



## REQUEST FOR PROPOSAL (RFP)

United Nations Development Program  50 <sup>th</sup> Anniversary str,3 Baku, Azerbaijan	<b>DATE:</b> 05.09.2022
	<b>REFERENCE:</b> Video production Joint SDG fund 06/2022

Dear Sir / Madam:

We kindly request you to submit your quotation for the provision of Video Production service within the UNDP project on “Joint SDG Fund”, as detailed in Annex 3 (TOR) of this RFQ. When preparing your quotation, please use the form attached hereto in the Annex 2.

The quotations must be submitted on or before **18:00 (by local time) on the 19 September 2022**, via email to the address below:

To: [procurement.aze@undp.org](mailto:procurement.aze@undp.org)

***Subject: RFP for Video production***

Provide consultancy services for preparation of the short videos where selected high-level officials will deliver a brief message on the importance of the SDGs.

**The Proposer is required to prepare Financial Proposal in a password protected file separate from the Technical Proposal. The passwords to financial document shall not be provided if not officially requested by UNDP.**

Your Proposal must be submitted in **English** and must be valid for a minimum period of **90 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the above address 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,  
Subhan Ahmadov  
OM, UNDP Azerbaijan

DocuSigned by:  
*Subhan Ahmadov*  
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## Annex 1

## Description of Requirements

Context of the Requirement	<p><b>1. BACKGROUND/OVERVIEW</b></p> <p>Over the last years, Azerbaijan has demonstrated its firm commitment towards achieving the 2030 Agenda. The President of the Republic of Azerbaijan issued the Decree in 2016, to establish the National Coordination Council for Sustainable Development - a key partner for the United Nations to channel its support to the Government of Azerbaijan since then.</p> <p>“Sustainable, Integrated and Gender Inclusive Finance Framework for Azerbaijan, Beyond Oil” project supports the national mechanisms for coordination of SDGs implementation, alignment of national planning, budgeting, financing, and monitoring frameworks with the Agenda 2030, and relevant capacity building and advocacy efforts. Furthermore, this project focuses on an integrated response to the need of the government of Azerbaijan to optimize resource allocation towards national development priorities and their alignment with the SDGs agenda.</p> <p><b>2. OBJECTIVE OF THE ASSIGNMENT</b></p> <p>The overarching goal of this assignment is to raise understanding regarding the importance and requirements of the Agenda 2030 goals. Under direct supervision of UNDP project officer and in collaboration with the key counterparts, the Service Provider will aim to produce short videos where selected high-level officials will deliver a brief message on the importance of the SDGs. The assignment will be led by UNDP and National Coordination Council for Sustainable Development in collaboration with other key government stakeholders.</p>
Brief Description of the Required Services	<p><b>3. SCOPE OF WORK</b></p> <p>The selected Service Provider will work closely under the direct supervision of the UNDP team and work closely with the government partners. UNDP will ensure detailed monitoring and progress controls, including reporting requirement, frequency, format, and deadlines. Upon completion of each delivery, the Service Provider will provide the report on deliverables and related materials/results of work.</p> <p>The list of the speakers for the videos will be provided by UNDP and its partners. The scope of work will be around the following essential functions:</p> <p><b>Technical Specifications:</b></p> <ul style="list-style-type: none"> <li>• Production of 11 videos (script writing, interviews, videography, editing, audio</li> </ul>

