REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)

United Nations Development Programme
3 50th Anniversary str., Baku, Azerbaijan

DATE: November 19, 2020
REFERENCE: RFP for two Lot services in the frame of Nationally Appropriate Mitigation Actions (NAMAs) for low-carbon end-use sectors in Azerbaijan, 00090628:
Lot 1, Provision of publishing/printing services of the NAMA project reports in a Guidebook/Brochure format.
Lot 2, Provision of services for development of a video/movie documentary about the objectives, progress, results, lessons-learned and follow-up awareness-raising on the energy efficiency;

Dear Sir / Madam:

We kindly request you to submit your Proposal for RFP for 2 Lot services in the frame of Nationally Appropriate Mitigation Actions (NAMAs) for low-carbon end-use sectors in Azerbaijan, 00090628: Lot 1. Procurement of a company for development of a video/movie documentary about the objectives, progress, results, lessons-learned and follow-up awareness-raising on the energy efficiency Lot 2. Procurement of a company for publishing/printing of the NAMA project reports in a Guidebook/Brochure format. Activities within this assignment is planned to be held during the December 2020.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Thursday, November 26, 2020 and via email to the address below:

procurement.aze@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days.

Your Financial Proposal must be provided with password protection and passwords to financial proposals shall NOT be provided until requested by UNDP. The financial/price information shall not be visible/indicated in Technical Proposal. Once technical evaluation completed, UNDP will request the password for financial proposals from the companies that pass technical evaluation.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.
Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Subhan Ahmadov
Subhan Ahmadov, Operations Manager
UNDP, Azerbaijan
### Description of Requirements

<table>
<thead>
<tr>
<th>Context of the Requirement</th>
<th>The “Nationally Appropriate Mitigation Actions (NAMAs) for low-carbon end-use sectors in Azerbaijan” Project’s objective is to reduce the annual growth rate of greenhouse gases (GHG) emissions from the energy end-use sectors. The project will target 3 (three) energy end-use sectors, namely Buildings, Transport and Associated Gas Capture. The specific objective of project is to support State Oil Company of Azerbaijan Republic (SOCAR) in the implementation of its Climate Change Mitigation Strategy by promoting and upscaling GHG mitigation measures through a programmatic NAMA approach in the low carbon end-use sectors. SOCAR, being in the core business of oil &amp; gas production, processing and distribution, is a major energy user and GHG emitter and is the main stakeholder of project and implementing partner to further the Company’s long-term sustainable development strategy. It will simultaneously target the country’s institutional &amp; policy framework, address appropriate mechanisms and result in activities to realise significant GHG emission reduction achievements in the long term. As a result of implemented activities the following achievements were gained under the 3 components of the NAMA project. Progress to date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>➢ Install retrofits in new and existing residential, service and public buildings. Renovation and reconstruction works have been carried out in 6 buildings of SOCAR facilities. Installation of 6 Wind Turbines with total installed capacity of 24 kw, installation of Solar PV Panels with total capacity of 63 kw have been carried out in Garadag, Gala settlement and Azerkimya facility in Sumgayit. As a result of implementing energy efficiency renovating and retrofitting activities in buildings it was possible to achieve 35% energy savings in six service and administrative buildings with total area of 10000 square meters. ➢ Activities directed to the renovation of SOCAR Transport Fleet have also been carried out. 4 (four) energy efficient hybrid cars with engine that transforms energy produced from combustion into electric energy were purchased and transferred to SOCAR by UNDP in the framework of NAMA Project. Fuel consumption and pollution to the environment from usage of such cars are a lot lower than that of conventional cars. Presently, the calculations of fuel consumption, air pollution and EE benefits are being done. As a continuation of these works Eco-driving Simulator was purchased and handed over to SOCAR in order to train SOCAR Transport Fleet drivers. This will be used as a pilot for setting an example for private sector as well for measures directed to Energy Efficiency strategies. By purchasing four energy efficient vehicles, eco-driving simulator for SOCAR transport fleet and by conducting continuous eco-driving trainings for the drivers of SOCAR 8-10% energy savings were achieved in transport. It must be noted that after seeing the results of energy efficient vehicles SOCAR purchased 3 EE vehicles too based on financial contribution. ➢ Associated Gas Capture component has started in February 2017 with the recruitment of International Consultant and Local Experts. After several site visits and analysis of data International Consultant has prepared Inception Report which indicated the planned activities for the implementation of the component. Siyazanneft has 63 active wells fielded into three oilfields, which are in total 55km long and 3km wide. The wellheads release associated petroleum gas (APG) to the environment. The mission in this programme was to capture the associated gas (70-80 percent of it being methane) and distribute it to the end-user consumers living in the nearby villages of Siyazan. On 23.09.2019 the opening ceremony of the gas compressors took part in the Siyazan with the participation of high officials from UNDP Azerbaijan and SOCAR and media representatives. As a result of installation of gas compressors nearly 7 mln cubic metres of gas that has previously been vented into the atmosphere every year, will from now on be collected through this new gas capturing technology which can then be delivered to approximately 600 households in 12 villages. More than 2500 people had never had access to clean fuels. They used wood from the Siyazan forests, kerosene, coal and other harmful fuels to provide heat in the homes and to cook their food.</td>
</tr>
</tbody>
</table>
As a result of the implemented works and to validate the new baseline scenarios and GHG emission targets, the MRV Guideline for Azerbaijan has been developed and presented to SOCAR and MENR.

