with YEREL BILGI and BEPER Projects in the past, one of which is not in use anymore. YEREL BILGI aims to provide information about local administrations, special provincial administrations, their corporations, municipalities and corporations belonging to municipalities, district governorates, villages, and associations affiliated to GDLA through a single database. With this Component, the Project will contribute to improved flow of information and increased accessibility of the available data produced in the form of secondary legislation, decrees and decisions, both at the national and local levels and within the country. Under the current state of functioning, there is no systematic that enables to access all relevant and updated data which prevent to make decisions in a holistic way. MoEU holds its new responsibilities concerning the local authorities after the introduction of the presidential system of government in July 2018 and the Project will address the effective communication flow within the departments of the MoEU as well as update of the YEREL BILGI in a way to ensure its linkage with the local. In addition, the technical capacity for effective use of YEREL BILGI will be enhanced and relevant MoI staff will transfer the accumulated knowledge to the staff of MoEU.

Against this background architecture of project components and activities are as the following:

Local Administration Reform Project in Turkey- LAR III		
Overall Objective		
to ensure effective, inclusive, accountable and participatory local governance in Turkey, in particular through support to further implementation of the LARs undertaken between 2003-2013, in line with international standards		
Specific Objective		
To develop and strengthen the administrative capacity and cooperation of Turkish MoI, MoEU and Local Authorities themselves in the task of ensuring the effective implementation of the new local administration model in line with principles of democratic governance.		
Component 1: Effective Local Service Delivery	Component 2: Capacity Building for New Metropolitan Municipality Model and Inclusive Local Governance Processes	Component 3: Online Management Information Systems
R.1.1. Administrative and operational capacities for efficient provision of local services enhanced	R.2.1. Administrative and operational capacities of the local authorities for the implementation of new Metropolitan Municipality Model strengthened,	R.3.1. Efficiency of the local services enhanced through online managements systems.
<p>A.1.1.1. Establish a Support Group on Legislation Drafting Process of MoI and MoEU (SGL) and Consultative Group of Local Authorities (CGLA)</p> <p>A.1.1.2. Develop recommendations for the development of a draft legislation for strengthening the loan system of local authorities through assessment of country experiences</p> <p>A.1.1.3. Develop recommendations for the development of a draft legislation for increasing the income of local authorities in line with other country experiences</p> <p>A.1.1.4. Develop recommendations for amendment of the relevant provisions of the Law No: 3572 and Regulation for Business License</p> <p>A.1.1.5. Develop the standards and principles for the establishment of an effective human resources management system in local administrations</p> <p>A.1.1.6. Develop the service standards ensuring the MMs and its District Municipalities to use 10% of their budgets for the infrastructure works in rural areas (as defined in the Law No: 6360)</p> <p>A.1.1.7. Develop a comparative assessment on effective collection of municipal accounts receivable</p> <p>A.1.1.8. Develop a performance management system to be adopted in MMs and District Municipalities</p> <p>A.1.1.9. Develop recommendations for the development of a draft legislation on the functioning of municipality-led enterprises in line with EU Member States experiences</p> <p>A.1.1.10. Develop recommendations for the development of a draft legislation regulating the legal and institutional infrastructure of Water and Sewerage Administrations</p> <p>A.1.1.11. Conduct technical visits to 3 EU member states</p> <p>A.1.1.12. Develop recommendations for the development of a secondary legislation (regulation) for honours and ceremonies arranged by local authorities</p> <p>A.1.1.13. Assess the impact born by localizing EU acquis on the work and responsibilities of local authorities in Turkey</p> <p>A.1.1.14. Develop and publish a full comparative assessment study on functioning of the local authorities</p>	<p>A.2.1.1. Assess the impact of the implementation of legislation on local authorities</p> <p>A.2.1.2. Develop a software system for monitoring of the progress against the implementation of reforms in local administration</p> <p>A.2.1.3. Develop modelling for the implementation of new Metropolitan Municipality Model in different contexts and enhance cooperation and collaboration among the MM based on the modeling developed</p> <p>A.2.1.4. Develop and Deliver Customized General Management and Job Skills Training Modules for the Use of the GDLA/MoEU and GDPA/MoI to be delivered to new MM</p> <p>A.2.1.5. Conduct a study on the projection of new local administration system, which will be introduced with the abolishment of special provincial administrations in accordance with the Law No: 6360</p> <p>A.2.1.6. Conduct a current situation analysis concerning the evolving role of neighbourhood management and road map for its improvement in light with the new local administration system, mainly the introduction of new MMs</p> <p>R.2.2. Institutional capacity of the local authorities in terms of service delivery and adoption of the principles of democratic governance enhanced,</p> <p>A.2.2.1. Develop and implement local service delivery standards in order to simplify the processes for service provision</p> <p>A.2.2.2. Develop and Implement Participatory Local Governance Model for 14 new MMs</p> <p>A.2.2.3. Assess EU experiences with good practices and lessons learned for enhancing transparency and accountability in local authorities and develop recommendations to a draft secondary legislation for enhancing transparency and accountability in local authorities</p> <p>A.2.2.4. Develop a policy paper on reforming the Local Government Electoral System and Strengthening of Municipal Councils</p> <p>R.2.3. Public awareness on urbanization enhanced through institutional and individual capacity enhancement programmes,</p> <p>A.2.3.1. Conduct Needs assessment for public awareness on urbanization targeting the disadvantaged groups (population affected by internal migration, youth, women, children)</p> <p>A.2.3.2. Design and implement capacity enhancement programs on urban awareness for the staff of Women Centers, Child Development Centers and other relevant social service units</p> <p>A.2.3.3. Design and implement capacity enhancement programs on urban awareness to be delivered to selected staff of MM</p>	<p>A.3.1.1 Develop a software to facilitate the communication flow within the departments of the MoEU</p> <p>A.3.1.2. Update of the YEREL BILGI Project management system in the light of developed Software system</p> <p>A.3.1.3. Develop a user-friendly guideline for the use and update of the system</p> <p>A.3.1.4. Deliver tailor-made trainings to the staff of MoI on effective use of the software system in alignment with YEREL BILGI management system</p>

