

SOLICITUD DE COTIZACION (SDC)

Referencia SDC : 20008-2022 Realización de encuestas de opinión en América Latina	Fecha: 13 September 2022
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SECCION 1: SOLICITUD DE COTIZACIÓN (SDC)

El Programa de las Naciones Unidas para el Desarrollo (PNUD) agradece su cotización para la provisión de bienes, obras y/servicios según se detalla en el Anexo 1 de esta SDC.

Esta Solicitud de Cotización comprende los siguientes documentos:

- Sección 1: Esta carta de solicitud
- Sección 2: Instrucciones y datos de SDC
- Anexo 1: Lista de requisitos
- Anexo 2: Formulario de presentación de cotizaciones
- Anexo 3: Oferta técnica y financiera

En la preparación de su cotización, guíese por las Instrucciones y los Datos de la SDC. Tenga en cuenta que las cotizaciones deben enviarse utilizando el Anexo 2: Formulario de presentación de cotizaciones y el Anexo 3: Oferta técnica y financiera, por el método y en la fecha y hora indicadas en la **Sección 2**. Es su responsabilidad asegurarse que su cotización se envíe el día o antes la fecha límite. Las cotizaciones recibidas después de la fecha límite de presentación, por cualquier motivo, no serán consideradas para evaluación.

Gracias y quedamos a la espera de su cotización.

Firma

ADQUISICIONES HUB REGIONAL DEL CARIBE Y LATINOAMÉRICA

SECCION 2: SDC INSTRUCCIONES PARA LOS OFERENTES

Introducción	Los oferentes deberán cumplir con todos los requerimientos de esta SDC, incluyendo cualquier enmienda emitida por el PNUD. Esta SDC se lleva a cabo de acuerdo con las Políticas y Procedimientos de Operaciones y Programas (POPP) del PNUD sobre Contratos y Adquisiciones Toda oferta que se presente será considerada como un ofrecimiento del oferente y no constituye ni implica la aceptación de la misma por parte del PNUD. El PNUD no tiene ninguna obligación de adjudicar un contrato a ningún oferente como resultado de esta SDC. El PNUD se reserva el derecho de cancelar el proceso de adquisición en cualquier etapa sin responsabilidad de ningún tipo para el PNUD, previa notificación a los oferentes o publicación del aviso de cancelación en el sitio web del PNUD.
Fecha límite para la presentación de la cotización	28 DE SEPTIEMBRE DE 2022, HORA: 15:00 HORA DE PANAMÁ En caso de duda sobre la zona horaria en la que debe enviarse la cotización, consulte en http://www.timeanddate.com/worldclock/. Para presentación vía eTendering, tenga en cuenta que la zona horaria del Sistema está en EST/EDT (Nueva York).
Forma de envío	La cotización debe ser enviada de la siguiente forma: ☐ Sistema E-tendering ☒ Correo electrónico específico ☐ Courier / entrega en mano ☐ Otro Haga clic o pulse aquí para escribir texto. ▪ Dirección de envío, correo electrónico procurement.rblac.regionalhub@undp.org ▪ Formato de archivo PDF ▪ Los nombres de archive, no pueden exceder los 60 caracteres, ni otros caracteres por fuera del alfabeto latino. ▪ Todos los archivos deben estar libres de virus y sin daño. ▪ Peso máximo de los archivos, por envío 4MB ▪ Asunto del correo (obligatorio): 20008-2022 Realización de encuestas de opinión en América Latina ▪ En caso de múltiples correos, deben ser claramente identificados indicando en el asunto "Correo X de Y" y finalmente "Correo Y de Y". ▪ Se recomienda que la cotización se envíe, con el mayor número de archivos adjuntos, en la medida de lo posible. ▪ El oferente debe recibir un mensaje de acuse de recibo de su oferta. [Para el sistema eTendering, haga click en https://etendering.partneragencies.org e inserte el Event ID] • Inserte el "BU Code" y el número "Event ID" Las instrucciones sobre cómo enviar, modificar o cancelar una oferta en el método eTendering, en el siguiente enlace encontrará la Guía de Usuario y videos tutoriales: https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders
Costo de preparación de la cotización	El PNUD no será responsable de los costos asociados con la preparación y presentación de la cotización de los oferentes, independientemente del resultado o la forma en que se lleve a cabo proceso de selección.
Código de Conducta para el Proveedor, Fraude, Corrupción	Todos los posibles proveedores deben dar lectura al Código de Conducta para Proveedores de las Naciones Unidas y reconocer que cumple con los estándares mínimos que se espera de los proveedores de las Naciones Unidas. El Código de Conducta, que incluye principios sobre trabajo, derechos humanos, medio ambiente y conducta ética, se encuentra en: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct Además, el PNUd ejerce rigurosamente una política de tolerancia cero ante prácticas prohibidas, incluidos el

