REQUEST FOR QUOTATION (RFQ)

RFQ Reference: UNDP-TUR-RFQ(SILA)-2022-108  Date: 24 August 2022

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: Schedule of Requirements (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.

Please also note that “Support to the Improvement of Legal Aid Practices for Access to Justice for All in Turkey Phase II Project” has recently been extended until 31 May 2023. Currently, the Budget for the extension period is in the process of being approved by the Donor. The subject RFQ shall be considered as contingent upon approval of the Budget, and no Contract resulting from this RFQ will be signed until the Budget is approved by the Donor. UNDP reserves the right to cancel the RFQ at any stage.

Thank you and we look forward to receiving your quotations.

UNDP Turkiye Country Office

HLCM-PN/UNDP RFQ – October 2020 1
## SECTION 2: RFQ INSTRUCTIONS AND DATA

### Introduction

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.

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.

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.

### Deadline for the Submission of Quotation

Deadline for submission of Quotations is indicated in the eTendering System. Note that system time zone is in EST/EDT (New York) time zone.

If any doubt exists as to the time zone in which the quotation should be submitted, refer to [http://www.timeanddate.com/worldclock/](http://www.timeanddate.com/worldclock/).

### Method of Submission

Quotations must be submitted as follows:

- ☒ eTendering
- ☐ Dedicated Email Address
- ☐ Courier / Hand delivery
- ☐ Other Click or tap here to enter text.

[For eTendering method, click the link [https://etendering.partneragencies.org](https://etendering.partneragencies.org) and insert Event ID information]

- BU Code: TUR10  
  Event ID: RFQ-22-108

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/](http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/)

### Cost of preparation of quotation

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.

### Supplier Code of Conduct, Fraud, Corruption,

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 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](https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct)

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#antifraud](http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#antifraud)

### Gifts and Hospitality

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>| <strong>Conflict of Interest</strong> | 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. 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. 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. |
| <strong>General Conditions of Contract</strong> | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the General Conditions of Contract Select the applicable GTC: ☒ General Terms and Conditions / Special Conditions for Contract ☐ General Terms and Conditions for de minimis contracts (services only, less than $50,000) ☐ General Terms and Conditions for Works Applicable Terms and Conditions and other provisions are available at UNDP/How-we-buy |
| <strong>Special Conditions of Contract</strong> | ☐ Cancellation of PO/Contract if the delivery/completion is delayed by [indicate number of days] ☐ Others [pls. specify] |
| <strong>Eligibility</strong> | 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. It is the Bidder’s responsibility to ensure that its employees, joint venture members, subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. Bidders must have the legal capacity to enter a binding contract with UNDP and to deliver in the country, or through an authorized representative. Bidders shall be legally established as a single entity or a real person. Bidders shall be legally established within or before 2017. Bidders shall have experience (projects) in developing at least 2 distance training management systems, oriented at adults with different socio-economic and education backgrounds, in the last 5 years (starting from 1 January 2017), with a value of at least USD 40,000 each and summing up to a total value of at least USD 200,000. Bidders shall be experienced in providing digital trainings with different e-learning materials under at least 2 projects in the last 5 years (starting from 1 January 2017). Bidders shall have designed and provided hybrid-learning trainings for large groups of participants (10,000 or more) under at least 1 project in the last 5 years (starting from 1 January 2017). 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 Turkiye or by relevant laws of the country in which they operate. |</p>
<table>
<thead>
<tr>
<th><strong>Currency of Quotation</strong></th>
<th>Quotations shall be quoted in United States Dollars (USD)</th>
</tr>
</thead>
</table>
| **Currency of Payment**  | If the Contractor is registered and operating in Turkiye, the payment shall be affected in Turkish Liras (TRY).  
Payment amount will be converted from United States Dollar (USD) to Turkish Liras (TRY) by the UN Operational Rate of Exchange valid on the date of UNDP’s official written acceptance of the respective services, when the Contractor shall issue the invoice to UNDP. If the Contractor is registered and operating in a country different than Turkiye, the payment shall be affected in United States Dollars.  
UN Operational Rates of Exchange can be accessed through: [https://treasury.un.org/operationalrates/OperationalRates.php](https://treasury.un.org/operationalrates/OperationalRates.php)  
Payment will only be made upon UNDP’s acceptance of the delivered services. The terms of payment shall be within thirty (30) days after receipt of invoice and certification of acceptance of services issued by the proper authority in UNDP with direct supervision of the Contractor. |
| **Joint Venture, Consortium or Association** | Joint Ventures, Consortiums or Associations will not be eligible for this Tender. |
| **Only one Bid** | The Bidder shall submit only one Bid, in its own name.  
Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  
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  
c) they have the same legal representative for purposes of this RFQ; or  
d) 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;  
e) 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  
f) 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** | 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:  
All prices must:  
☐ be inclusive of VAT and other applicable indirect taxes  
☒ be exclusive of VAT and other applicable indirect taxes  
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 Turkiye) and/or to review and confirm published procedures and to consult with a certified public accountant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.  
UNDP will provide a VAT Exemption Certificate to the successful Bidder, following Contract Signature. |
<p>| <strong>Language of quotation</strong> | English. |</p>
<table>
<thead>
<tr>
<th>Documents to be submitted</th>
<th>Bidders shall include the following documents in their quotation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Annex 2: Quotation Submission Form duly completed and signed</td>
<td></td>
</tr>
<tr>
<td>☒ Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Terms of Reference in Annex 1</td>
<td></td>
</tr>
<tr>
<td>☒ Company Profile</td>
<td></td>
</tr>
<tr>
<td>☒ Registration certificate</td>
<td></td>
</tr>
<tr>
<td>☒ Trade Registry Gazette demonstrating the establishment of the Bidder</td>
<td></td>
</tr>
<tr>
<td>☒ 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.]</td>
<td></td>
</tr>
<tr>
<td>☒ 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.]</td>
<td></td>
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<tr>
<td>☒ Tax Registration certificate</td>
<td></td>
</tr>
<tr>
<td>☒ At least 2 letters of recommendation / work completion certificates / work experience certificates that demonstrate similar assignments completed in the last 5 years (starting from 1 January 2017)</td>
<td></td>
</tr>
<tr>
<td>☒ CVs of the proposed Key Personnel</td>
<td></td>
</tr>
<tr>
<td>☒ Workplan for the Experts</td>
<td></td>
</tr>
<tr>
<td>☒ Workplan for Content Production</td>
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</tbody>
</table>

