REQUEST FOR PROPOSAL

Professional services for designing and producing communication and visibility material for the Investment Programme for Resilience

RFQ No.: PAL-0000163375

Issued on: 24 January 2022
REQUEST FOR QUOTATION / PROPOSAL

Subject: Professional services for designing and producing communication and visibility material for the Investment Programme for Resilience (IPR)

(PAL10-00116642 Investment Programme for Resilience (IPR))

Date: 25 January 2022

Dear Bidder,

We kindly request you to submit your quotation/proposal to conduct Professional services for designing and producing communication and visibility material for the Investment Programme for Resilience (IPR), as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Please note that this procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system. Visit this page for system user guides and videos in different languages:


If already registered, go to https://etendering.partneragencies.org and sign in using your username and password.

If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):

https://etendering.partneragencies.org
- Username: event.guest
- Password: why2change

It is strongly recommended to create a username with two parts: your first name and last name separated by a “.”, (similar to the one shown above). Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.

Please note that your new password should meet the following criteria:
- Minimum 8 characters
- At least one UPPERCASE LETTER
- At least one lowercase letter
- At least one number

You can view and download tender documents with the guest account as per the above username and password, however, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.

Quotations that are received by UNDP after the deadline indicated, for whatever reason, shall not be considered for evaluation.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.
Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and attains the highest combined technical and financial scores shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

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

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

Thank you and we look forward to receiving your Proposal.
**Annex 1**

**Description of Requirements**

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>UNDP/PAAP – Jerusalem, West Bank and Gaza office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementing Partner of UNDP</td>
<td>UNDP/PAPP</td>
</tr>
<tr>
<td>Brief Description of the Required Services</td>
<td>Professional services for designing and producing communication and visibility material for the Investment Programme for Resilience (IPR)</td>
</tr>
<tr>
<td>List and Description of Expected Outputs to be Delivered</td>
<td>Please refer to the ToR attached under Annex 2</td>
</tr>
<tr>
<td>Person to Supervise the Work/Performance of the Service Provider</td>
<td>UNDP assigned responsible officers</td>
</tr>
<tr>
<td>Frequency of Reporting</td>
<td>Please Refer to the TOR – Annex 2</td>
</tr>
<tr>
<td>Progress Reporting Requirements</td>
<td>To be agreed on with the UNDP responsible officers</td>
</tr>
</tbody>
</table>
| Location of work | ☒ Exact Address/es [pls. specify] East Jerusalem, West Bank and Gaza Strip
| Expected duration of work | Twelve (12) calendar months |
| Target start date | 15 March 2022 |
| Latest completion date | 14 March 2023 |

<table>
<thead>
<tr>
<th>Travels Expected</th>
<th>Destination/s</th>
<th>Estimated Duration</th>
<th>Brief Description of Purpose of the Travel</th>
<th>Target Date/s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Clearance from UN prior to travelling</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completion of UN’s Basic and Advanced Security Training</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comprehensive Travel Insurance</td>
<td>☒</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others [pls. specify]</td>
<td>☐</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Special Security Requirements | ☐ | | | |

| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | N/A |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | ☒ | Required |
| ☐ | Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | ☒ | Required |
| ☐ | Not Required |
| Currency of Proposal | ☒ United States Dollars | ☐ Euro |
| ☐ | Local Currency |
**United Nations Development Programme**
Programme of Assistance to the Palestinian People

**RFQ - PAL-0000163375**

| Value Added Tax on Price Proposal | ☐ must be inclusive of VAT and other applicable indirect taxes  
☒ must be exclusive of VAT and other applicable indirect taxes |
|-----------------------------------|---------------------------------------------------------------|

| Validity Period of Proposals (Counting for the last day of submission of quotes) | ☐ 60 days  
☐ 90 days  
☒ 120 days |
|--------------------------------------------------------------------------------|---------------------------------|
In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

| Partial Quotes | ☒ Not permitted  
☐ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)] |

**Payment Terms**

Please also refer to the ToR

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>%</th>
<th>Condition for Payment Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action plan and workplan</td>
<td>15 %</td>
<td>Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td>
</tr>
<tr>
<td>Social media coverage and photo / video-based stories</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>Supporting the visibility and communications during events</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Produce other communication and visibility material based on the agreed action plan</td>
<td>20%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment</th>
<th>UNDP assigned responsible officers</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of Contract to Be Signed</th>
<th>☒ Contract Face Sheet (Goods and-or Services)</th>
</tr>
</thead>
</table>

| Criteria for Contract Award | ☐ Lowest Price Quote among technically responsive offers  
☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  
☐ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. |