	fraude, la corrupción, la colusión, las prácticas contrarias a la ética en general y a la ética profesional y la obstrucción por parte de proveedores del PNUD y exige a los oferentes / proveedores respetar los más altos estándares de ética durante el proceso de adquisición y la ejecución del contrato. La Política Anti-Fraude del PNUD se puede encontrar en: http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_and_investigation.html#anti
Obsequios y atenciones	Los oferentes/proveedores no ofrecerán obsequios o atenciones de ningún tipo a los miembros del personal del PNUD, incluidos viajes recreativos a eventos deportivos o culturales o a parques temáticos, ofertas de vacaciones o transporte, invitaciones a almuerzos o cenas extravagantes o similares. En virtud de esta política, el PNUD procederá de la siguiente manera: (a) Rechazará una propuesta si determina que el proponente seleccionado ha participado en prácticas corruptas o fraudulentas al competir por el contrato en cuestión. (b) Declarará inelegible a un proveedor, ya sea de manera definitiva o por un plazo determinado, para la adjudicación de un contrato si en algún momento determina que dicho proveedor ha participado en prácticas corruptas o fraudulentas al competir por un contrato del PNUD o al ejecutarlo.
Conflicto de interés	El PNUD requiere que todo potencial proveedor evite y prevenga conflictos de intereses, al informar al PNUD si usted, o cualquiera de sus afiliados o personal, estuvo involucrado en la preparación de los requisitos, diseño, especificaciones, estimaciones de costos y otra información utilizada en este SDC. Los oferentes evitarán estrictamente los conflictos con otras asignaciones o sus propios intereses y actuarán sin tener en cuenta trabajos futuros. Los oferentes que tengan un conflicto de intereses serán descalificados. Los oferentes deberán revelar en su oferta su conocimiento de lo siguiente: a) si los propietarios, copropietarios, ejecutivos, directores, accionistas mayoritarios de la entidad que presenta la propuesta o personal clave, son familiares del personal del PNUD que participa en las funciones de adquisición y/o en el Gobierno del país, o de cualquier Asociado en la Ejecución que recibe los bienes y/o los servicios contemplados en esta SDC. La elegibilidad de los oferentes que sean total o parcialmente propiedad del Gobierno estará sujeta a la evaluación y revisión adicional del PNUD en varios factores, como estar registrados, operados y administrados como una entidad comercial independiente, el alcance de la propiedad / participación del Gobierno, la recepción de subsidios, mandato y acceso a la información en relación a esta SDC, entre otros. Las condiciones que pueden conducir a una ventaja indebida frente a otros Licitantes pueden resultar en el eventual rechazo de la Oferta.
Condiciones Generales del Contrato	Cualquier Orden de Compra o Contrato que se emita como resultado de esta SDC, estará sujeta a las Condiciones Generales del Contrato Condiciones Generales aplicables a esta SDC: ☒ Términos y Condiciones Generales / Condiciones Especiales del contrato ☐ Términos y Condiciones Generales de minimis (sólo servicios menores a USD 50,000) ☐ Términos y Condiciones Generales para Obras Los Términos y Condiciones aplicables y otras disposiciones están disponibles: UNDP/How-we-buy
Condiciones Especiales del Contrato	☐ Cancelación de la Orden de Compra/Contrato, si la finalización o entrega se retrasan en más de Treinta (30) días. ☐ Otras Haga clic o pulse aquí para escribir texto.
Eligibilidad	Un proveedor no debe estar suspendido, excluido o de otro modo identificado como inelegible por cualquier Organización de las Naciones Unidas, el Grupo del Banco Mundial o cualquier otra organización internacional. Por lo tanto, los proveedores deben informar al PNUD si están sujetos a alguna sanción o suspensión temporal impuesta por estas organizaciones. El no hacerlo puede resultar en la rescisión de cualquier contrato u orden de compra emitida posteriormente al proveedor por el PNUD. Es responsabilidad del Licitante asegurarse de que sus empleados, miembros de empresas conjuntas, subcontratistas, proveedores de servicios, proveedores y / o sus empleados cumplan con los requisitos de elegibilidad establecidos por el PNUD. Los oferentes deben tener la capacidad legal para celebrar un contrato con el PNUD y realizar las entregas en el

	país, o través de un representante legal autorizado.
Moneda de la cotización	Las ofertas serán cotizadas en DÓLARES DE LOS ESTADOS UNIDOS.
Asociación en Participación (Joint Venture), Consorcio o Asociación	Si el oferente es un grupo de entidades legales que formarán o han formado un <i>Joint Venture</i> (JV), Consorcio o Asociación para la oferta, deberán confirmar en su Oferta que: (i) han designado a una de las partes para actuar como líder entidad, debidamente autorizada para vincular legalmente a los miembros de la JV, Consorcio o Asociación de manera conjunta y solidaria, lo que deberá constar mediante Acuerdo debidamente notariado entre las personas jurídicas, y presentado con la Oferta; y (ii) si se les adjudica el contrato, el contrato será celebrado por y entre el PNUD y la entidad líder designada, quien actuará en nombre y representación de todas las entidades miembros que componen la empresa conjunta, Consorcio o Asociación. Consulte las Cláusulas 19-24 de las políticas para las Solicitudes de Licitación a fin obtener detalles sobre las disposiciones aplicables sobre empresas conjuntas, consorcios o asociaciones.
Única oferta	El oferente (incluida la Entidad Líder en nombre de los miembros individuales de cualquier Joint Venture, Consorcio o Asociación) deberá presentar sólo una Oferta, ya sea en su propio nombre o, si se trata de una Joint Venture, Consorcio o Asociación, como la entidad líder de tal Joint Venture, Consorcio o Asociación. Las ofertas presentadas por dos (2) o más oferentes deberán ser rechazadas si se determina que tienen alguno de los siguientes: a) tienen al menos un socio controlador, director o accionista en común; o b) cualquiera de ellos recibe o ha recibido algún subsidio directo o indirecto de los demás; o b) tienen el mismo representante legal para efectos de esta SDC; o c) tienen una relación entre ellos, directamente o a través de terceros comunes, que los coloca en posición para tener acceso a información o influencia sobre la Oferta de otro Oferente con respecto a este proceso de SDC; d) son subcontratistas de la Oferta del otro, o un subcontratista de una Oferta también presenta otra Oferta bajo su nombre como Oferente principal; o e) algún personal clave propuesto para formar parte del equipo de un Oferente participa en más de una Oferta recibida para este proceso de SDC. Esta condición relativa al personal, no se aplica a los subcontratistas incluidos en más de una Oferta.
Tasas e Impuestos	El artículo II, sección 7, de la Convención sobre Prerrogativas e Inmunidades dispone, entre otras cosas, que las Naciones Unidas, incluido el PNUD como órgano subsidiario de la Asamblea General de las Naciones Unidas, están exentas de todos los impuestos directos, excepto los impuestos por servicios públicos, y está exento de restricciones aduaneras, derechos y cargas de naturaleza similar con respecto a los artículos importados o exportados para su uso oficial. Todas las cotizaciones se presentarán netas de impuestos directos y otros impuestos y aranceles, a menos que se especifique lo contrario a continuación: Todos los precios cotizados deben: ☐ incluir el IVA y otros impuestos indirectos aplicables ☒ no incluir el IVA ni otros impuestos indirectos aplicables
Idioma de la oferta	ESPAÑOL Incluyendo documentación, catálogos, instrucciones y manuales de operación. .
Documentos a ser presentados	Los Oferentes incluirán la siguiente documentación en su oferta: ☒ Anexo 2: Formulario de Cotización debidamente completado y firmado ☒ Anexo 3: Oferta Técnica y Económica, debidamente completada y firmada, de acuerdo con los requerimientos establecidos en el Anexo 1. ☒ Perfil de la empresa oferente. ☒ Certificado de Registro. ☒ Listado y monto de los contratos realizados durante los últimos diez (10) años, datos de contacto del cliente a quien se puede localizar para obtener más información sobre esos contratos. ☒ Lista y monto de los contratos en curso con el PNUD y otras organizaciones nacionales / multinacionales, datos de contacto de los clientes y porcentaje de ejecución actual de cada contrato en curso. ☒ Declaración de desempeño satisfactorio (certificados) de los principales clientes en términos de monto del