2 ACRONYMS AND ABBREVIATIONS

Unless otherwise noted;

- LAR: Local Administration Reform
- UNDP: United Nations Development Programme
- MoI: Ministry of Interior
- MoTF: Ministry of Treasury and Finance
- MoEU: Ministry of Environment and Urbanization
- GDLA: General Directorate of Local Authorities
- UMT: Union of Municipalities of Turkey
- IC: Individual Consultant
- CO: UNDP Country Office in Turkey
- PSB: Presidency of Strategy and Budget
- PT: Project Team
- TAT: Technical Assistance Team
- STE: Short-Term Expert
- SGLDP: Support Group on Legislation Drafting Process
- CGLA: Consultative Group of Local Authorities
- IDG: Inclusive and Democratic Governance
- WS: Workshop
- ToT: Training of trainers
- MM: Metropolitan Municipality

3 OBJECTIVE

The overall objective of this assignment is to develop a distance learning system with video conferencing module and distance learning modules by enriching the content of the online trainings and presentations defined by UNDP with animations, videos, graphics, visual contents, audio narrations, infographics, etc.

4 SCOPE, SPECIFIC ACTIVITIES AND DELIVERABLES WITH TIMEFRAMES

The assignment includes six work packages corresponding to the activities of the project as depicted below. The Contractor will provide a detailed workplan regarding the assignment.

Work Package #1: Activity 2.3.2. “Design and implement capacity enhancement programs on urban awareness for the staff of Women Centers, Child Development Centers and other relevant social service units”

A total of 5 Distance Learning Modules, each with a different theme (e.g. animations, videos, graphics, visual contents, audio narrations, infographics, etc.), will be developed for the staff of (i) Women Centers, (ii) Child Development Centers, (iii) Youth Centers, (iv) Elderly Care Centers and (v) Disabled Care Centers at the local level responding to the prior recordings of online trainings and

presentations/training materials prepared, which will be provided by UNDP. The prepared distance learning modules will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA. All required modifications will be requested from the Contractor to allow broadcasting of the distance learning modules through the web infrastructure of the mentioned institutions.

Work Package #2: Activity 2.3.3. “Design and implement capacity enhancement programs on urban awareness to be delivered to selected staff of MMs”

1 Distance Learning Module (e.g. animations, videos, graphics, visual contents, audio narrations, infographics, etc.) will be developed for the staff of the MMs responding the prior recordings of online trainings and presentations prepared, which will be provided by UNDP. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA. All required modifications will be requested from the Contractor to allow broadcasting of the distance learning modules through the web infrastructure of the mentioned institutions.