The GHG marginal abatement cost curves on buildings and transport component and emission reduction policies and action plans have been developed. The NAMA based investment program of C02 reductions based on MACC has been completed.

<table>
<thead>
<tr>
<th>Implementing Partner of UNDP</th>
<th>SOCAR</th>
</tr>
</thead>
</table>

**LOT 1**

**DESCRIPTION OF ASSIGNMENT**

Publishing/printing of NAMA project reports on four following components of the project as colored Guidebooks/Brochures.

- Green Building (s);
- Sustainable Transportation;
- Measurement, Reporting and Verification;
- Marginal Abatement Cost Analysis.

1. Number of Guidebooks/Brochure – 4 Guidebooks/Brochures, 100 copies each (400 pieces in total);
2. Depending on the containing information each copy of the Guidebooks/Brochures will consist of 80-100 pages;
3. Dimensions of Guidebooks/Brochures – nonstandard format, the size is 21x21 cm;
4. The Guidebooks/Brochures will contain colored, laminated and shiny cover page and colored and conventional/matte pages with pictures.
5. The cover page thickness will be 250 gr. and the pages’ thickness will be 150 gr.

Colored Guidebooks/Brochures on four components of NAMA project– 4 pieces, 100 copies of each piece (400 in total), each copy containing 80-100 pages.

The authority/ownership of the printed materials will belong to UNDP.
### Brief Description of the Required Services

The company, after getting acquainted with the objectives, progress, and results achieved so far under the project, including on necessary legislative, regulatory changes and preparations for pilot project will prepare a script of 12-15 minutes documentary movie (without subtitles) about perspectives of sustainable energy development in Azerbaijan based on the results of NAMA project.

While doing this work the company will have to:

1) Collect, review and analyze information necessary for the successful script writing;
2) Communicate with relevant people and all major stakeholders to get a better understanding about opportunities and challenges to develop sustainable energy in Azerbaijan;
3) Undertake necessary travels to the shooting sites;
4) Prepare a script of the documentary;
5) Prepare the list of all interviews and background text;
6) Make all necessary shootings for the documentary, including interviews;
7) Make necessary amendments to the script;
8) Provide the Project Team with the final script for its approval;
9) Assemble the movie of about 12-15 minutes long;
10) Do whatever other steps could be required for successful film creation, which will be discussed and agreed in advance with the Project Team.

### List and Description of Expected Outputs to be Delivered

The above-listed scope of assignment under the assignment shall lead to the development/preparation of a 12-15 minutes documentary movie both in Azerbaijani and English languages.