Bidders shall ensure that the documents submitted regarding the quotation are signed by the authorised person(s)

<table>
<thead>
<tr>
<th>Quotation validity period</th>
<th>Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.</th>
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</table>

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<tr>
<th>Price variation</th>
<th>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.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Partial Quotes</th>
<th>☒ Not permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Permitted</td>
<td>Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Alternative Quotes</th>
<th>☒ Not permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Permitted</td>
<td>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 based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as “Main Quote” and “Alternative Quote”</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Payment Terms</th>
<th>☒ 100% within 30 days after receipt of respective services (as detailed within the Terms of Reference) and submission of payment documentation.</th>
</tr>
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<tbody>
<tr>
<td>☐ Other</td>
<td>Click or tap here to enter text.</td>
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<table>
<thead>
<tr>
<th>Conditions for Release of Payment</th>
<th>☐ Passing Inspection and Complete Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Passing all Testing [specify standard, if possible]</td>
<td></td>
</tr>
<tr>
<td>☐ Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible]</td>
<td></td>
</tr>
<tr>
<td>☒ Written Acceptance of Services, based on full compliance with RFQ requirements</td>
<td></td>
</tr>
<tr>
<td>☐ Others [pls. specify]</td>
<td></td>
</tr>
<tr>
<td><strong>Contact Person for correspondence, notifications and clarifications</strong></td>
<td>E-mail address: <a href="mailto:tr.procurement@undp.org">tr.procurement@undp.org</a></td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Attention:</strong> Any delay in UNDP’s response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Bidders. Bidders are kindly requested to indicate the reference of the RFQ in the subject line of the e-mail.</td>
<td></td>
</tr>
<tr>
<td><strong>Clarifications</strong></td>
<td>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 here to enter text].</td>
</tr>
<tr>
<td><strong>Evaluation method</strong></td>
<td>☒ The Contract or Purchase Order will be awarded to the lowest price substantially compliant offer</td>
</tr>
<tr>
<td></td>
<td>☐ Other [click here to enter text].</td>
</tr>
<tr>
<td><strong>Evaluation criteria</strong></td>
<td>☒ Full compliance with all requirements as specified in Annex 1</td>
</tr>
<tr>
<td></td>
<td>☒ Full acceptance of the General Conditions of Contract</td>
</tr>
<tr>
<td></td>
<td>☐ Comprehensiveness of after-sales services</td>
</tr>
<tr>
<td></td>
<td>☐ Earliest Delivery /shortest lead time</td>
</tr>
<tr>
<td></td>
<td>☐ Others [click here to enter text].</td>
</tr>
<tr>
<td><strong>Right not to accept any quotation</strong></td>
<td>UNDP is not bound to accept any quotation, nor award a contract or Purchase Order</td>
</tr>
<tr>
<td><strong>Right to vary requirement at time of award</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Type of Contract to be awarded</strong></td>
<td>☐ Purchase Order</td>
</tr>
<tr>
<td></td>
<td>☒ Contract Face Sheet (goods and/or services) (this template is also utilised for Long-Term Agreement)</td>
</tr>
<tr>
<td></td>
<td>☐ Contract for Works</td>
</tr>
<tr>
<td></td>
<td>☐ Other Type/s of Contract [pls. specify]</td>
</tr>
<tr>
<td><strong>Expected date for Contract Award</strong></td>
<td>26 September 2022</td>
</tr>
<tr>
<td><strong>Publication of Contract Award</strong></td>
<td>UNDP will publish the contract awards valued at USD 100,000 and more on the websites of the CO and the corporate UNDP Website.</td>
</tr>
<tr>
<td><strong>Policies and procedures</strong></td>
<td>This RFQ is conducted in accordance with UNDP Programme and Operations Policies and Procedures</td>
</tr>
<tr>
<td><strong>UNGM registration</strong></td>
<td>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 <a href="http://www.ungm.org">www.ungm.org</a>. 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.</td>
</tr>
</tbody>
</table>
ANNEX 1: SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE
FOR
PREPARING AND PUBLISHING DISTANCE LEARNING CONTENT
WITHIN THE SCOPE OF
SUPPORT TO THE IMPROVEMENT OF LEGAL AID PRACTICES FOR ACCESS TO JUSTICE FOR ALL IN TURKEY PHASE II PROJECT

1. BACKGROUND

Turkiye’s efforts to improve access to justice for all have been given impetus since 2000 and providing better functioning legal aid system has been seen an important means for attaining that goal. Looking at all national level plans and programs, it is all visible that more systematic, accessible, well-known and institutionalized legal aid system which also gives priority to create responsive systems to disadvantaged groups is given special importance. In parallel to this framework, lawyers and Bar Associations have been dedicated to the provision of legal aid services and better assistance for disadvantaged groups. Further Ministry of Justice took important steps via its Department of Victims’ Rights. However, despite the initiatives for improvement of the legal aid services in Turkiye, it is addressed by both EU Progress Reports, as well as international and national analysis that legal aid system in Turkiye needs to be further supported and improved in terms of its procedures, quality and impacts on citizens together with the coordination among all actors involved and further improvement of quality of legal-aid services provided by lawyers.