Work Package #3: Activity 2.1.4. “Develop and deliver customized general management and job skills training modules for the use of the GDLA to be delivered to new MMs”

The Contractor is expected to provide training services on 15 different training subjects to be determined upon training needs analysis study to be conducted by UNDP.

The Contractor is expected to recruit and mobilise trainers for the preparation of training modules, the delivery of virtual classroom trainings and conducting post-training services on 15 training subjects to be specified by UNDP following the procedure below:

- a) Identify the potential trainers for the themes determined by UNDP.
- b) Propose to UNDP the CVs of trainers by training themes and mobilise the trainers as approved by UNDP for the preparation of training material, delivery of training and post-delivery services as defined in this ToR.
- c) For each training subject to be defined by UNDP, the Contractor will propose at least two CVs of qualified candidates from its pool of trainers considering their availability. UNDP may also consider and propose other candidates in addition to those proposed by the Contractor.
- d) UNDP will assess the qualifications of the proposed candidates and will inform the Contractor on the chosen candidate.
- e) The Contractor must complete the contractual formalities with the chosen candidate(s) before the scheduled training date and will inform UNDP accordingly. UNDP has the right to request proof documents at any time.

Work Package #4: Distance Learning Modules for Activity 2.1.4 (e.g. animations, videos, graphics, visual contents, audio narrations, infographics, etc.) on 15 different areas will be developed for all relevant local administration staff and local elected officials responding to the prior recordings of online trainings and presentations prepared, which will be provided by UNDP. Duration of each module will be determined by UNDP in consultation with the Beneficiaries and the total duration of 15 modules will be at least 30 hours. It will be at the Contractor’s responsibility to ensure that the prepared distance

learning modules will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA. All required modifications will be requested from the Contractor to allow broadcasting of the distance learning modules through the web infrastructure of the mentioned institutions.

Work Package #5: Distance Learning System with video conferencing module will be developed to support asynchronous and synchronous online trainings. It will be at the Contractor's responsibility to ensure that the prepared distance learning system with video conferencing module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA and the modules which are defined in Work Package 1, 2, 3 and 4.

Work Package #6: After completion of the development of Distance Learning System with video conferencing module and the development of modules which are defined in Work Package 1, 2, 3 and 4, one (1) year Warranty Period and Maintenance Services, of which the costs are included within the Total Contract Price, will be provided by the Contractor.

The following table provides detailed description of activities along with the corresponding deliverables with due dates:

Work Package #1					
Activity A.2.3.2. Design and implement capacity enhancement programs on urban awareness for the staff of Women Centers, Child Development Centers and other relevant social service units					
Activity	Scope of Activity	Deliverable	Indicative Duration of the Module	Indicative Timeframe for the Activity	Deliverable Due Date
Developing a distance learning module for the staff of Women Centers	A distance learning module will be developed for the staff of the Women Centers in Metropolitan Municipalities. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.	Distance Learning Module	Between 2-4 hours	February 2021 – April 2021	Within two months after the contract signature
Developing a distance learning module for the staff of Child Development Centers	A distance learning module will be developed for the staff of the Child Development Centers in Metropolitan Municipalities. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation	Distance Learning Module	Between 2-4 hours	February 2021 – April 2021	Within two months after the contract signature

	tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.				
Developing a distance learning module for the staff of Youth Centers	A distance learning module will be developed for the staff of the Youth Centers in Metropolitan Municipalities. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.	Distance Learning Module	Between 2-4 hours	February 2021 – April 2021	Within two months after the contract signature
Developing a distance learning module for the staff of Elderly Care Centers	A distance learning module will be developed for the staff of the Elderly Care Centers in Metropolitan Municipalities. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.	Distance Learning Module	Between 2-4 hours	February 2021 – April 2021	Within two months after the contract signature

Developing a distance learning module for the staff of Disabled Care Centers	A distance learning module will be developed for the staff of the Disabled Care Centers in Metropolitan Municipalities. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.	Distance Learning Module	Between 2-4 hours	February 2021 – April 2021	Within two months after the contract signature
Work Package #2	Activity A.2.3.3. Design and implement capacity enhancement programs on urban awareness to be delivered to selected staff of MMs				
Activity	Scope of Activity	Deliverable	Indicative Duration of the Module	Indicative Timeframe for the Activity	Deliverable Due Date
Developing a distance learning module for the staff of Metropolitan Municipalities	A distance learning module will be developed for the relevant staff of Metropolitan Municipalities. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.	Distance Learning Module	Between 2-4 hours	February 2021 – April 2021	Within two months after the contract signature