	contrato en un área o similar; ☒ CV completados y firmados para el personal clave propuesto; ☒ Otros Certificación del personal clave.
Validez de la oferta	La oferta se mantendrá válida por noventa (90) días, contados a partir de la fecha límite establecida para presentación de ofertas.
Variación de precio	No se aceptará ninguna variación de precio debido a escalada, inflación, fluctuación en los tipos de cambio o cualquier otro factor del mercado, en ningún momento durante la validez de la oferta una luego que se haya recibido la cotización.
Ofertas parciales	☒ No permitidas ☐ Permitidas inserte las condiciones para cotizaciones parciales y asegúrese que los requerimientos están debidamente incluidos en lotes, a fin de permitir ofertas parciales
Ofertas alternativas	☒ No permitidas ☐ Permitidas. Puede enviar una cotización alternativa solo si se envía una cotización conforme a los requisitos de la SDC. Cuando se cumplan las condiciones para su aceptación o se establezcan claramente las justificaciones, <u>Ingrese el nombre de la organización</u> se reserva el derecho de adjudicar un contrato en base a una cotización alternativa. Si se envían cotizaciones múltiples / alternativas, deben estar claramente marcadas como "Cotización principal" y "Cotización alternativa"
Forma de pago	☒ 100% dentro de los 30 días posteriores a la recepción de los bienes, obras y/o servicios y entrega de la documentación de pago. ☐ Otros Haga clic o pulse aquí para escribir texto.
Condiciones para liberar pagos	☐ Inspección aprobada [especificar método, de ser posible] Instalación completa ☐ Aprobación de todas las verificaciones/tests [especificar el estándar, de ser posible] ☐ Finalización de la capacitación sobre funcionamiento y mantenimiento [especificar número de personas a capacitar y lugar de la capacitación, de ser posible] ☒ Aceptación escrita de los servicios, basada en el pleno cumplimiento de los requisitos de la SDC. ☐ Otros [favor especificar]
Contacto para correspondencia, notificaciones y aclaraciones	Correo electrónico procurement.rblac.regionalhub@undp.org Atención: Las cotizaciones no deben enviarse a esta dirección, sino a la dirección para la presentación de cotizaciones anterior. De lo contrario, la oferta será descalificada. Cualquier retraso en la respuesta del PNUD no se utilizará como motivo para extender el plazo para la presentación, a menos que el PNUD determine que tal extensión es necesaria y comunique un nuevo plazo a los Proponentes.
Aclaraciones	Los Oferentes podrán solicitar aclaraciones hasta 20 septiembre 2022 hasta las 15:00 hora de Panamá. Las respuestas serán comunicadas mediante correo electrónico a más tardar Insertar fecha/días antes de la fecha prevista para presentación de oferta
Método de evaluación	☒ El LTA será otorgado al (os) proponente (s) que se ajuste(n) a lo requerido en el TDR y ofrezca el menor precio
Criterio de evaluación	☒ Cumplimiento total de todos los requisitos especificados en el Anexo 1 ☒ Plena aceptación de las Condiciones Generales de Contratación
Derecho a aceptar o a rechazar cualquiera o todas las Propuestas	PNUD no está obligado a aceptar cotizaciones, ni adjudicar un Contrato / Orden de Compra.
Derecho a modificar el requisito en el momento de la adjudicación	En el momento de la adjudicación del Contrato / Orden de Compra, PNUD se reserva el derecho de variar (aumentar o disminuir) la cantidad de servicios y/ o bienes, hasta un máximo del veinticinco (25%) del total de la oferta, sin ningún cambio en el precio unitario u otros términos y condiciones.
Tipo de	☐ Orden de Compra

Contrato a adjudicar	☒ Contrato (Bienes y/o Servicios) (esta plantilla también se utiliza para Acuerdos a Largo Plazo) y si se firmará un LTA, especifique el documento que activará la entrega del bien/servicio, por ejemplo PO, etc.)
Fecha prevista para adjudicar el contrato	01 de noviembre de 2022
Publicación de la adjudicación del contrato	PNUD publicará las adjudicaciones de contratos valoradas en USD 100.000 o más, en los sitios web de la Oficina de País y el sitio web corporativo del PNUD.
Políticas y procedimientos	Esta SDC se lleva a cabo de acuerdo a Políticas y Procedimientos de Operaciones y Programas (POPP) del PNUD
UNGM registration	Cualquier Contrato resultante de este ejercicio de SDC estará sujeto a que el proveedor se registre en el nivel apropiado en el sitio web del Mercado Global de las Naciones Unidas (UNGM) www.ungm.org . El oferente aún puede presentar una cotización incluso si no está registrado en la UNGM, sin embargo, si es seleccionado para la adjudicación del Contrato, el Proveedor debe registrarse en la UNGM antes de la firma del contrato

TÉRMINOS DE REFERENCIA

PROGRAMA DE LAS NACIONES UNIDAS PARA EL DESARROLLO



A. INFORMACIÓN GENERAL SOBRE LA CONSULTORÍA

Proyecto: Gestión de la Información basada en evidencia para la toma de decisiones en Centroamérica y República Dominicana. 000080822 CAM Evidence
Título de la Consultoría: Realización de encuestas de opinión en América Latina
Tipo de Contrato: LTA
Supervisor Directo: Coordinador Cluster de Gobernabilidad
Lugar: Remoto
Fecha de inicio estimada: 1 de noviembre 2022
Duración: 12 meses (con posible extensión a 36 meses)

B. ANTECEDENTES

El proceso para lograr los ODS requiere de una gobernabilidad eficaz como condición previa. El ODS 16 es entonces el habilitador del desarrollo sostenible. En ese sentido, la gobernabilidad se convierte en el instrumento más relevante para la creación de oportunidades con las cuales las personas pueden forjar su propio destino y colaborar con otros. La gobernabilidad es el proceso por medio del cual se generan oportunidades (el uso de éstas se refiere a la práctica democrática y los derechos políticos y civiles que conducen al desarrollo sostenible).