By considering all these circumstances and based on the achievements and results of the “Support to the Improvement of Legal Aid Practices for Access to Justice for All in Turkey Phase I”, this Project aims to develop more coordinated, qualified and systematic approach into legal aid practices in Turkiye and build awareness on the operationalization of performance management tools and mechanisms to enhance the efforts to ease access to justice. This will be achieved through developing mechanisms towards gaps for better coordination and improving networks among legal aid service providers (Union of Turkish Bar Associations, Bar Associations and lawyers), women NGOs and civil society, as well as increased capacity of lawyers through an online training. With the aim to develop a systematic and structured approach, the Project will implement pilot practices for specialized legal aid services towards gender-based violence victims. The Project will also address the implementation of the policy recommendations for improved legal aid services generated in Phase I and will further support the institutional needs of Bar Associations through the dissemination of performance criteria and evaluation mechanisms that are introduced to ensure an effective, coordinated and monitored legal aid system in Turkiye.

The Second Phase focuses on institutional and individual level capacity enhancement activities for Union of Bar Associations of Turkiye, Local Bar Associations and lawyers practicing legal aid as well as enhanced cooperation and coordination with NGOs and civil society organizations. Recalling from the experiences and findings of Phase I, Phase II of the Project will implement...
pilot practices for specialized legal aid services towards gender-based violence victims, especially women. Through the evaluation of Poppy Project practices and development of a more consolidated and structured system of legal aid provision, more citizens will have access to legal aid services. The project aims to achieve the following results for enhancing the efficiency of the legal aid system in Turkiye:

➢ **Result I: COORDINATION**

*Output:* Enhanced coordination between women NGOs, civil society organizations, public bodies, lawyers and bar associations to improve the legal aid system in Turkiye.

➢ **Result II: SYSTEM DEVELOPMENT**

*Output:* Development of a systematic and structured approach for legal aid services via implementing and further improving best practices in pilot Bar Associations: Poppy Project Practices

➢ **Result III: CAPACITY DEVELOPMENT**

*Output:* Enhanced capacities of lawyers practicing legal aid through a tailor-made training programme

➢ **Result IV: AWARENESS RAISING**

*Output:* Awareness rising among bar associations in Turkiye on the performance criteria and evaluation mechanism for legal aid services and automation system for appointment of CCP lawyers

Within the framework of Output 3 (Enhanced capacities of lawyers practicing legal aid through a tailor-made training programme), a distance learning content will be prepared and published through distance learning system to achieve the goal of supporting the training needs of lawyers for legal aid practices, as well as targeting the specific training needs via tailor-made distance learning modules.

2. **GOAL AND EXPECTED RESULTS**

2.1. **Goal:** Providing guidance for preparation of training content under 5 themes to be determined by the Union of Turkish Bar Associations (UTBA); designing and getting ready for production of the e-learning environment, along with the content and the learning materials to be used in that environment; depending on the material prepared, developing and organising the content in a format that is suitable for the distance learning system; designing the distance learning portal system where the content will be published for the access of UTBA users and delivering it to UTBA.
2.2. **Expected Results:** Design, development, testing and, after the necessary readjustments subject to UNDP’s and UTBA’s approval, delivery of the above-mentioned tools in a functional state; operation of the distance learning system by the Contractor from the date to be set by UNDP in consultation with UTBA; provision of technical-functional support throughout the process and reporting of all stages.

3. **DESCRIPTION AND NATURE OF THE SERVICES TO BE PROVIDED**

3.1. **Description of the Services to be Provided:** The Contractor is expected to design, develop, test and, after the necessary readjustments subject to UNDP’s and UTBA’s approval, deliver in a functional state the training content under the 5 themes identified in accordance with the needs of the target audience; it is further expected to operate the distance learning system and provide technical and functional support over the course of the process.

The materials produced must include multimedia content, assessment and evaluation materials, and guides which may be utilised by trainers. With the help of the materials to be produced, it will be possible for these courses to be taught in a distance learning setting and, if necessary, be used to support face-to-face courses or as online learning activities within a Blended Learning setting. The e-learning materials produced with regards to UTBA’s domain (multimedia content, evaluation and assessment materials and basic material) will be prepared in Turkish.

3.2. **Nature of the Services to be Provided:** Preparation of an Integrated Training Management System for the 5 themes to be identified by UTBA in the study to be conducted. Provision of teaching material development trainings for persons who will be preparing the content regarding the themes. It consists of steps such as Development of E-learning Content and guiding the education during Pilot Trainings. The scope of each process within the Assignment are specified below:

3.2.1. **Integrated Training Management System:** It is seen as a necessary requirement to enable management of all processes of participants from different cities, and to develop and prepare - in conformity with internationally-recognised standards - a different model at the processes related to the design and operation of personal information management, support systems, and learning management system. In this scope, UTBA aims to switch to a new system under the name of Integrated Training Management System (TMS) as a holistic model. The Training Management System in question should include: Portal infrastructure, Learning Management System (LMS), User Support System (USS), Content Management System (CMS), e-Learning Content, Analytics System, Personalised Learning Path Infrastructure and Automated Certification Infrastructure.

3.2.1.1. **Portal Infrastructure:** Within the scope of the Assignment, there should be a dedicated webpage to host the news, stories, announcements, training notices, projects and publicity to be published by UTBA for the users. This webpage will be a general welcome area which is also going to include the link...
field to access the learning management system. Furthermore, the Portal infrastructure must be able to:

3.2.1.1.1. offer user-specific interfaces according to the data coming from UTBA’s User Information System;
3.2.1.1.2. offer announcement, survey, projects, news menus with administrator authorisations to add/edit/delete/activate/deactivate;
3.2.1.1.3. enable adding content via rich text editors that are capable of containing multimedia elements;
3.2.1.1.4. enable attaching sub-pages that will provide direct links to systems such as LMS and USS;
3.2.1.1.5. enable editing menus that contain the corporate identity.