The delivery will include:

- a) Script of documentary movie in Azerbaijani and English languages with the description of all necessary elements of shooting and assembling;
- b) Background text;
- c) List of all necessary interviews to be taken and all sites that will need to be shoot;
- d) Assembled documentary movie including infographics both in Azerbaijani and English languages;
- e) The documentary movie must be handed over to UNDP/NAMA project as soft product;
- f) The authority/ownership of the video will belong to UNDP.

### Person to Supervise the Work/Performance of the Service Provider

**Nazim Mammadov, NAMA Project Manager**

### Frequency of Reporting

*Based upon deliverables the company submits period reports on the progress of work*

### Progress Reporting Requirements

There should be regular communication with the Project Manager regarding the progress of video development and publishing works. All required amendments/changes must be reported to the Project Manager and approved by him.

### Location of work

- **Exact Address/es**

The following project sites will be used for shooting footage for video/movie documentation preparation:

- SOCAR Ecopark in Gala settlement
- SOCAR Waste Management Center in Garadag
- SOCAR Azerkimya PU in Sumgayit
- SOCAR Transport Department
- Siyazan oil and gas fields
**Expected duration of work**
The company will be engaged for a period of 30 (thirty) consultancy days (18 consultancy days for video development and 12 consultancy days for publishing /printing works) during December 2020. The proposal should have a time-table with the dates of finalization of tasks and final handover of the ready materials no later than 30 December 2020.

<table>
<thead>
<tr>
<th><strong>Target start date</strong></th>
<th>01 December 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Latest completion date</strong></td>
<td>30 December 2020</td>
</tr>
</tbody>
</table>

**Travels Expected**
The representatives of the company are expected to travel to the following project sites to take/shoot the required footages:

- SOCAR Ecopark in Gala settlement
- SOCAR Waste Management Center in Garadag
- SOCAR Azerkimya PU in Sumgayit
- SOCAR Transport Department
- Siyazan oil and gas fields

**Special Security Requirements**
None

**Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)**
None

**Implementation Schedule indicating breakdown and timing of activities/sub-activities**
☒ Not Required

**Names and curriculum vitae of individuals who will be involved in completing the services**
☒ Required

**Currency of Proposal**
☒ United States Dollars
☐ Euro
☐ Local Currency AZN

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

**Validity Period of Proposals (Counting for the last day of submission of quotes)**
☐ 60 days
☒ 90 days
☐ 120 days

In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

**Partial Quotes**
☒ Permitted
☐ Not permitted
As it is Lot based process the companies may apply to one lot or both of the lots. Evaluation will be conducted for each Lot.

### Payment Terms

The payment both for the video development and publishing/ printing works will be paid in 2 (two) equal tranches of 50%.

- **For Lot 1** - the first tranche of 50% will be paid upon submission of preliminary version of the materials to the Project Manager for review and approval. And the second tranche of 50% will be paid upon completion and acceptance of the published/ printed Guidebooks/Brochures by the Project Manager.  
- **For Lot 2** - the first tranche of 50% will be paid upon submission of the video’s draft version to the Project Manager for review and approval. And the second tranche of 50% will be paid upon completion and acceptance of the documentary movie/video by the Project Manager.

### Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment

- Project Manager

### Type of Contract to be Signed

- ☒ Purchase Order
- ☒ Contract for Goods and Services
- ☐ Contract for Professional Services
- ☐ Long-Term Agreement *(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)*
- ☐ Other Type of Contract [pls. specify]

### Criteria for Contract Award

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

### Criteria for the Assessment of Proposal

- Please, see the QUALIFICATION CRITERIA OF THE CONTRACTOR below.
- The Administrative requirements are as indicated below:
  - Written Self-Declaration
  - Latest Business Registration Certificate
  - Acceptance of all UNDP General terms and conditions
  - Validity of proposals 90 days
  - Company profile
  - Track records
  - Proposed methodology (detailed approach)
  - CVs of experts and key personnel
  - Price VAT excluded
Evaluation will be Cumulative evaluation that takes into account both financial offer and the technical expertise of the potential bidders. A two-stage procedure has been utilized in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being reviewed and compared. The Price Component be reviewed only for those companies whose Technical Component meets the requirements for the assignment. The total number of points which company may obtain for both components is 100.