Pese a avances notables en indicadores de desarrollo humano, una proporción significativa de la ciudadanía en América Latina y el Caribe expresa un nivel significativo de insatisfacción con el funcionamiento de la democracia en su país y el estado del contrato social más en general. Mientras tanto los países de América Latina y el Caribe fueron y siguen siendo fuertemente afectados por la pandemia de COVID-19 y esta crisis ha exacerbado vulnerabilidades preexistentes, así como los riesgos de intensificación de las protestas sociales, las tendencias populistas y el retroceso democrático.

El Equipo de Gobernabilidad del Centro Regional del PNUD para América Latina y el Caribe trabaja en varios ámbitos de la gobernabilidad para apoyar las Oficinas de País y sus contrapartes a configurar un contrato social que permita garantizar la convivencia, construir confianza, promover una participación más significativa y mejorar la capacidad de respuesta de las demandas sociales.

En el marco de este trabajo es fundamental poder entender en profundidad la perspectiva de los ciudadanos sobre el desempeño del Estado, el contexto social y político y las prioridades para el futuro en relación con la gobernabilidad. Por ello, el Equipo de Gobernabilidad quiere establecer un contrato de largo plazo (LTA) para la realización de encuestas de opinión sobre temas relacionados con la gobernabilidad (gobernanza efectiva) en América Latina y el Caribe.

C. OBJETIVO

Realizar una serie de encuestas de opinión basadas en los respectivos estándares de confidencialidad y representación estadística en países de América Latina y el Caribe sobre temas relacionados con la gobernabilidad. El enfoque temático de las encuestas, la población meta, el tamaño mínimo de la muestra, el alcance geográfico y las preguntas serán definidos por el Equipo de Gobernabilidad según las necesidades de cada encuesta.

D. ALCANCE DE LOS SERVICIOS

La empresa encuestadora trabajará en levantar encuestas en diferentes países sobre temas relacionados con la gobernabilidad.

Si bien el tamaño de la muestra variará según el tamaño y la heterogeneidad de cada país en el que se implemente la encuesta. Trabjará directamente con el equipo de Gobernabilidad para determinar el tamaño de la muestra para cada encuesta contratada.

Los resultados de estas encuestas permitirán al equipo de Gobernabilidad generar información que ayude a las áreas de Gobernabilidad para dar insumos que apoyen a la generación de Políticas Públicas.

Por cada encuesta el equipo escogerá uno de los siguientes paquetes:

PAQUETE 1

- Encuesta en 5 países
- Tamaño muestra (1200 encuestas por país)
- 10 preguntas

PAQUETE 2

- Encuesta en 5 países
- Tamaño muestra (1200 por país)
- 15 preguntas

PAQUETE 3

- Encuesta en 12 países
- Tamaño muestra (1200 por país)
- 10 preguntas

PAQUETE 4

- Encuesta en 12 países
- Tamaño muestra (1200 por país)
- 15 preguntas

Por cada encuesta los países serán seleccionados de la siguiente lista:

- [Argentina](#)
- [Barbados](#)
- [Belice](#)

- [Bolivia](#)
- [Brasil](#)
- [Chile](#)
- [Colombia](#)
- [Costa Rica](#)
- [Cuba](#)
- [República Dominicana](#)
- [Ecuador](#)
- [El Salvador](#)
- [Guatemala](#)
- [Guyana](#)
- [Haití](#)
- [Honduras](#)
- [Jamaica](#)
- [México](#)
- [Nicaragua](#)
- [Panamá](#)
- [Paraguay](#)
- [Perú](#)
- [Suriname](#)
- [Trinidad y Tobago](#)
- [Uruguay](#)
- [Venezuela](#)

Solo las empresas con la capacidad de cubrir por lo menos el 60% (16países) de los países mencionados arriba, incluyendo los de Centroamérica y República Dominicana, serán consideradas para esta consultoría.

Por cada encuesta, el proveedor entregará los siguientes productos:

- **Producto 1:** Nota técnica detallada que describa todos los aspectos metodológicos relevantes de la encuesta, incluyendo diseño muestral, tamaño de muestra, cuestionario (en colaboración con PNUD) y trabajo de campo (manual de encuestador, entrenamiento de encuestadores y prueba piloto) de la encuesta para los países participantes
- **Producto 2:** Un reporte detallado de los resultados del trabajo de campo que incluya tasa de respuesta, rechazos, tamaño de muestra final, sobre-muestra (en caso de ser necesario), etc.
- **Producto 3:** Bases de datos, ordenadas y depuradas, en formato SPSS, Stata o CSV con toda la información recolectada durante la encuesta. Deberá entregarse una base de datos por país y una regional, con su respectivo identificador y etiquetado de variables/etiquetas y formulario final aplicado, así como el respectivo diccionario de variables de la base de datos.
- **Producto 4 :** Informe final con un análisis de los resultados, a nivel regional y separados por país considerando desagregación de los datos según variables demográfica.
- **Producto 5.** Una propuesta de presentación con los principales resultados a nivel regional y país, en formato PPT.

E. RESULTADOS ESPERADOS Y ENTREGABLES/PRODUCTOS

Los resultados específicos, el tiempo estimado, la fecha de entrega, y los arreglos de supervisión serán establecidos separadamente por cada producto, según las necesidades de cada encuesta.