3.2.1.2. **Learning Management System:** This is going to be the most important component of the training management system to be developed. All the e-learning content to be developed as special courses will have a design that contains a trainer module as well as other modules. Under the learning management system, each module will have an introduction, content (basic content, videos, learning objects) and exercise (tests) elements. The content will be lined up for a personalised progress ability according to the readiness of the respective person. The user types of the learning management system will be identified in cooperation with UTBA and it will be structured in a manner that will enable different roles to view different fields. Furthermore, the Learning Management System (LMS) needs to be able to:

3.2.1.2.1. feed directly from the data coming from the user information system and present a user-specific interface according to the role structure;
3.2.1.2.2. be accessible directly from within the TMS;
3.2.1.2.3. enable designing courses that are suitable for educationally blended structure and detailed reporting of course design processes for UTBA;
3.2.1.2.4. enable detailed reporting of how content, contact, evaluation and management layers are constructed from an educational aspect to UTBA;
3.2.1.2.5. allow for asynchronous online teaching and collaboration;
3.2.1.2.6. enable creating user groups;
3.2.1.2.7. have internationally-recognised standards and provide course outcomes that are compatible with other LMS systems in case of a possible switch to a different system if necessary;
3.2.1.2.8. be arranged as an LTI (Learning Tools Interoperability) provider and empowerRedirecting users from different environments to the LMS without any need for user registration thanks to its LTI provider feature;
3.2.1.2.9. support all the AICC, SCORM 1.2 and SCORM 2004 standards;
3.2.1.2.10. enable the use of text, visual, audio, audio-visual and interactive material for the content layer;
3.2.1.2.11. enable uploading all content types regardless of the file extension;
3.2.1.2.12. facilitate formal and informal peer collaboration;
3.2.1.2.13. enable content creation and distribution via the Web 2.0 interface;
3.2.1.2.14. have universal design principles, so as to offer accessibility for visually impaired individuals;
3.2.1.2.15. empower an individualised learning experience;
3.2.1.2.16. support interactive and collaborative learning with such tools as discussion forums assembled on a single platform;
3.2.1.2.17. accommodate group types on the platform, to which the users may sign up for on their own, the trainer may add students into, or are generated randomly;
3.2.1.2.18. offer a possibility of social learning with customisable spaces which may be created for group activities;
3.2.1.2.19. support the following question types: Multiple-choice - one answer, Multiple-choice - multiple answers, Matching, Fill in the blank, Calculation, Open-ended, Article / Essay, Sorting/listing, True-false, Questions containing visual and audio, Survey Likert scale type;
3.2.1.2.20. enable creating a question bank in the system;
3.2.1.2.21. enable creating a question pool, equivalent questions, and presenting questions and/or answers randomly from the pool;
3.2.1.2.22. enable determining the weight of each question;
3.2.1.2.23. enable automatic grading of objective question types;
3.2.1.2.24. enable on-site and online evaluation and grading of written answers on the learning management platform and, when necessary, creation of rubrics for evaluation and allow for rubric assessment;
3.2.1.2.25. enable obtaining reports on learning activities in various forms including tables, graphics, lists, etc.;
3.2.1.2.26. support access to the system with 100% compatibility through browsers such as Internet Explorer 9 and higher, Firefox 20 and higher, Safari 5 and higher, and Google Chrome 12.0 and higher;
3.2.1.2.27. be capable of showing gamification elements in accordance with UTBA’s needs and presenting them to the user;
3.2.1.2.28. offer an interface that is adaptable to the device and screen resolution preferred by the user;
3.2.1.2.29. transform into an adaptive structure so that each user can access the content according to their own level and pace;
3.2.1.2.30. enable creating announcements on an institutional or course-basis;
3.2.1.2.31. facilitate transmission of such announcements to their recipients by way of notifications on the learning management platform and via e-mail;
3.2.1.2.32. have a two-way communication design at the communication layer and be shaped in accordance with UTBA’s request in connection with the feedback mechanism support system;
3.2.1.2.33. enable sending messages specific to a person, group, user, course or institution;
3.2.1.2.34. enable evaluation and grading of tests, exams, homework/assignments by trainers;
3.2.1.2.35. enable trainers to monitor in real-time the grades, success, activities and interactions of the users in their course;
3.2.1.2.36. enable trainers and users to generate their personal academic calendars;
3.2.1.2.37. enable, with the HTML5 technology, creating texts using preferred type font, size, colour and design on the rich text editors and sharing them with the users;
3.2.1.2.38. generate reports for each course with regards to the situation of the users in that course, their interactions and activities within the course, how many times a content was viewed and by whom, and the length of time spent by users in the course;
3.2.1.2.39. offer the developing infrastructure necessary for trainers to develop their own special reports;
3.2.1.2.40. enable copying, archiving, versioning, multi-uploading and authorising content via a central content management system;
3.2.1.2.41. enable trainers to use a shared folder structure, so as to simply add course content into a folder on their own computer without needing to log into the learning management platform and have it automatically uploaded to the learning management platform;
3.2.1.2.42. enable trainers to switch to learner mode after creating course content, in order to be able to preview how the beneficiaries will see that content.

3.2.2. **User Support System:** This is the system that will be used in addressing the support needs of all the stakeholders who will take part in the training management system (i.e. trainer, training assistant, moderator, coordinator, content supervisor, learner, etc.). Queries for information and the requests for support to be raised by users at system or content levels or technical issues are expected to be fulfilled over this system. The User Support System has to work in integration with the Training Management System. Furthermore, the User Support System (USS) needs to be able to:

3.2.2.1. allow for special moderation;
3.2.2.2. enable redirecting a support request on the basis of three difficulty and urgency levels (easy, moderate, hard; and level one “urgent-solution within 2 hours”, level two “moderately urgent-solution within 12 hours”, level three “not urgent-solution within 24 hours”);
3.2.2.3. enable UTBA to create as many categories as it wishes on the USS and to intervene in moderator control;
3.2.2.4. facilitate opening support requests on the same platform without going to a different medium on the TMS;
3.2.2.5. enable the tracking of users’ support requests on the TMS and via e-mail;
3.2.2.6. alert moderators at equal time intervals over the user support system in accordance with the difficulty and urgency levels of the support request.

3.2.3. **Content Management System:** This is going to be one of the fundamental components connected to the learning management system. This component will provide for the tracking and coordination of the content that have been developed
within the scope of the course. It needs to have a special management panel and it must be usable at all processes ranging from version control of the content to error tracking and update phases.