Work Package #3	Activity A.2.1.4. Develop and deliver customized general management and job skills training modules for the use of the GDLA to be delivered to new MMs				
Activity	Scope of Activity	Deliverable	Indicative Duration of the Module	Indicative Timeframe for the Activity	Deliverable Due Date
Providing training services on 15 different topics	The Contractor is expected to provide training services on 15 topics to be determined by UNDP. The Contractor will be responsible for the preparation of training modules, the delivery of virtual classroom trainings and conducting post-training services regarding up to 15 different subjects to be specified by UNDP.	Provision of training services on 15 different topics	N/A	March 2021 – October 2021	On an ad-hoc basis, in line with training programme to be provided by UNDP
Work Package #4	Activity A.2.1.4. Develop and deliver customized general management and job skills training modules for the use of the GDLA to be delivered to new MMs				
Activity	Scope of Activity	Deliverable	Indicative Duration of the Module	Indicative Timeframe for the Activity	Deliverable Due Date
Developing 15 distance learning modules for local elected officials and managers in MMs on general management and job skills	15 distance learning modules will be developed for local elected officials and managers in MMs on general management and job skills. Duration of each module will be determined by UNDP in consultation with the beneficiaries and the total duration of 15 modules will be at least 30 hours. Prior recordings of online trainings and presentations will be provided to the Contractor by UNDP. The content of the recorded virtual class trainings and presentations will be enriched with animations, videos, graphics, visual contents, audio narrations, infographics, etc. and transformed into distance learning module. Assessment and evaluation	Distance Learning Modules on 15 themes	Between 2-4 hours each	February 2021 – October 2021	Each module to be submitted within 1 month after delivery of each respective training over a total period of 8 months

	tools will also be prepared for this module. The prepared distance learning module will be compatible with the infrastructure of MoI/GDPA and MoEU/GDLA.				
Work Package #5	Activity A.2.1.4., A.2.3.2., A.2.3.3. Design and Development of Distance Learning System with video conferencing module				
Activity	Scope of Activity	Deliverable	Indicative Duration of the Module	Indicative Timeframe for the Activity	Deliverable Due Date
Design and Development of a Customized Distance Learning System with video conferencing module	Distance Learning System with video conferencing module development will cover the functional modules, admin panel and front-end pages. The Distance Learning System with video conferencing module is required to be produced in line with an adaptive and responsive design ensuring cross-browser and mobile compatibility. Design of the user interfaces are expected to be in line with the latest trends in Material Design principles and also user-friendly from the functional aspect. The Distance Learning System with video conferencing module will support all the SCORM and Tin Can packages.	Design and development of a Distance Learning System with video conferencing module	N/A	February 2021 – March 2021	Within 45 days after the contract signature
Work Package #6	Activity A.2.1.4., A.2.3.2., A.2.3.3. Warranty Period and Maintenance Service for Distance Learning Modules and Distance Learning System with video conferencing module				
Activity	Scope of Activity	Deliverable	Indicative Duration of the Module	Indicative Timeframe for the Activity	Deliverable Due Date
Warranty Period and Maintenance Services for Distance	One year of regular maintenance services for bug fixing, minor developments and server maintenance will be provided by the Contractor. One year of warranty period	Maintenance and warranty of the Distance	N/A	April 2021 – October 2022	One year from delivery and acceptance of

Learning Modules and Distance Learning System with video conferencing module	covering services for bug-fixing and fixing of other problems caused by the Contractor and all the maintenance services will be provided by the Contractor.	Learning Modules and Distance Learning System with video conferencing module			Distance Learning Modules and Distance Learning System with video conferencing module
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5 ROLES AND RESPONSIBILITIES

The Assignment has a complex nature, which requires strong coordination. This will be primarily ensured by the UNDP Project Team. The Contractor will form an Assignment Team which will work in close cooperation and collaboration with the LAR III Project Manager, as well as other technical/support staff of the Project to be designated by the Project Manager. The Contractor will be responsible for ensuring the quality of the deliverables/outputs of the Assignment. The Assignment (Learning Management System) Team will be composed of experts with required expertise, as detailed below, on the services requested from the Contractor, such as but not limited to senior and junior experts on content development, graphic design, information technologies, Assignment Coordinator (Focal Point on the Contractor side) will be the counterpart of the LAR III Project Manager on issues requiring coordination with UNDP. **The Assignment Coordinator** carries the ultimate responsibility for the quality of services and outputs to be generated, on behalf of the Contractor. As such, his/her responsibilities include but are not limited to (a) coordination of work of the assignment team members, (b) maintaining regular coordination with UNDP (c) flagging bottlenecks, deviations, and issues as early as possible, and (d) obtaining UNDP's approval accordingly.