F. ACUERDOS INSTITUCIONALES

La consultoría será supervisada por el Coordinador del Equipo de Gobernabilidad en el Centro Regional para América Latina y el Caribe del PNUD. El supervisor delegado por él revisará los productos que presente la empresa, fundación u organización. El personal designado del equipo comunicará las observaciones que pudiesen existir en un plazo máximo aproximado de diez (10) días hábiles después de la recepción de los productos. La incorporación o cambios deben efectuarse en el plazo que el PNUD requiera y acuerde por escrito con la empresa, fundación u organización firmante. Los pagos a la empresa, fundación u organización están sujetos a la aprobación y aceptación por escrito de los productos y del informe final por parte de él/la supervisor/a inmediato/a.

G. DURACIÓN DE LOS TRABAJOS

El contrato LTA tendrá duración de 12 meses con posible extensión hasta 36 meses.
Se estima que la demanda de servicios por un año será aproximadamente de ocho (8) encuestas.

H. REQUISITOS DE EXPERIENCIA Y CALIFICACION DEL PROVEEDOR DE SERVICIO

La empresa, fundación u organización de la sociedad civil deberá cumplir con los siguientes requisitos:

- Diez o más años de experiencia en proyectos de investigación social que impliquen el levantamiento de datos en campo y el análisis de datos en América Latina.
- Que su actividad sea la prestación de servicios en recolección de datos, encuestas, estudios de opinión, con marcada experiencia en temas sociales y económicos.
- Desarrollo de al menos ocho proyectos de investigación social que impliquen el diseño y aplicación de metodologías e instrumentos estadísticos, así como el levantamiento de datos en campo.
- Capacidad en análisis estadístico y estructuración de bases de datos representativas comprobada.
- Comprobada experiencia de trabajo en la aplicación es estudios multi país.
- Comprobada experiencia de trabajo en la aplicación es estudios sociales en los países de Centroamérica y República Dominicana.
- Presentación de una propuesta metodológica, detallada, incluyendo los aspectos claves solicitados, que describa la forma en que realizará el desarrollo de las encuestas.

Para el desarrollo de la consultoría, la organización deberá garantizar como mínimo, un equipo multidisciplinario integrado por:

- Un/a coordinador/a general de la investigación.
- Coordinadores del estudio para cada uno de los países en donde se aplique la encuesta
- Un/a especialista estadístico que se encargue del diseño muestral del estudio, así como de coordinar el respectivo el proceso de análisis de los datos.
- Un equipo de encuestadores (número por definir según tamaño de la muestra y tiempo estimado para el levantamiento).

Perfil general de los integrantes del equipo

- **Coordinador/a**
 - Profesional con grado de licenciatura en ciencias sociales o económicas. De preferencia, título de Maestría en Ciencias Sociales o económicas.
 - Mínimo de 5 años de experiencia previa diseñando procesos de investigación que hayan implicado elaboración de instrumentos y levantamiento de encuestas en campo.
 - Deseable, 2 años de experiencia liderando proyectos de investigación que aborden temas y problemáticas sociales (seguridad ciudadana, gobernabilidad, etc.) en el país o en la región.
 - Experiencia en el desarrollo y coordinación de estudios multi país.
- **Especialista estadístico/a**
 - Profesional con grado de licenciatura en estadística, matemática, economía o ingeniería.
 - Mínimo de 3 años de experiencia previa en la elaboración de diseños muestrales.
 - Mínimo de 2 años de experiencia en el manejo y análisis de encuestas con representatividad nacional
 - Experiencia en al menos 5 proyectos que hayan incluido el procesamiento de bases de datos utilizando paquetes estadísticos.
- **Encuestadores:**
 - Estudios mínimos de bachillerato.
 - Estudiante universitario en las áreas de economía, ciencias sociales o áreas afines.
 - Experiencia previa en al menos dos proyectos de levantamiento de información en campo.

I. DISTRIBUCION Y FORMA DE PAGO

El pago se realizará proporcionalmente a los avances de los productos que el servicio a largo plazo demande y en cumplimiento de las fechas propuestas y aprobadas por el PNUD, detalladas en el cronograma a preparar por la empresa consultora y consensuado con PNUD.

J. CRITERIOS DE SELECCIÓN DEL PROVEEDOR DE SERVICIO

Los puntajes para la evaluación será la siguiente:

PROVEEDOR	Experiencia de al menos 10 años en la prestación de servicios en recolección de datos, encuestas, estudios de opinión, con marcada experiencia en temas sociales y económicos en América Latina. (15 puntos)	Puntaje Máximo: 70 Puntos
	Experiencia comprobada de trabajo en la prestación de servicios en recolección de datos, encuestas, estudios de opinión, con marcada experiencia en temas sociales y económicos específicamente en los países de Centroamérica y República Dominicana (15 puntos)	
	Desarrollo de al menos ocho proyectos de investigación social que impliquen el diseño y aplicación de metodologías e instrumentos estadísticos, así como el levantamiento de datos en campo. (10 puntos)	
	Capacidad en análisis estadístico y estructuración de bases de datos representativas comprobada a través de al menos 4 estudios subregionales o regionales. (10 puntos)	
	Propuesta metodológica, detallada, incluyendo los aspectos claves solicitados, que describa la forma en que realizará el desarrollo de las encuestas (20 puntos)	
EQUIPO	Coordinador/a	

	• Profesional con grado de licenciatura en ciencias sociales o económicas. (10 puntos) • Deseable Maestría en Ciencias Sociales o económicas. (5 puntos) • Mínimo de 5 años de experiencia previa diseñando procesos de investigación que hayan implicado elaboración de instrumentos y levantamiento de encuestas en campo (15 puntos) • Mínimo de 5 años de experiencia liderando proyectos de investigación que aborden la gobernabilidad o problemáticas asociadas en la región (10 puntos) • Experiencia en el desarrollo y coordinación de estudios multipais (10 puntos). • Dominio del idioma español (oral / escrito). (5 puntos) • Dominio del idioma inglés (oral / escrito) (5 puntos)	<u>Puntaje Máximo:</u> 60 Puntos
	Especialista estadístico/a • Profesional con grado de licenciatura en estadística, matemática, economía o ingeniería. (15 puntos) • Mínimo de 3 años de experiencia previa en la elaboración de diseños muestrales (15 puntos) • Mínimo de 2 años de experiencia en el manejo y análisis de encuestas con representatividad nacional (15 puntos) • Experiencia en al menos 5 proyectos que hayan incluido el procesamiento de bases de datos utilizando paquetes estadísticos (15 puntos)	<u>Puntaje Máximo:</u> 60 Puntos
	Encuestadores Carta de compromiso, firmada por la empresa, en la que describe la cantidad de personal que trabajará en la recolección de los datos y que reconoce que el personal contratado, en cada uno de los países, cumple con los requisitos previamente solicitados. • Estudios mínimos de bachillerato. • Estudiante universitario en las áreas de economía, ciencias sociales o áreas afines. • Experiencia previa en al menos dos proyectos de levantamiento de información en campo. (10 puntos)	<u>Puntaje Máximo:</u> 10 Puntos
Total		200 Puntos

Solo los candidatos que obtengan un mínimo de 140 puntos (70%) en la evaluación técnica se tendrán en cuenta para la Evaluación Financiera.