3.2.4. Analytics System: There will be a reporting system in the Training Management System according to the level of each user. This reporting system should generate graphic demonstrations based on the encrypted and masked data it obtains from the learning management system and it should be able to work independently from the LMS. The unit manager should be able to obtain reports on the processes affiliated to the unit he/she oversees at the maximum level while the course manager should be able to access the reports on the development of the users enrolled in his/her course and the pursuit of the course. Moreover, the participants who are receiving the training should be able to access their progress reports through this field.

3.2.5. Personalised Learning Path Infrastructure: What is expected is the design of learning fragments designed in line with the sub-goals which may be integrated into the LMS in the context of activities and, in this connection, the design of personalised learning path scenarios; and their integration into the integrated training management system within the context of the following categories:

3.2.5.1. Developing learning path scenarios which will enable the emergence of personalised learning paths, and adding them to the LMS;
3.2.5.2. Designing flowcharts for the automatic feedback system, developing the system and adding to the LMS;
3.2.5.3. Designing flowcharts for the automatic certification system, developing the system and adding to the LMS.

3.3. Training of Content Writers: The Contractor must organise trainings within the auspices of UTBA over the course of the Assignment so that technical, academic and administrative phases can be conducted in cooperation with the institution and that the institution can have the knowledge necessary for the later stages. It will be UNDP’s and UTBA’s decision to conduct the trainings in a face-to-face or remote setting. The first of these trainings needs to be the training of content writers. This training should address subjects such as the training management system, course design, content writing, switching to remote and blended modes of education, assessment and evaluation, learner tracking, and motivation. UTBA also expects, over the course of the Contract term, workshops to be organised when needed for writers, for managers, and in relation to technical needs.

3.4. Development of Content by Content Writers: Content development will be performed by writers to be designated by UTBA. Writers are expected to produce at least 20-25 pages (A4) of content for each module during the content development process. After the content created in a modular structure is transmitted to the Contractor, the next step will be the production of e-learning materials. The final draft of the e-learning material to be produced by the Contractor will be completed upon the writers’, UTBA’s and UNDP’s approval.
3.5. Development of e-Learning Content: Creation of e-learning content is planned for areas to be identified by UTBA. The content should be offered in a structured way and modular approach over the learning management system and the first of these modules has to be the orientation module that will guide the users. Thanks to this module, users will have adhered to the follow-up stages of the process. In order to meet this expectation, particular weight should be given to the basic e-learning material, lecture videos, interactive course material (learning objects) and evaluation and assessment tools when preparing the content. All content must be prepared in Turkish and in line with the universal principles of design.

All content must be designed in small parts that satisfy a learning objective. These parts should be able to come together in varying forms depending on the readiness of the user. All production with respect to the 5 fundamental fields determined by UTBA has to be carried out in compliance with the visibility rules and guidelines of UNDP, SIDA and UTBA, as applicable. Around 8 to 14 modules need to be produced for each field. These productions must be done in adherence with the basic e-learning material to be created by writers who are experts in their fields. The outcomes must be delivered to UTBA electronically.

3.5.1. Basic e-Learning Material: The writers of modules to be identified according to UTBA’s areas of activity should create raw content in conformity with a special teaching design approach (suitable to self-operate). Then, the basic material needs to be composed and prepared in PDF, ePUB and HTML5 formats. Each section is envisaged to have a size of between 20 and 25 pages (A4). Sections’ content should also be available for use in parts, in accordance with the learning objectives. Scenarios must be generated for each module after the basic e-learning material has been developed and, based on those scenarios;

3.5.1.1. Trainer Guides must be created. The trainer guides must be designed in the form of display books which will be used in courses depending on the relevant module content.

3.5.1.2. Lecture Videos must be prepared. Lecture videos must be prepared in two or three parts, each part being around 10-12 minutes in duration, within the scope of the scenario generated on the basis of the basic material. These videos must contain all the dimensions of the subject and be filmed professionally in studios with a presenter, additional animation and text. These videos that include all the content should also be available for use in parts, in accordance with the learning objectives. Furthermore, a question-based interaction factor needs to be added on the videos, thereby enabling the real-time tracking of whether the learning has been achieved by means of asking questions to the learner in the context of the video content or not. Depending on whether the learner’s answer is correct or not, the learner must be recommended to re-view the sequence concerning that question or, if deemed unnecessary, be able to resume the video. Besides the interactive video under the learner’s control, it must also be possible to watch the same video in a non-interactive manner. These videos must be able to run
independently from the platform. Below are the conditions regarding the filming and editing of video materials:

3.5.1.2.1. Productions must be supported with text, image, moving picture, sound and animation elements within the durations necessary for the content.
3.5.1.2.2. Productions must be planned after script is approved by UTBA.
3.5.1.2.3. Productions must be done by using equipment the Contractor already has or procures. The Contractor will not be entitled to any additional payment as a result of costs to arise whilst procuring this equipment.
3.5.1.2.4. Filming must be done with sound and, where necessary, using lights; in appropriate places, professional or, depending on the situation, real sounds must be used in the video.
3.5.1.2.5. Productions must be presented to UTBA, after being edited on the basis of the script which has been shared in accordance with the predetermined schedule.
3.5.1.2.6. Video montage must be performed digitally with computerised systems by the Contractor.
3.5.1.2.7. Videos must be prepared in the MPEG format.
3.5.1.2.8. Videos must have at least 720p (1280x720 pixels) resolution.
3.5.1.2.9. Videos must have audio-to-video synchronisation.
3.5.1.2.10. If sound is used in the video, it must be clear and audible, without background noise.
3.5.1.2.11. The metadata must contain the full video transcription or a summary.
3.5.1.2.12. UTBA and/or UNDP may request revisions on filmed videos when necessary. These requests must be fulfilled by the Contractor during the revision. After receiving the revised version, UTBA and/or UNDP will examine it within a week at the latest and may request revisions once again, on issues that have not been addressed as requested in the previous revision.