The Assignment (Learning Management System) Team Members will be in close contact and coordination with LAR III Project Team. The LMS Team Members are expected to deliver their services in the most optimal, efficient and effective way possible and UNDP will have the right to intervene at any time in terms of production of distance learning materials, in order to ensure timely delivery and high quality of services and outputs.

The LMS Team should consist of at least one personnel for each of the following roles; Assignment Coordinator, Graphic Designer, Web Designer/Developer, Front-end Developer, Back-end Developer, Content Developer / Education Expert with pedagogical formation (Instructional Designer), Quality and Test Specialist. Apart from these roles, an e-content development team will also be part of the LMS Team. The e-content development team should consist of at least one personnel for each of the following roles; Instructional Designer, Graphic Designer, Developer, Quality and Test Specialist. Although the Contractor may assign more than one personnel for each of the roles defined above, the Contractor will not be entitled to any additional payment for the additional personnel.

Responsibilities and Minimum Qualifications of the Assignment (Learning Management System) Team Members:

➤ **Assignment Team Coordinator**

Responsibilities:

- Responsible for the day-to-day management of the project and with the necessary authority to effectively resolve any problems which may arise in the performance of the contract.
- Responsible for all the services provided as well as for all the contractual communication and matters, such as order forms/specific contracts.
- Responsible for the assignment plan that outlines how and when assignment's objectives are to be achieved, including activities, resources, timelines, contingencies, chronological charts, assignment management roles and responsibilities.

- Responsible for managing the development and implementation of information systems to meet identified business needs, along with acquiring and utilizing the necessary resources and skills, within agreed parameters of cost, timescales, and quality.
- Giving proposals for assignment strategies, planning, definition of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems follow-up and organization.
- Guiding the team in charge of assignment activities and reviewing their deliverables.
- Participating in functional working groups and progress meetings.
- Estimating costs, timescales and resource requirements for the successful completion of each task as stipulated within this Terms of Reference.
- Preparing and maintaining assignment and quality plans and tracking activities against the plan, by providing regular and accurate reports.
- Monitoring costs, timescales and resources used, and taking action where these deviate from agreed tolerances. Ensuring that delivered systems are implemented within these criteria.
- Providing effective leadership for the project team ensuring that team members are motivated and constantly developing their skills and experience.
- Ensures the agile process is being followed.

Minimum requirements:

- ✓ A minimum of 5 years of experience in managing projects on Information System Development.
- ✓ Experience with agile software development methodologies.
- ✓ Very good knowledge of spoken and written English.

➤ **Graphic Designer**

Responsibilities:

- Finding or creating images and designing specific documents.
- Doing graphic designs in Material Design Principles of the front-end of the LMS and preparing the layouts of the front-end pages of the system.
- Doing graphic design of the learning objects and preparing the visual assets by using graphic editor software.
- Performing image optimization for the web.
- Performing video synchronization with visual assets if needed by UNDP.
- Working in collaboration with Web Designers/Developers.
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of experience in the field of graphic design.
- ✓ Experience with desktop publishing and graphic editor software.
- ✓ Good knowledge of spoken and written English.

➤ **Web Designer/Developer**

Responsibilities:

- Transforming complex layout PSDs into pixel-perfect presentation-layer HTML5/CSS3 templates.
- Creating responsive and adaptive website designs.
- Working in collaboration with the Graphic Designer(s) and the other Web Designer(s)/Developer(s).
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of experience in web development.
- ✓ Expertise in HTML5 and CSS3.
- ✓ Experience in responsive and adaptive web designs.
- ✓ Experience with media queries.
- ✓ Knowledge on CSS platforms, such as Twitter's Bootstrap.
- ✓ Good knowledge of spoken and written English.

➤ **Front-end Developer**

Responsibilities:

- Writing front-end functionality codes of LMS.
- Working in collaboration with the Back-end Developer and the Web Designer(s)/Developer(s).
- Automating testing by writing test codes and practicing test-driven development.
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of experience in development of LMS environment.
- ✓ Expertise in HTML5, CSS3 and jQuery and/or modern JavaScript libraries like ReactJS, ReduxJS, AngularJS, etc.
- ✓ Experience with test-driven development.
- ✓ Knowledge on cross-browser compatibility issues.
- ✓ Experience in developing responsive design / mobile friendly web applications.
- ✓ Good knowledge of spoken and written English.