The technical component, will be evaluated using the following criteria:

- Company Background and Experience - 40 points;
- Proposed Methodology - 20 points;
- Qualifications of Proposed team members - 40 points.

Then, this total amount of sub-points (total amounts of sub-points could be 100) was multiplied by 0.7 to calculate total weighted amount for technical proposal.

If the substantive presentation of a technical proposal achieves the minimum of 49 (70 points multiplied by 0.7) points, the competitiveness of the offered consultancy expenses will be taken into account in the following manner:

1. The total amount of points for the fees component is 30. The maximum number of points shall be allotted to the lowest fees proposed that is compared among those invited individuals which obtain the threshold points in the evaluation of the technical proposal. All other proposals shall receive points in inverse proportion to the lowest fees; e.g; [30 Points] x [US$ lowest]/[US$ other] = points for other proposer’s fees.

---

**UNDP will award the contract to:**

☐ One and only one Service Provider
☒ One or more Service Providers, depending on the following factors:

*As it is Lot based process the companies may apply to one lot or both of the lots. Evaluation will be conducted for each Lot based on the methodology indicated above.*

**Annexes to this RFP**

☒ Form for Submission of Proposal (Annex 2)
☒ General Terms and Conditions / Special Conditions (Annex 3)
☒ Detailed TOR [optional if this form has been accomplished comprehensively]
☐ Others [pls. specify]

**Contact Person for Inquiries (Written inquiries only)**

Nazim Mammadov  
Project Manager  
nazim.mammadov@undp.org

Cc to procurement.aze@undp.org

*These emails are only for questions. The proposals shall be submitted only to the email address indicated in the 1st page.* Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

**Other Information [pls. specify]**
FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery)

To: Nazim Mammadov,
United Nations Development Programme
3 50th Anniversary str., Baku, Azerbaijan

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 11/19/2020, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. **Qualifications of the Service Provider**

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

| a)  | Written Self-Declaration |
| b)  | Latest Business Registration Certificate |
| c)  | Acceptance of all UNDP General terms and conditions |
| d)  | Validity of proposals 90 days |
| e)  | Company profile (Have at least 2 years of experience in documentary movie/video creation (The company must be highly creative, innovate and sensitive to be able to collect necessary information and turn it into the script, and then, documentary movie))/ have at least 2 years of experience in publishing/printing of Guidebooks/Brochures, booklets, other printing materials; |
| f)  | Track records (Experience in working and creating documentary movies and clips for international organizations is advantage. List of international organizations and relevant works or projects performed for them should be presented./ Experience in working and for international organizations for publishing works is advantage); |
| g)  | CVs of experts and key personnel. |
| h)  | Price VAT excluded. |
B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP: providing a detailed description of the essential performance characteristics, reporting/communication conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

In carrying out this assignment, the selected contractor will directly report to the National Project Manager and will work closely with the project team.

C. Qualifications of Key Personnel

*If required by the RFP, the Service Provider must provide:*

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

b) CVs demonstrating qualifications must be submitted. Perfect knowledge of Azerbaijani language by the script-writing team’s leader and members is essential; Knowledge of English by the script writer is advantage.

D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Deliverable 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Deliverable 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 ....</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component  *[This is only an Example]:*

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Personnel Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Services from Field Offices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Services from Overseas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>II. Out of Pocket Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Travel Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Daily Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>3. Communications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Reproduction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Equipment Lease</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**III. Other Related Costs**

[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;
8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

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

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

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

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
13.2.2.2 any entity over which the Party exercises effective managerial control; or,
13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

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

14.0 **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is
engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

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

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award
punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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