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1 UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.
**Technical Proposal Criteria for the Assessment of Proposal**

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation</th>
<th>Points obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder’s qualification, capacity, and experience</td>
<td>30</td>
</tr>
<tr>
<td>2. Proposed Approach and Implementation capabilities</td>
<td>40</td>
</tr>
<tr>
<td>3. Management Structure, Staffing plan and CVs</td>
<td>30</td>
</tr>
</tbody>
</table>

Evaluation of the technical proposals will be done prior to any price proposal being opened and compared. The financial proposal will be opened only for submissions that passed the minimum technical score (70%) in the evaluation of the technical proposals. The technical proposals are evaluated based on their responsiveness to the Terms of Reference (TOR). The evaluation form for the technical proposals follows. The obtainable number of points specified for each evaluation criterion indicates the relative significance of weight of the item in the overall evaluation process.

Technical Evaluation Criteria that will be used - Technical proposals will be evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>Points</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity and Expertise of Firm /Organization</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>1.1 General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>1.2 Relevance of specialized knowledge and experience on similar engagements. (Minimum 5 years’ experience in provision of similar services of the TOR, including completing at least 2 similar assignments during the last 5 years.) 10 points will be for relevance experience on similar engagement and 10 points will be for the quality of similar previous works as provided by 2 previous clients/references.</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Methodology, Approach and Implementation Plan including key milestones, organization and timetable</td>
<td>40</td>
<td></td>
</tr>
</tbody>
</table>
2.1 Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? 20

2.2 Description of the Offeror’s approach and methodology for meeting or exceeding the requirements of the Terms of Reference 20

Management Structure, Staffing plan and CVs 30

3.1 Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? 30

Total 100

Financial Proposal
The Financial proposal shall be against the list of expected deliverables outlined in "C and D – Annex 2 -TOR"

Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data should be disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.

DO NOT DISCLOSE YOUR PRICE IN THE LINE ITEMS. YOU MUST PUT PRICE AS 1 IN THE SYSTEM AND PROVIDE THE FINANCIAL PROPOSAL AS ENCRYPTED FILE.

UNDP will award the contract to:
☐ One and only one Service Provider who obtains the highest Total Combined Score on his/her Proposal (based on combined scoring method)

Annexes to this RFP
☐ Form for Submission of Proposal (Annex 3)
☐ General Terms and Conditions / Special Conditions (Annex 4)²
☐ Detailed TOR (Annex 2)
☐ Others

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.
**United Nations Development Programme**  
**Programme of Assistance to the Palestinian People**  
برنامج الأمم المتحدة الإنمائي/برنامج مساعدة الشعب الفلسطيني

**RFQ-PAL-0000163375**

| **Contact Person for Inquiries (Written inquiries only)** | **The Procurement Analyst**  
Proc10.papp@undp.org  
Tel: 08-2863364  
Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.  
Deadline to receive enquiries: **7 February 2022**  
Answers to received enquiries (if any), will be documented and sent to all invited bidders on **10 February 2022** |
|-------------------------------------------------------------|-------------------------------------------------------------|
| **Deadline to receive proposals** | **Proposals may be submitted on or before the date and time set in the UNDP e-Tendering system for this event/RFQ.**  
[https://etendering.partneragencies.org](https://etendering.partneragencies.org)  
Event ID: **0000011415**  
Dead line: **25 February 2022 5:00AM EST (12:00hr Jerusalem Time)** |

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3 This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.
Annex 2

Terms of Reference

Professional services for designing and producing communication and visibility material for the Investment Programme for Resilience (IPR)

A. General Information

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Investment Programme for Resilience (IPR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Title:</td>
<td>Communication and Visibility</td>
</tr>
<tr>
<td>Starting Date of Assignment:</td>
<td>15 March 2022</td>
</tr>
<tr>
<td>Duration of Assignment:</td>
<td>12 months</td>
</tr>
<tr>
<td>Assignment Locations:</td>
<td>West Bank, including East Jerusalem, and Gaza</td>
</tr>
</tbody>
</table>

B. Background and context

Introducing the Investment Programme for Resilience:

IPR is a comprehensive, inclusive, and integrated response to the needs of the most vulnerable/marginalized communities in Palestine. It is designed based on a sound analysis of the risks and problems posed by the COVID-19 crisis and its immediate implications. It is also based on the analysis of previously existing multisectoral development challenges in the Palestinian Territory. The Programme aims to reduce development gaps by addressing short term-immediate needs and medium to longer term priorities with the aim of enhancing access to sustainable and quality services and strengthening the resilience of marginalized communities. There is also a strong focus on the most vulnerable groups and communities including women, youth, and persons with disabilities.