➤ **Back-end Developer**

Responsibilities:

- Programming/maintenance of applications.
- Installation and configuration of applications.
- Migration and update of applications.
- Creation/maintenance of databases.
- Automating testing by writing test codes and practicing test-driven development.

- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of experience in any relevant back-end programming and in relational databases.
- ✓ Experience in developing web applications, Learning Management Systems and/or web services.
- ✓ Experience with test-driven development.

➤ **Content Developer / Education Expert**

Responsibilities:

- Converting rough training texts provided by UNDP to storyboards according to adult learning principles.
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ Knowledge on adult learning theory and instructional design principles.
- ✓ A minimum of 3 years of experience in the field of instructional design.
- ✓ Holding a pedagogical formation.

➤ **Quality and Test Specialist**

Responsibilities:

- Assisting in generation of use cases to ensure that all functional requirements of the system are captured during the product design phase.
- Verifying that the software meets the defined quality standards and agreements in the Contract.
- Recommending design improvements or corrections to developers throughout the development process.
- Consulting with product development to evaluate system interfaces, operational requirements and performance requirements of overall system.
- Creating test scenarios to test all the functional modules of LMS and try to find the possible bugs.
- Conducting compatibility tests with third-party products or systems.
- Reporting the errors in a bug tracker software and assigning the issues to the corresponding team members.
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of related work experience in Software Quality Assurance.
- ✓ Experience in using bug tracker software.

Responsibilities and Minimum Qualifications of the e-Content Development Team Members:

➤ Instructional Designer

Responsibilities:

- Converting rough training texts provided by UNDP to storyboards according to adult learning principles.
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ Knowledge on adult learning theory and instructional design principles.
- ✓ A minimum of 3 years of experience in the field of instructional design.

➤ Graphic Designer

Responsibilities:

- Finding or creating images and of designing specific documents.
- Doing graphic designs in Material Design Principles of the front-end of the LMS, preparing the layouts of the front-end pages of the system.
- Doing graphic design of the learning objects and preparing the visual assets with using graphic editor software.
- Performing image optimization for the web.
- Performing video synchronization with visual assets if needed by UNDP.
- Working in collaboration with Web Designer(s)/Developer(s).
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of experience in the field of graphic design.
- ✓ Experience with desktop publishing and graphic editor software.
- ✓ Good knowledge of spoken and written English.

➤ Developer

Responsibilities:

- Writing learning objects code in JavaScript, HTML5 and CSS3.
- Working in collaboration with Graphic Designer(s).
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of experience in development with JavaScript, HTML5 and CSS3.
- ✓ Knowledge on cross-browser compatibility issues.
- ✓ Experience in developing responsive design / mobile friendly web applications.

- ✓ Good knowledge of spoken and written English (at least B2 level).

➤ **Quality and Test Specialist**

Responsibilities:

- Performing the content tests;
 - Logical consistency
 - Redaction
- Creating test scenarios to test content modules and try to find the possible bugs.
- Reporting the errors in a bug tracker software and assigning the issues to the corresponding teammates.
- Providing other specific relevant services as requested by UNDP.

Minimum requirements:

- ✓ A minimum of 3 years of related work experience in e-Content Quality Assurance.
- ✓ Experience in using bug tracker software.

Responsibilities and Minimum Qualifications of the Trainers:

➤ **Trainers**

Responsibilities

- Preparing training materials and presentations at maximum quality and suitable for online training (easy to follow, rich in visuals and compatible with orthographic, spelling and presentation rules).
- Conducting online training activities through web tools, such as Zoom.
- Preparing post-training reports.

Minimum requirements:

- ✓ Bachelor's Degree in a field relevant to the respective training topic.
- ✓ Proven experience in delivering trainings to public and local administration staff.
- ✓ Previous experience in preparation of training materials and presentations.

6 MILESTONES AND PAYMENTS

The Assignment has milestones as stipulated within the following table, against the targeted deadlines for delivery of corresponding outputs. Payments will be made within 30 days upon approval of each Deliverable. If any Deliverable is not produced and delivered by the Contractor in due time and to the satisfaction of UNDP, no payment will be made even if the Contractor has invested time and resources to produce and deliver that Deliverable. The Contractor shall be paid in USD if it is established and operating in a country different than Turkey. If the Contractor is established and operating in Turkey, the payment shall be realized in TRY through conversion of the USD amount by the official UN Operational Rate of Exchange applicable on the date of money transfer.