3.5.1.3. **Interactive Course Materials must be created.** Within the scope of the services to be provided, there must be cyclical interactive materials in which progress may be achieved under the user’s control. These learning objects that include all the content should also be available for use in parts, in accordance with the learning objectives. The interactive course material to be produced on the basis of the basic course material must satisfy the following conditions:

3.5.1.3.1. Attention must be paid to ensure that it enables progressing in the content, using evaluation and assessment tools depending on the content, reading the content in text format or listening to it in audio format where appropriate; and that it contains basic educational games if deemed necessary.
3.5.1.3.2. Approximately 40-screen-long designs must be created for each section.
3.5.1.3.3. They must be used as elements where participants can exercise and apply the subject and receive feedback.
3.5.1.3.4. Use should be made of the video elements of interactive applications or the interactions to be organised in HTML5.
3.5.1.3.5. The choice of resolution must provide a clear view and prevent loss of fine details.
3.5.1.3.6. UTBA and/or UNDP may request revisions on filmed videos when necessary. These requests must be fulfilled by the Contractor during the revision. After receiving the revised version, UTBA and/or UNDP will examine it within a week at the latest and may request revisions once again, on issues that have not been addressed as requested in the previous revision.

3.5.1.4. Evaluation Tools must be designed. In accordance with UTBA’s areas of activity, 30 multiple-choice questions will be prepared for each section. These questions will be written in line with the relevant section’s objectives. A certain number (15) of the questions will be added as tests that will give the learners an opportunity to try themselves within the application. The rest will be used to discover the readiness of the learners, so as to be able to create a personalised learning path.

3.6. Pilot Trainings and Content Improvement Process: After the training content on all the 5 themes have been developed, a set of pilot trainings needs to be held with a limited number of participants chosen by UTBA. The training content will be updated/improved by the Contractor in cases where it is deemed necessary by UNDP or UTBA, as a result of the feedback to be collected at those trainings.

3.7. Process of Roll-out of the Trainings: At the end of the content improvements to be made following pilot trainings, the content prepared under the 5 themes will be rolled out for the use of the target audience to be determined by UTBA. At this stage, the Contractor will provide the monitoring of the system, as well as technical and functional support.

4. QUALIFICATIONS OF THE ASSIGNMENT TEAM

The Contractor is expected to bear the qualifications and prepare the documents indicated below.

4.1. Assignment Team: The Contractor must have experts who are competent in their fields for managing the Assignment, editing and designing the documents and the content to be prepared under the Assignment, along with controlling the multimedia elements to be produced. In this context, the personnel to be assigned for the course of the Contract must include members in the roles listed in the following sub-paragraphs. The Contractor must
be able to document the work when so requested by UNDP, to show that the declared services are being performed.

The Contractor undertakes to assign at least 3 senior experts (one of whom being the Team Leader), 2 technical experts, and 8 experts to work within the scope of the subject Assignment over its course. The minimum qualifications sought in the Assignment Team are indicated below:

I. Senior Expert - Team Leader and Distance Learning Expert
   — Bachelor’s Degree in educational or social sciences. A Ph.D. Degree in educational or social sciences will be considered as an asset;
   — Has at least 15 years of experience in training and project management;
   — Has at least 10 years of experience in project execution in international institutions and organisations;
   — Has experience in working with adults;
   — Has experience in hybrid/mixed education and online education projects as an executive;
   — Has experience in subjects such as learner profiles, academic achievement and the effect of guidance systems in learning management systems;
   — Has experience in material design with the assistance of learning analytics in the field of distance learning;
   — Proficient in English (writing and speaking);
   — Proficient in Turkish (writing and speaking);
   — Proficient in computer knowledge and reporting skills.

II. Senior Expert - Education and Evaluation and Assessment Expert
   — Bachelor’s Degree in educational or social sciences. A Ph.D. Degree in educational or social sciences will be considered as an asset;
   — Has at least 5 years of experience in the Design and Management of Distance Learning;
   — Has at least 5 years of experience in project execution in international institutions and organisations;
   — Has experience in material design with the assistance of learning analytics in the field of distance learning;
   — Has experience in transforming learning processes into the online setting;
   — Has experience in designing the learning process in various Learning Management Systems;
   — Has experience in the design and management of monitoring and evaluation processes in Learning Management Systems;
   — Has experience in designing evaluation tools of Distance Learning Programmes;
   — Has experience in guidance/counselling in online and electronic environments;
   — Proficient in English (writing and speaking);
   — Proficient in Turkish (writing and speaking);
   — Proficient in computer knowledge and reporting skills.
III. Senior Expert - Online Learning Processes Expert
— Bachelor’s Degree in educational or social sciences. A Ph.D. Degree in educational or social sciences will be considered as an asset;
— Has expertise in e-learning processes and distance learning processes, from design to evaluation, from an educational aspect;
— Has experience in designing materials capable of enabling self-operation;
— Has experience in the context of learning management systems and has worked in that field with executive authority;
— Has knowledge of process and result assessment;
— Has sufficient experience in evaluation and assessment and has produced studies in this field.

IV. Senior Expert - Learning Management Systems Expert
— Bachelor’s Degree in educational or social sciences. Bachelor’s Degree in Distance Learning will be considered as an asset. A Ph.D. Degree in educational or social sciences will also be considered as an asset;
— Has experience in the Design and Management of Distance Learning;
— Has experience in the set-up, management and maintenance of open-source Learning Management Systems;
— Has experience in the web services of Learning Management Systems;
— Has experience in the integration of Learning Management Systems with authorisation etc. systems;
— Has experience in the administration and maintenance of Learning Management System servers;
— Has experience in online and blended course design with different Learning Management Systems.

V. Expert - Learning Management System Graphical Interface Manager
— Has a bachelor’s degree in the field of informatics. A Ph.D. degree in informatics will be considered as an asset;
— Has experience in open-source Learning Management System Graphical Interface Management;
— Has experience in developing private database queries which may be used for purposes of learning analytics;
— Has experience in LTI and similar e-Learning standards which are used for transferring user information across different systems and linking systems with each other;
— Has experience in CSS, HTML and JS;
— Has experience in providing training in the field of Learning Management System graphical interface management;
— Has experience in providing training for persons who will be using Learning Management Systems in the role of a trainer.