Evaluación Financiera 30%

ANEXO 2: FORMULARIO DE PRESENTACION DE OFERTA

Se solicita a los Oferentes que completen este formulario, incluyendo el Perfil de la Compañía y la Declaración del Oferente, lo firmen y entreguen como parte de su cotización junto con el Anexo 3: Oferta Técnica y Financiera. El Oferente completará este formulario de acuerdo con las instrucciones indicadas. No se permitirán alteraciones en su formato ni se aceptarán sustituciones.

Nombre del Oferente:	Haga clic o pulse aquí para escribir texto.	
SDC Referencia:	Ingresar número y nombre	Fecha: Haga clic aquí o pulse para escribir una fecha.

Perfil de la empresa

Descripción	Detalle de la información
Nombre legal del Oferente o entidad principal de las empresas asociadas	Haga clic o pulse aquí para escribir texto.
Dirección legal completa	Haga clic o pulse aquí para escribir texto.
Sitio web	Haga clic o pulse aquí para escribir texto.
Año de Constitución/Registro	Haga clic o pulse aquí para escribir texto.
Estructura Legal	Elija un elemento.
Es una empresa registrada en UNGM como Proveedor?	☐ Si ☐ No En caso afirmativo, Inserte su número de Proveedor en UNGM
Certificación de Calidad (Ej: ISO 9000 o equivalente) (en caso afirmativo, proporcione una copia del certificado válido)	☐ Si ☐ No
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	☐ Si ☐ No
Dispone de alguna acreditación como ISO 14001 o ISO 14064 o equivalente relacionada con el medio ambiente? (En caso afirmativo, proporcione una copia del certificado válido)	☐ Si ☐ No
Demuestra su empresa un compromiso significativo con la sostenibilidad a través de otros medios, por ejemplo, documentos de política interna de la empresa sobre el empoderamiento de la mujer, energías renovables o membresía en instituciones comerciales que promueven estos temas? (En caso	☐ Si ☐ No

afirmativo, proporcione una copia)				
¿Su empresa es miembro del Pacto Mundial de las Naciones Unidas?		☐ Si ☐ No		
Información bancaria		Nombre del banco: Haga clic o pulse aquí para escribir texto. Dirección del banco: Haga clic o pulse aquí para escribir texto. IBAN: Haga clic o pulse aquí para escribir texto. SWIFT/BIC: Haga clic o pulse aquí para escribir texto. Moneda de la Cuenta: Haga clic o pulse aquí para escribir texto. Número de la Cuenta: Haga clic o pulse aquí para escribir texto.		
Experiencia previa relevante: 3 contratos				
Nombre de contrato previo	Detalles de contacto del cliente y de referencia, incluido el correo electrónico	Monto del contrato	Período de actividad	Tipo de actividades realizadas

Declaración del Oferente

Si	No	
☐	☐	Requisitos y Términos y Condiciones: Yo/Nosotros he/hemos leído y entendido completamente la SDC, incluida la Información y los Datos de la SDC, los requerimientos, las Condiciones Generales del Contrato y las Condiciones Especiales del Contrato. Confirmando/confirmamos que el Oferente acepta regirse por ellos.
☐	☐	Yo/Nosotros confirmamos que el Oferente tiene la capacidad, y las licencias necesarias para cumplir o superar en su totalidad los requerimientos y que se estará disponible para entregar durante el período del Contrato correspondiente.
☐	☐	Ética: al presentar esta Cotización, garantizo/garantizamos que el Oferente: no ha celebrado ningún arreglo inadecuado, ilegal, colusorio o anticompetitivo con ningún Competidor; no se ha acercado directa o indirectamente a ningún representante del Comprador (que no sea el Punto de Contacto) para presionar o solicitar información en relación con la SDC; no ha intentado influir o proporcionar ninguna forma de incentivo, recompensa o beneficio personal a ningún representante del Comprador.
☐	☐	Confirmando/confirmamos que me comprometo a no participar en prácticas prohibidas, o cualquier otra práctica no ética, con las Naciones Unidas o cualquier otra Parte, y a realizar negocios de una manera que evite cualquier riesgo financiero, operativo, reputacional u otro riesgo indebido para las Naciones Unidas y hemos leído el Código de Conducta para proveedores de las Naciones Unidas https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct y reconocer que proporcionamos los estándares mínimos que se esperan de los proveedores de las Naciones Unidas.
☐	☐	Conflicto de interés: Yo/nosotros garantizamos que el Oferente no tiene ningún conflicto de intereses real, potencial o percibido al presentar esta cotización o al celebrar un contrato para cumplir con los requisitos. Cuando surja un conflicto de interés durante el proceso de solicitud de cotización, el Oferente lo informará inmediatamente al punto de contacto del contratante.
☐	☐	Prohibiciones, sanciones: Yo/Nosotros declaramos que nuestra empresa, sus afiliadas o subsidiarias o empleados, incluidos los miembros de JV/Consortio o subcontratistas o proveedores de cualquier parte del contrato, no están sujetos a la prohibición de adquisiciones de las Naciones Unidas, incluidos, entre otros, a prohibiciones derivadas de Listas de Sanciones del Consejo de Seguridad de las Naciones Unidas y no han sido suspendidas, inhabilitadas, sancionadas o identificadas de otra manera como no elegibles por ninguna Organización de las Naciones Unidas o el Grupo del Banco Mundial o cualquier otra organización internacional.
☐	☐	Quiebra: Yo/Nosotros no nos hemos declarado en quiebra, no estamos involucrados en procedimientos de quiebra o administración judicial, y no hay sentencia o acción legal pendiente en nuestra contra que pueda perjudicar las operaciones en un futuro previsible.
☐	☐	Período de validez de la oferta: Confirmando/Confirmamos que esta cotización, incluido el precio,

Si	No	
		permanece vigente para la aceptación durante la validez de la oferta.
☐	☐	Yo/Nosotros entendemos y reconocemos que ustedes no están obligado a aceptar ninguna Cotización que reciban, y certificamos que los productos ofrecidos en nuestra Cotización son nuevos y sin uso.
☐	☐	Al firmar esta declaración, el signatario a continuación representa, garantiza y acepta que ha sido autorizado por la empresa Oferente para realizar esta declaración en su nombre.