Deliverables	Deadlines
<i>Deliverable #1:</i> Distance Learning Module for staff of Women Centers	within 2 months after the contract signature
<i>Deliverable #2:</i> Distance Learning Module for staff of Child Development Centers	within 2 months after the contract signature
<i>Deliverable #3:</i> Distance Learning Module for staff of Youth Centers	within 2 months after the contract signature
<i>Deliverable #4:</i> Distance Learning Module for staff of Elderly Care Centers	within 2 months after the contract signature
<i>Deliverable #5:</i> Distance Learning Module for staff of Disabled Care Centers	within 2 months after the contract signature
<i>Deliverable #6:</i> Distance Learning Module for staff of metropolitan municipalities	within 2 months after the contract signature
<i>Deliverable #7:</i> Distance Learning System with video conferencing module development	within 45 days after the contract signature
<i>Deliverable #8:</i> Distance Learning System with video conferencing module maintenance and warranty	One year from delivery and acceptance of Distance Learning Modules and Distance Learning System with video conferencing module
Provision of training services on an estimated 15 different themes, as and when requested by UNDP*	February 2021 – August 2021 (on an ad-hoc basis, as and when requested by UNDP)
Distance Learning Modules on 15 themes	Each module to be submitted within 1 month after delivery of each respective training over a total period of 8 months

*The trainings are planned to be conducted online. Nevertheless, UNDP may revise the modality of the trainings as face-to-face in Ankara, Turkey. The Contractor will not be entitled to any additional payment if the modality of the trainings changes as such.

The Contractor will prepare and submit invoices after completion of each Deliverable (for Deliverables 1 to 8) and following acceptance of UNDP. The Contractor will prepare and submit invoices after completion of all “Distance Learning Modules on 15 themes” and following acceptance of UNDP. The Contractor will prepare and submit invoices regarding training services performed to UNDP within a calendar-month, at the end of each calendar-month. The corresponding payments will be affected to the Contractor within 30 days from approval of the deliverables/services and invoices by UNDP. The payments will exclude VAT and include all kinds of transportation, insurance, etc. costs that will come out in relation to execution of the services. The Contractor will not be entitled to any additional payment for whatsoever reason (tax, legal obligations, unforeseen costs, etc.)

7 INSTITUTIONAL ARRANGEMENTS

The members of the Assignment Team will work in harmony and will develop/deliver the outputs of the Assignment to the satisfaction of UNDP.

The Assignment Team will be in close contact and coordination with LAR III Project Team. The Assignment Team Members are expected to deliver their services in the most optimal, efficient and effective way possible and UNDP will have the right to intervene at any time, in order to ensure timely delivery and high quality of services and outputs.

The Assignment Team will report to the LAR III Project Manager. The Assignment Team should maintain strong cooperation and collaboration with the capacities detailed throughout this Terms of Reference and incorporate/follow their substantial advice in conduct of the activities of the assignment.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting	<input type="checkbox"/> Yes <input type="checkbox"/> No

such issues (If yes, provide a Copy)				
Is your company a member of the UN Global Compact	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Previous relevant experience: 3 contracts				
Name of previous contracts	Client & Reference Contact Details including e-mail	Contract Value	Period of activity	Types of activities undertaken

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Terms of Reference, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- *a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference,*
- *a brief methodology, approach and implementation plan,*
- *team composition and CVs of Key Personnel.*

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference and your Technical Offer. The lump sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions for Contracts, and hereby present our quotation for the “Development of Distance Learning Modules for Relevant Staff of Municipalities and Social Service Centers”, and our agreement to provide the subject matter services in full conformity with the Terms of Reference and requirements of UNDP as per referred in this RFQ.