VI. – X. Expert - Distance Learning Facilitators (5 Experts)
— Has a master’s degree in the field of Distance Learning;
— Has experience in designing learning material in the field of Distance Learning;
— Has experience in assessing learning analytics;
— Has experience in the monitoring and evaluation of Learning Management Systems.

XI. Expert - Graphic Design Expert
— Capable of producing, designing and editing all elements that require photograph, picture, drawing and visualisation to be used within the scope of courses;
— Has an academic degree from a university in the field of Arts, Design, Distance Learning or Computer and Instructional Technology, or Communication.
— Has at least 3 years of experience in Graphic Design;
— Has experience in visualisation and design for e-learning material.

XII. Expert - Interactive Course Material Development Expert
— Capable of checking the technical conformity and compatibility of any multimedia element produced within the scope of courses;
— Has an academic degree from a university in the field of informatics;
— Has at least 3 years of experience in Interactive Course Material Development;
— Has experience in visualisation and design for e-learning material.

XIII. Expert - Video Development Expert
— Capable of producing, designing and editing any multimedia element (sound, animation, video and interactions) produced within the scope of courses;
— Has an academic degree from a university in the field of informatics;
— Has at least 3 years of experience in Video Development.

5. ANTICIPATED ASSIGNMENT SCHEDULE
The Contractor undertakes to complete the delivery of services and process schedule stages that are set for the provision of the subject services.

5.1. The training of content writers designated by UTBA should be completed within 30 days from Contract Signature. The training is envisaged to take a maximum of 10 days’ time. The trainings may take place in an online/hybrid/face-to-face setting, which will be at the sole discretion of UNDP.

5.2. The total amount of time set for preparing and rendering ready for use the Integrated Training Management System and all its components in conformity with the rules of visibility and the above-mentioned specifications is 90 business days from Contract Signature.
5.3. After the content writer trainings, the content writers are expected to be capable of completing and handing over the content within 90 days. During the content development process, writers are expected to deliver each module once they complete it. Over the course of this process, UNDP and UTBA expect support to be provided to the process and the Contractor to assign consultants for each theme who will support the process. Subsequently, production shall begin on all e-learning content pursuant to development of each module by the writers. E-learning content must be completed within 120 business days.

5.4. The Contractor must continue the monitoring of the system and its technical and functional support over the full course of the Contract.

6. DELIVERY OF THE LEARNING MATERIALS, SECURITY AND OTHER MATTERS:

6.1. An approval shall be taken from the controlling commission to be composed within UTBA for e-Books, videos, animations, interactive applications and audio elements. Approval procedure shall be carried out within 1 week at the latest after the content has been prepared. UTBA shall be able to request revisions when necessary. UTBA’s demands shall be fulfilled during the revision. After receiving the revised version, UTBA shall be able to examine it within a week at the latest and may request a revision once again, on issues that have not been addressed as requested in the previous revision.

6.2. A copy of the Master Records of the video content produced shall be delivered to UNDP/UTBA in the Avi-HD-DVD format.

6.3. Master Copies of the images produced shall be delivered to UNDP/UTBA as high definition (1920px * 1080px and 300dpi) PNG exports.

6.4. Master Copies of the content produced shall be delivered to UNDP/UTBA in Word/PowerPoint format and as PDF exports.

6.5. In cases where any copyright must be bought to create videos, images and sounds, this shall be undertaken by the Contractor without any additional amount to be charged to UNDP. The Contractor shall be held liable for any violation of intellectual property rights in the processes related to creation, production and dissemination of the videos.

6.6. As of delivery of the services, UNDP and UTBA shall own all copyright related to any material, visual, music, lyrics, and all information used in text which have either been procured or produced by the Contractor.

6.7. A non-disclosure agreement shall be executed between the Contractor and UTBA with a view to protecting data privacy and the Contractor shall abide by the provisions of that agreement.

6.8. User interfaces shall be designed in a way that will be user-friendly.

7. MONITORING AND REPORTING

The Contractor shall be under an obligation to provide active monitoring/follow-up and system support throughout the course of the Contract. Moreover, the Contractor is expected to submit reports on the monitoring processes with regards to the following contexts:

7.1. The course design processes in detail;
7.2. The participants’ success rates;
7.3. How the layers of content, support, contact, evaluation and management have been constructed from an educational aspect, so as to contribute to the aim of further extensification.

Apart from these, the Contractor must:

7.4. Build the structure necessary to enable obtaining reports on the learning activities in different forms;
7.5. Build the structure necessary to enable obtaining self-evaluation reports for trainers and other users;
7.6. Build the structure necessary to enable obtaining reports for each course with regards to the situation of the users in that course, their interactions and activities within the course, how many times a content was viewed and by whom, and the length of time spent by users in the course.

8. PAYMENTS

Payments will be made within 30 days upon the approval and acceptance of services by UNDP. While each Key Personnel of the Contractor may invest more than the estimated number of person/days stipulated within the Financial Offer, the Contractor will not be entitled to receive any additional payment.

If the services stipulated throughout this Terms of Reference are 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 such services.

The Contractor shall be paid in USD if it is registered and operating in a country different than Turkiye. If the Contractor is registered and operating in Turkiye, 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 UNDP’s official written acceptance of the respective services, when the Contractor shall issue the invoice to UNDP.

The daily fee of each Key Personnel will be fixed regardless of changes in the cost components. The daily fee amounts should be indicated in gross terms and hence should be inclusive of costs related to tax, social security premium, transportation, accommodation, insurance, etc. UNDP will not make any further clarification on costs related to tax, social security premium, transportation, accommodation, insurance, etc. It is the Contractor’s responsibility to make necessary inquiries on these matters.