Firma: _____

Nombre: Haga clic o pulse aquí para escribir texto.

Cargo: Haga clic o pulse aquí para escribir texto.

Fecha: Haga clic aquí o pulse para escribir una fecha.

ANEXO 3: OFERTA TECNICA Y ECONOMICA - SERVICIOS

Se solicita a los Oferentes que completen este formulario, lo firmen y entreguen como parte de su cotización junto con el Anexo 2: Formulario de Oferta. El Oferente completará este formulario de acuerdo con las instrucciones indicadas. No se permitirán alteraciones en su formato ni se aceptarán sustituciones.

Nombre del Oferente:	Haga clic o pulse aquí para escribir texto.	
SDC Referencia:	Ingresar número y nombre	Fecha: Haga clic aquí o pulse para escribir una fecha.

OFERTA TECNICA

Proporcione lo siguiente:

- una breve descripción de su calificaciones, capacidad y experiencia que sea relevante para los Términos de Referencia.
- una breve descripción de la metodología, enfoque y plan de implementación;
- composición del equipo de trabajo y CV del personal clave.

OFERTA FINANCIERA

Proporcione una suma global por la prestación de los servicios indicados en los Términos de referencia y su oferta técnica. La suma global debe incluir todos los costos de preparación y prestación de los Servicios.

Todas las tarifas diarias se basarán en una jornada laboral de ocho horas.

Moneda de la cotización: Haga clic o pulse aquí para escribir texto.

Ref	Descripción de los entregables	Precio
1	Producto 1: Nota técnica detallada que describa todos los aspectos metodológicos relevantes de la encuesta, incluyendo diseño muestral, tamaño de muestra, cuestionario (en colaboración con PNUD) y trabajo de campo (manual de encuestador, entrenamiento de encuestadores y prueba piloto) de la encuesta para los países participantes	
2	Producto 2: Un reporte detallado de los resultados del trabajo de campo que incluya tasa de respuesta, rechazos, tamaño de muestra final, sobre-muestra (en caso de ser necesario), etc.	
3	Producto 3: Bases de datos, ordenadas y depuradas, en formato SPSS, Stata o CSV con toda la información recolectada durante la encuesta. Deberá entregarse una base de datos por país y una regional, con su respectivo identificador y etiquetado de variables/etiquetas y formulario final aplicado, así como el respectivo diccionario de variables de la base de datos.	
4	Producto 4 : Informe final con un análisis de los resultados, a nivel regional y separados por país considerando desagregación de los datos según variables demográfica.	
5	Producto 5. Una propuesta de presentación con los principales resultados a nivel regional y país, en formato PPT.	
Precio total		

Desglose de tarifas

Personal / Otros costos	Unidad de medida	Cantidad	Precio unitario	Precio total
Personal				
Ej. Gerente de Proyecto / Líder de Equipo	día			
Otros gastos				
Viajes internacionales				
Viáticos				
Transporte local				
Comunicaciones				
Otros costos (favor especificar)				
Total				

Cumplimiento de los requisitos

	Su respuesta		
	Si, se cumple	No, no se cumple	Si no puede cumplir, indicar contraoferta
Plazo de entrega	☐	☐	Haga clic o pulse aquí para escribir texto.
Validez de la oferta	☐	☐	Haga clic o pulse aquí para escribir texto.
Términos y condiciones de pago	☐	☐	Haga clic o pulse aquí para escribir texto.
Otros requerimientos [especificar]	☐	☐	Haga clic o pulse aquí para escribir texto.

Información adicional:

Peso / volumen / dimensión estimada del envío	Haga clic o pulse aquí para escribir texto.
País/Países de origen: (si se requiere licencia de exportación, esta debe ser presentada si se le adjudica el contrato)	Haga clic o pulse aquí para escribir texto.

Yo, el abajo firmante, certifico que estoy debidamente autorizado para firmar esta oferta y vincular a la empresa a continuación en caso de que la oferta sea aceptada.

Nombre y datos exactos de la empresa: Nombre de la empresa Haga clic o pulse aquí para escribir texto. Dirección Haga clic o pulse aquí para escribir texto. Haga clic o pulse aquí para escribir texto. Teléfono Haga clic o pulse aquí para escribir texto. Correo electrónico Haga clic o pulse aquí para escribir texto.	Firma autorizada: _____ Fecha Haga clic o pulse aquí para escribir texto. Nombre Haga clic o pulse aquí para escribir texto. Cargo: Haga clic o pulse aquí para escribir texto. Correo electrónico Haga clic o pulse aquí para escribir texto.
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Contract for Goods and/or Services
Between the United Nations Development Programme and _____

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP ☐ Request for Quotation ☐ Request for Proposal ☐ Invitation to Bid ☐ direct contracting Number and Date:	
2. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: YES	
5. Subject Matter of the Contract: ☐ goods ☐ services ☐ goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount:	
9a. Advance Payment:	
10. Total Value of Goods and/or Services: ☐ below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply ☐ below US\$50,000 (Goods or Goods and Services) – UNDP General Terms and Conditions for Contracts apply ☐ equal to or above US\$50,000 (Goods <i>and/or</i> Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: ☒ fixed price ☐ cost reimbursement	
12. Contractor's Name: Address: Country of incorporation: Website:	
13. Contractor's Contact Person's Name:	