Outcome 1 of IPR focuses on addressing short term-immediate needs by enhancing the preparedness and response capacity of the health system through (1) provision of medical equipment and supplies, (2) deployment of health personnel and workers in the West Bank, East Jerusalem, and Gaza, and (3) procurement and placement of medical waste treatment systems in health centers.

Outcome 2, the community resilience component of IPR seeks to address community needs through investments in community infrastructure and basic services. NGOs will be selected to rehabilitate, expand, or construct infrastructure projects that support socio-economic development, social cohesion and ultimately community resilience in East Jerusalem, Gaza and Area C. A strategic approach is adopted to reduce disparities and enhance community engagement and ownership (particularly women, youth, and people with disabilities), ensuring the medium to longer-term sustainability of the investment. IPR also contributes to creating short-term employment opportunities through construction/rehabilitation works and long-term sustainable jobs for the operation and management of the targeted facilities/new services provided. The goal is to enhance the resilience of communities in marginalized areas for socio-economic recovery through the rehabilitation and expansion of social and community infrastructure, and through strengthening social cohesion. Its multi-sectoral nature bridges immediate humanitarian response/recovery and medium to longer-term development support (HDP nexus).
The service provider will design social media content, infographics, develop videos and other communication products to strategically communicate the results achieved and provide visibility for all relevant stakeholders engaged in the IPR. The service provider will ensure that all materials produced are following UNDP’s branding and graphic guidelines.

C. Description of assignment

The purpose of this assignment is to promote the programme and its results among beneficiaries, stakeholders, development partners and a wider audience, thereby increasing the impact and visibility of the programme itself, while highlighting the results achieved and the partnership between UNDP as implementing partner and the Government of Germany, through KFW, as the donor agency.

D. Key Tasks and Deliverables:

- Work closely with the UNDP programme and communication teams to revise the communication and visibility action plan for the IPR programme.
- Produce three (3) 1.5-minute videos on the IPR programme, highlighting the resilience approach adopted and the results achieved/expected.
- One video relevant to the impact of the installment of medical equipment and one video relevant to the impact of medical waste systems on the health services provided to beneficiaries.
- Produce 10 photo-based stories (as per UNDP story guidelines) showcasing the impact of the programme on the lives of people, health workers, health facilities and health system in general.
- Produce 10 community-based stories (as per UNDP story guidelines) showcasing the early results of projects launched in West Bank, East Jerusalem, and Gaza.
- Support the visibility and communications during events (three events expected):
  - The production of visibility materials including (stickers, banners, leaflets, and other printed materials).
  - Photography and videography of programme events including the handover of medical equipment in Gaza, handover and installation of the medical waste systems and events relevant to community-based subprojects in the West Bank, Gaza, and East Jerusalem.
- Documenting the different community dialogues/discussions organized by the implementing partners (participatory approach) especially with relevance to outcome 2 of IPR.
- Support the design of social media campaigns with clear messages and unified hashtags.

4 The selected company will be asked to accompany the project team in field visits and activities to produce the coverage required.
United Nations Development Programme
Programme of Assistance to the Palestinian People

TV campaign: the production of PSA’s to be aired on TV; the PSA’s will have short clear messages in support of community resilience, community engagement, socio-economic recovery, and social cohesion, showing the success of the interventions applied in the targeted communities.

Deliverables

1. A revised action plan for the communication and visibility of the programme
2. Production of communication and visibility material for the scheduled events (three events expected)
3. Produce three 1.5 min videos
4. Produce two videos (2.20 minutes) demonstrating the impact of medical waste systems and health equipment.
5. Produce 10 photo-based stories for the health system component
6. Produce 10 community-based stories for the community resilience component of IPR.
7. Support the design of a social media campaign
8. Develop a TV campaign
9. Produce other communication and visibility material based on the agreed action plan

E. Duration

The contract will be effective from date of signing and will be in effect for 12 months.