UNDP is exempt from taxes. It is the Contractor’s responsibility to learn from relevant authorities (Ministry of Treasury and Finance of Turkiye) and/or to review and confirm published procedures and to consult with a certified public accountant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT. UNDP will provide a VAT Exemption Certificate to the successful Bidder, following Contract Signature.
9. PERSONS/ENTITIES EXCLUDED FROM PARTICIPATING IN THE BIDDING

Bidders in the following circumstances shall be excluded from the bidding:

9.1. Real persons and legal entities who are barred from participating in tenders and bidding by the laws to which the employer is subject;

9.2. Real persons and legal entities who are temporarily or indefinitely banned from participating in public tenders by virtue of the Law on Public Procurement;

9.3. Those in a state of bankruptcy, liquidation and/or concordatum;

9.4. Whose affairs are managed by courts; who have entered into any arrangement with the creditors;

9.5. Whose business or activities have been suspended, is subject to court or enforcement proceedings in respect of such matters, or is in a similar situation due to a procedure prescribed by national legislation and regulations;

9.6. Who have been convicted, by a decision with the force of a final judgment, of an offence related to professional activity;

9.7. Who have been found guilty of abuse of a critical position and/or confidence, provided that it was proven in any method conducted by the employer;

9.8. Have been the subject of a decision with the force of a final judgment due to fraud, corruption, involvement in a criminal offence and/or a terrorist organisation, or any activity damaging the financial interests of the Republic of Turkey;

9.9. Have been declared to have committed a serious breach of contract due to non-compliance with contractual obligations during another purchase or grant procedure financed by the State budget.

By submitting a Bid, the Bidder declares, agrees and guarantees that none of the foregoing situations apply to them.
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.

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<thead>
<tr>
<th>Name of Bidder:</th>
<th>Click or tap here to enter text.</th>
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<tr>
<td>RFQ reference:</td>
<td>Click or tap here to enter text. Date: Click or tap to enter a date.</td>
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**Company Profile**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Detail</th>
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<tbody>
<tr>
<td>Legal name of bidder or Lead entity for JVs</td>
<td>Click or tap here to enter text.</td>
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<td>Legal Address, City, Country</td>
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<td>Website</td>
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<td>Year of Registration</td>
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<td>Legal structure</td>
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<td>Are you a UNGM registered vendor?</td>
<td>☐ Yes ☐ No If yes, insert UNGM Vendor Number</td>
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<td>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</td>
<td>☐ Yes ☐ No</td>
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<tr>
<td>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):</td>
<td>☐ Yes ☐ No</td>
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<tr>
<td>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>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</td>
<td>☐ Yes ☐ No</td>
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such issues (If yes, provide a Copy)

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<tr>
<th>Is your company a member of the UN Global Compact</th>
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<td>☐ Yes ☐ No</td>
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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

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<thead>
<tr>
<th>Name of previous contracts</th>
<th>Client &amp; Reference Contact Details including e-mail</th>
<th>Contract Value</th>
<th>Period of activity</th>
<th>Types of activities undertaken</th>
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Bidder’s Declaration

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<th>Yes</th>
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**Requirements and Terms and Conditions**: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, Technical Specifications, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.

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**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.

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**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.

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**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.
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<th>Yes</th>
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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.

**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

**Financial Offer**

Provide a lump sum for the provision of the services stated in the Terms of Reference 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.

**Currency of Quotation: United States Dollars (USD)**

<table>
<thead>
<tr>
<th>Ref</th>
<th>Description of Deliverables</th>
<th>Price (USD)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Preparing and Publishing Distance Learning Content, as stipulated within Annex 1 of the RFQ.</td>
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<td>2.</td>
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Grand Total VAT Exclusive Price (USD)

**Breakdown of Fees**

<table>
<thead>
<tr>
<th>Key Personnel / other elements</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Price (USD)</th>
<th>Total Price (USD)</th>
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<tr>
<td>Key Personnel</td>
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<tr>
<td>Team Leader and Distance Learning Expert</td>
<td>Person/ days</td>
<td>95</td>
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<tr>
<td>Education and Evaluation and Assessment Expert</td>
<td>Person/ days</td>
<td>84</td>
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<tr>
<td>Online Learning Processes Expert</td>
<td>Person/ days</td>
<td>86</td>
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<tr>
<td>Role</td>
<td>Person/days</td>
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<tr>
<td>Learning Management Systems Expert</td>
<td>56</td>
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<tr>
<td>Learning Management System Graphical Interface Manager</td>
<td>82</td>
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<tr>
<td>Distance Learning Facilitators (5 Facilitators)</td>
<td>140 (5 x 28)</td>
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<tr>
<td>Graphic Design Expert</td>
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<tr>
<td>Interactive Course Material Development Expert</td>
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<tr>
<td>Video Development Expert</td>
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<tr>
<td>Other expenses</td>
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<tr>
<td>Other Costs: (please specify if applicable)</td>
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<tr>
<td><strong>Grand Total VAT Exclusive Price (USD)</strong></td>
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**Compliance with Requirements**

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<th>Requirement</th>
<th>You Responses</th>
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<tr>
<td>Delivery Lead Time</td>
<td>☐ Yes, we will comply ☐ No, we cannot comply</td>
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<tr>
<td>Validity of Quotation</td>
<td>☐ Yes, we will comply ☐ No, we cannot comply</td>
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<tr>
<td>Payment terms</td>
<td>☐ Yes, we will comply ☐ No, we cannot comply</td>
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<tr>
<td>Other requirements [pls. specify]</td>
<td>☐ Yes, we will comply ☐ No, we cannot comply</td>
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<tr>
<td>Other requirements [pls. specify]</td>
<td>☐ Yes, we will comply ☐ No, we cannot comply</td>
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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.

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<thead>
<tr>
<th>Field</th>
<th>Information</th>
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<tr>
<td><strong>Exact name and address of company</strong></td>
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<tr>
<td>Company Name</td>
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<td>Address</td>
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<td>Authorized Signature:</td>
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<td>Name:</td>
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<td>Functional Title of Authorised Signatory</td>
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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 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 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.