Title: Address: Telephone number: Fax: Email:
14. UNDP Contact Person's Name: Title: Address: Telephone number: Fax: Email:
15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. [UNDP General Terms and Conditions for Contracts]
3. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [~~delete if not applicable~~].
4. The Contractor's Technical Proposal and Financial Proposal, dated [~~insert date~~], as clarified by the agreed minutes of the negotiations meeting, dated [~~insert date~~]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS FOR

CONTRACTS

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

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

- 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

- 2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.
- 2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

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

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

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

- 3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.
- 3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.
- 3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.
- 3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
- 3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
- 3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.
- 3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

- 4.1 **FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
 - 4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
 - 4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
 - 4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

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

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

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

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

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

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

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

5. ADVANCE PAYMENT:

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

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

6. SUBMISSION OF INVOICES AND REPORTS:

- 6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
- 6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

- 7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

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

- 8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.
- 8.2** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 8.4** At the option of and in the sole discretion of UNDP:
- 8.4.1** the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;
- 8.4.2** any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,
- 8.4.3** in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.
- 8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall

be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

- 8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.
- 8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:
- 8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;
- 8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.
- 8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.
- 8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas

authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and

(ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

9. ASSIGNMENT:

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

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

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

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

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

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

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

performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

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

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract

(including, but not limited to, in any “[INCOTERM 2020](#)” 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 2020](#)” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

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

- 11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- 11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- 11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- 11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 11.5.5 The Goods are new and unused;
- 11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;
- 11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,
- 11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

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

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

- 11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,
- 11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,
- 11.7.3 replace the Goods with Goods of equal or better quality; *and*,
- 11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

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

11.9 **TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but

not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

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

12. INDEMNIFICATION:

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

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

or other intellectual property right of any third party; or,

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

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

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

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

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

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of

UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

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

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

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

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

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or

anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

- 13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
 - 13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.
- 13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

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- 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*,

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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 nonlegal 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, postpayment 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/ag_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract

UNITED NATIONS DEVELOPMENT PROGRAMME

REGIONAL HUB /REGIONAL BUREAU FOR LATIN AMERICA AND THE CARIBBEAN

PREVENTION OF SEXUAL HARASSMENT IN THE WORKPLACE AND SEXUAL EXPLOITATION AND ABUSE

UNDP does not tolerate harassment and/or abuse of authority at the workplace or in connection with work in any form. Such behavior or conduct is contrary to the Charter of the United Nations, the Staff Rules and to the Standards of Conduct for the International Civil Service Staff Rule 1.2 (e) provides that:

"Any form of discrimination or harassment, including sexual or gender harassment, as well as physical or verbal abuse at the workplace or in connection with work, is prohibited."

Staff members and non-staff personnel exhibiting such behavior or conduct may be subject to administrative, disciplinary or contractual measures, as appropriate.

A. SEXUAL HARASSMENT

Sexual harassment (SH) is any improper and unwelcome conduct by staff member or non-staff personnel against another staff member or non-staff personnel in the workplace. Being about impact, not intent, it includes:

- Any unwelcome sexual advance;
- Request for sexual favor;
- Verbal or physical conduct or gesture of a sexual nature;
- Any other behavior of a sexual nature (including pornography, sexually colored remarks) that has or that might reasonably be expected or be perceived to cause offense or humiliation to another.

Harassment may be present in the form of words, gestures, electronic communication forms, or other actions that annoy, alarm, abuse, demean, intimidate, belittle, or cause personal humiliation or embarrassment to another, or cause an intimidating, hostile or offensive work environment.

I. Key Contacts

- Office of Human Resources
E-mail: harassment.ohrfocalpoint@undp.org
Telephone: +1 (212) 906-5254
- Office of the Ombudsman
E-mail: ombudsmediation@fpombudsman.org
Website: <http://fpombudsman.org>
Telephone: +1 (646) 781-4083
- UNDP Office of Audit and Investigation
E-mail: mailto:reportmisconduct@undp.org
Telephone: +1 (877) 557-8685 (within the US)
+1 (770) 776-5678 (worldwide)
- UNDP Ethics Office

E-mail: ethicsoffice@undp.org

Website: <http://www.undp.org/content/undp/en/home/accountability/ethics.html> Telephone: +1 (212) 909-7840

II. Abuse of Authority

The abuse of authority is the improper use of a position of influence, power or authority by staff member or non-staff personnel against another staff member or non-staff personnel or a group thereof. This is particularly serious when the person in question uses his or her influence, power or authority to arbitrarily influence the career or employment conditions.

Abuse of authority can include a one-time incident or a series of incidents. It may also consist of conduct that creates a hostile or offensive work environment, which includes, but is not limited to, the use of intimidation, threats, blackmail or coercion.

III. Protection Against Retaliation

Retaliation by a staff member against staff member or non-staff personnel as a result of good faith report of workplace harassment or abuse of authority or good faith cooperation with a preliminary assessment or investigation into an allegation of workplace harassment or abuse of authority, is prohibited.

Retaliation constitutes misconduct, which if established, will lead to disciplinary action and/or transfer to other functions in the same or a different office.

For updates and more information on sexual harassment:

Website: <https://intranet.undp.org/sexualharassment>

For 24 hour, free and confidential helpline to report and for support:

Telephone: +1 (800) 507-3321

B. SEXUAL EXPLOITATION AND ABUSE

Sexual exploitation and abuse (SEA) is any actual or attempted abuse of sexual nature by UNDP personnel of individuals from the local population (e.g. beneficiaries, members of the general public, vendors, etc.). Prohibited behavior includes:

- Sexual activity with a child (a person under the age of 18);
- Exchange of money, food, employment, goods, assistance, or services for sex or sexual favors;
- Sex with prostitutes - even though in some countries, prostitution is tolerated and/or legal;
- Use of a child or adult to procure sex for others.

For catered information with regards to specific role and responsibilities as a staff member, focal point or senior manager:

Website: <https://intranet.undp.org/unit/ohr/psea/SitePages/Home.aspx>

Website: <https://www.un.org/preventing-sexual-exploitation-and-abuse/>

As Company engaged to provide services with UNDP, I have read and will comply with the information included in this annex.

COMPANY

Legal Representative

Signature: _____

Date: _____