F. Relevant experience of individuals who will be involved in completing the services

The staff providing the services must have experience in media and communications. Preferably direct experience relevant to media production and social media management. Relevance and quality of demonstrations will be valuable in determining fit for the communication outputs required.

G. Location of work

Work arrangements must cover locations in West Bank, including East Jerusalem, and Gaza.

H. Working Arrangements

The service provider will coordinate with UNDP and the selected NGOs to complete the deliverables in a timely manner.

The project staff will be conducting regular visits to various site locations. The company staff are expected to accompany the project staff to cover project activities and deliver main communications materials based on an agreed upon time schedule.
I. Requirements and competencies

- A registered company, with at least 5 years of experience working in the media production, visibility, communication material and event management field.
- Demonstrate ability to develop high quality, engaging media outputs. The company must be familiar with the latest trends in production and narration of high quality, engaging media.
- Have presence and access to West Bank including East Jerusalem and Gaza.
- Demonstrate event management, professional photography and graphic designing/illustrating skills, video conception, production and editing.
- Demonstrate the ability to narrate complex data in a visually compelling manner.
- Strong planning and organizational skills
- Previous experience with development agencies is desirable

J. Language Requirements

All communication materials will be developed and disseminated in both Arabic and English, and taking into consideration disability inclusive/ accessibility features in video productions. The service provider may be asked to provide translation services for certain content.

K. Deliverables and proposed payment schedule

<table>
<thead>
<tr>
<th>#</th>
<th>Specific deliverables</th>
<th>Deliverable timeframe</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Action plan and workplan</td>
<td>Two weeks after signing the contract</td>
<td>15%</td>
</tr>
<tr>
<td>2</td>
<td>Social media coverage and photo/video-based stories</td>
<td>At least one product on a bi-weekly basis and as per programme workplan</td>
<td>40%</td>
</tr>
</tbody>
</table>

- Produce three 1.5 min videos
- Produce 10 photo-based stories for the health system component demonstrating the stories of health workers hired and the impact on fighting Covid-19.
- Produce 10 community-based stories for the community resilience component demonstrating the results achieved by sub projects launched in East Jerusalem, Gaza and Area C on their respective communities.
- Produce two videos demonstrating the impact of medical waste systems and health equipment.
| 3 | **Supporting the visibility and communications during events: (Three events expected):**  

- The production of visibility materials (stickers, banners, leaflets, and printed materials) relevant to visibility events the programme may hold.  
- Photography and videography of programme events. Events for handing over medical equipment and providing medical waste systems or events relevant to community-based subprojects in Gaza and East Jerusalem. | Coverage of a minimum of 5 events that may occur during the contract cycle. | 25% |

| 4 | **Produce other communication and visibility material based on the agreed action plan, such as:**  

- Support the design of a social media campaign  
- Develop a TV campaign | 4th Quarter of 2022 and 1st Quarter of 2023 | 20% |
To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

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

A. Qualifications of the Service Provider, capacity and expertise

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

a) Letter of confirmation of interest and availability
b) Business registration certificate
c) List of similar work assignments conducted in the past 5 years.
d) 3-7 examples of relevant work (design/video) developed by the service provider
e) Profiles of the team members that will be working on this assignment
f) Power of Attorney;
g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology, Approach and Implementation Plan for the Completion of Services

Methodology: How the partner intends to manage and implement the assignment and what further communications/media suggestions might the partner suggest.

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

6 Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes
Management Structure, Staffing plan and CVs of Key Personnel

The Service Provider must provide:

a) Description of overall management approach toward planning and implementation of the assignment. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

b) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;

c) CVs demonstrating qualifications and experiences of key personnel; and

d) Written confirmation from each personnel that they are available for the entire duration of the contract.

[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
Annex 4

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

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

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

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

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

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the UNDP;

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

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

9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this 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. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the 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 the 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, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 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, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.

11.3 At the request of the 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 the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 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 the UNDP, shall be made available for use or inspection by the 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.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and 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:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 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,

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

13.2 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 13, the Recipient may disclose Information to:

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

13.2.2 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 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:

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

13.2.2.2 any entity over which the Party exercises effective managerial control; or,
13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 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 the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 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.

13.6 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the 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.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 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 16.1, 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 of Protection") and Article 32 ("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.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.