PRICE SCHEDULE

	Recording and/or Transformation of the Recordings to Distance Learning Modules (I)		Unit Price (USD)	Estimated Number of Unit (Hours)*	Estimated Total Price (USD)
Alternative 1	Trainer/Speaker: Provided by UNDP Virtual Classroom: Provided by Contractor Recording: Provided by Contractor			60	
Alternative 2	Trainer/Speaker: Provided by UNDP Virtual Classroom: Zoom Recording: To be submitted by UNDP to Contractor			60	
Alternative 3	Trainer/Speaker: Provided by UNDP Virtual Classroom: Zoom Recording: Provided by Contractor			60	
Alternative 4	Trainer/Speaker: Provided by UNDP Live Studio Recording: Provided by Contractor			60	
Alternative 5	Trainer/Speaker: Provided by Contractor Live Studio Recording: Provided by Contractor			60	
Alternative 6	Trainers: Provided by Contractor Virtual Classroom: Zoom Recording: Provided by Contractor			60	
Alternative 7	Virtual Class provided by Contractor	Monthly, upto 100 instant users, training plus technical support		30	
ESTIMATED SUBTOTAL – I (USD)					

*The Estimated Number of Unit is based on UNDP’s estimations and may change at the stage of Contract Signature or throughout the course of the Contract. Nevertheless, the Contractor will be providing services without any change in the Unit Price.

Content Development (II)		Unit Price (USD)	Estimated Number of Unit (Minutes)*	Estimated Total Price (USD)
Develop Distance Learning Content- 2D Motion Graphic Animation	Animations, videos, graphics, visual contents, audio narrations, infographics, etc.		180	
Develop Distance Learning Content- Interactive Assessment and Evaluation	Interactive Assessment and Evaluation application throughout the distance learning modules		180	
Short Movie	5-minute documentary style movie/video clip regarding the distance learnings		5	
ESTIMATED SUBTOTAL – II (USD)				

***The Estimated Number of Unit is based on UNDP's estimations and may change at the stage of Contract Signature or throughout the course of the Contract. Nevertheless, the Contractor will be providing services without any change in the Unit Price.**

Other (III)		Total Price (USD)
Other	LMS – software development, training, 12-month technical support and hosting	
Other	To be defined and clearly stated by the Bidder, if any (a new line should be added by the Bidder for each additional cost item)	
SUBTOTAL – III (USD)		

Apart from the above detailed cost items, UNDP may be in need of additional trainer services. For these services, the Bidder will provide trainers who at least fulfil the minimum qualification requirements stipulated for “Trainers” within the Terms of Reference and will charge an hourly fee as per the below table for this cost item:

Additional Trainer Services (IV)	Unit Price (USD)	Estimated Number of Unit (Hours)*	Estimated Total Price (USD)
Additional Trainer Services as needed by UNDP (virtual)		10	
Additional Trainer Services as needed by UNDP (face-to-face in Ankara, Turkey)		10	
ESTIMATED SUBTOTAL – IV (USD)			

***The Estimated Number of Unit is based on UNDP's estimations and may change at the stage of Contract Signature or throughout the course of the Contract. Nevertheless, the Contractor will be providing services without any change in the Unit Price.**

TOTAL CONTRACT PRICE	Total Price (USD)
ESTIMATED SUBTOTAL – I (USD)	
ESTIMATED SUBTOTAL – II (USD)	
SUBTOTAL – III (USD)	
ESTIMATED SUBTOTAL – IV (USD)	
GRAND TOTAL (USD) [BASIS OF THE FINANCIAL EVALUATION OF THE RFQ]	

Compliance with Requirements

	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

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

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

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

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of company</i> Company Name: Click or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.: Click or tap here to enter text. Email Address: Click or tap here to enter text.	Authorized Signature: _____ Date: Click or tap here to enter text. Name: Click or tap here to enter text. Functional Title of Authorised Signatory: Click or tap here to enter text. Email Address: Click or tap here to enter text.



Empowered lives.
Resilient nations.

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

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

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

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

2. OBLIGATIONS OF THE CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

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

4. PRICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

5. ADVANCE PAYMENT:

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

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

6. SUBMISSION OF INVOICES AND REPORTS:

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

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

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

7. TIME AND MANNER OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

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

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

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

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

13. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

18.1 The Recipient shall:

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

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

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

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

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

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

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

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

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

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

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

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

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

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

20. TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. SETTLEMENT OF DISPUTES:

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

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

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

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

25. TAX EXEMPTION:

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

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

26. MODIFICATIONS:

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

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

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

27. AUDITS AND INVESTIGATIONS:

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

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

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

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

28. LIMITATION ON ACTIONS:

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

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

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

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

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

31.1 The UN Supplier Code of Conduct;

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

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

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

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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

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

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

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

35. SEXUAL EXPLOITATION:

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

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

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

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

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