	<p>balancing, subtitling, format exporting, archiving raw and edited work etc.). All videos produced must be of the highest quality to adequately represent the organization. The optimal standards are: 1080 25p/1080 29.97p or 30p. All material should be shot in 16:9, HD 1080 4K or any recent video format use by the professional. Video shootings should be done with at least 2 same quality cameras to provide alternative angles during interviews. The length of each video will be up to 3 minutes with 30 seconds short version for each one.</p> <p>Minimum Camera requirements:</p> <ul style="list-style-type: none"> <li>- Sensor with (6144 X 3456) resolution (16:9)</li> <li>- 60 fps @ 5744 X 3024 (17:9)</li> <li>- 120 fps @ 2.8K (2868 X 1512) (17:9) – crop mode</li> <li>- True anamorphic 6:5 mode in 3.7K @ 60fps (3728 X 3104)</li> <li>- ISO – Native ISOs at 400 and 3200 (maximum ISO of 25,600)</li> </ul> <p><b>Pre-shooting phase:</b></p> <ul style="list-style-type: none"> <li>• Drafting of the working script along with the storyboard before filming</li> <li>• Coordinate the process with the 11 interviewees, which will include to setting the appointments, selecting a venue for the video shooting, setting up and other activities. The list of interviewees will be provided by UNDP. SDG related topics of interviews will be defined mutually by UNDP and Vendor. Based on topics defined Vendor will develop and propose scenarios and questions subject to final approve of UNDP.</li> <li>• Collect, review, and analyze information necessary for the successful script writing.</li> <li>• Communicate with relevant people and all major stakeholders to get a better understanding about importance of the SDGs.</li> </ul> <p><b>During shooting phase:</b></p> <ul style="list-style-type: none"> <li>• The contractor shall use their own quality video cameras and other shooting equipment (tripod, rig, illuminating, microphone etc.) and professional editing software.</li> <li>• All necessary lightning equipment should be provided to get the perfect lightning setup for each video interview.</li> </ul> <p>Minimum requirements for lighting:</p> <ul style="list-style-type: none"> <li>- The luminous efficacy of 92 lumens/watt;</li> <li>- Color Rendering Index (CRI) greater than 90 at 6000K;</li> <li>- An open-face, lensless fixture that combines the characteristics of a PAR and a Fresne;</li> <li>- Auto Scan for working at frequencies up to 1200 Hz;</li> <li>- Advanced features to various lamp heads, including 575, 800, 1200, and 1800W lamps;</li> <li>- Active Line Filter;</li> </ul> <ul style="list-style-type: none"> <li>• The audio recording of the interviewee’s voice is the one of the most important elements of this production. The contractor should use primary microphone (shotgun), backup microphone (lavalier microphone), and separate recording equipment.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Shootings should be done by the camera crew that consists of professionals-at least one operator, one sound and one lighting engineer, one production designer, one make-up artist, and one production manager.</li> <li>• Production designer should be considered in preparation of video scenes including preparation of sketches and setting of scenes of the videos according to the place, lecturer, script and other details;</li> <li>• Make-up artist should be considered to be ensure that makeup style of involved people is consistent during the entire shooting of the videos;</li> </ul> <p><b>Post-production video phase:</b></p> <ul style="list-style-type: none"> <li>• Edit the footage in line with the scenario for shorter version</li> <li>• Record and edit narration/voice over where needed in according with guidance from relevant key.</li> <li>• Ability to insert graphical elements, such as keywords being said by interviewers.</li> <li>• Develop digital content for social media in collaboration with the communication team.</li> <li>• Embed sub-titles in the video as per need.</li> <li>• Audio balance the final product and convert it in formats for use on TV, radio, web, social media.</li> <li>• Provide external audio input to the production environment.</li> <li>• Archive the edited output in an external hard disk along with professional log.</li> <li>• All information and products produced by Contractor under this assignment will remain property of the UNDP.</li> </ul>						
List and Description of Expected Outputs to be Delivered	<p>The assignment is planned to start on 25 September 2022 and continue to 25 January 2023.</p> <p>Supposed place of work is Baku.</p> <p>It is envisaged that the selected service provider will submit the following deliverables:</p> <p style="text-align: center;"><b>1. DELIVERABLE, TIMETABLE, &amp; PAYMENT MODALITIES</b></p> <p>The Service Provider should be available immediately. The payment will be done due to the following schedule:</p> <table border="0" style="width: 100%; margin-top: 20px;"> <thead> <tr> <th style="text-align: center;"><b>Deliverable</b></th> <th style="text-align: center;"><b>Payment</b></th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">Workplan, including draft schedule, key messages, draft script.</td> <td style="vertical-align: top;">30% of the total amount after acceptance of deliverable by UNDP</td> </tr> <tr> <td style="vertical-align: top;">Production of 2 videos</td> <td style="vertical-align: top;">10% of the total amount after acceptance of deliverable by UNDP</td> </tr> </tbody> </table>	<b>Deliverable</b>	<b>Payment</b>	Workplan, including draft schedule, key messages, draft script.	30% of the total amount after acceptance of deliverable by UNDP	Production of 2 videos	10% of the total amount after acceptance of deliverable by UNDP
<b>Deliverable</b>	<b>Payment</b>						
Workplan, including draft schedule, key messages, draft script.	30% of the total amount after acceptance of deliverable by UNDP						
Production of 2 videos	10% of the total amount after acceptance of deliverable by UNDP						

	<p>Production of 4 videos                      20% of the total amount after acceptance of deliverable by UNDP</p> <p>Production of 5 videos                      40% of the total amount after acceptance of deliverable by UNDP</p> <p>-    <b><u>Team Leader –</u></b> Minimum of 7 years of experience in video/film production will be considered.</p> <p>-    <b><u>Video operator –</u></b> Minimum of 5 years of experience in video filming (2 years of interview shooting experience is must)</p> <p>-    <b><u>Sound and lightning engineer –</u></b> Minimum of 5 years of experience in the relevant field</p> <p>-    <b><u>Production designer –</u></b> Minimum of 5 years of experience as production designer in video filming</p> <p>-    <b><u>Make-up artist –</u></b> Minimum of 5 years of experience in the relevant field</p> <p>-    <b><u>Production manager –</u></b> Minimum of 5 years of experience in the relevant field</p>
Person to Supervise the Work/Performance of the Service Provider	Project coordinator
Frequency of Reporting	Based upon deliverables (Company/institution will submit final products as a last deliverable)
Progress Reporting Requirements	Final deliverables/products shall be submitted and approved by the Project officer
Location of work	Baku
Expected duration of work	<b><u>13 weeks</u></b>
Target start date	25.09.2022
Latest completion date	25.01.2023

Travels Expected	Travel is not expected under this assignment.
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<i>The project will support the activities respectively.</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	✓ Required
Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required
Currency of Proposal	✓ <b>United States Dollars</b>
Value Added Tax on Price Proposal	✓ <b>must be exclusive of VAT and other applicable indirect taxes</b>
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	✓ <b>90 days</b>  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	✓ Not permitted

Payment Terms	The payment will be done to the Company after successful completion of each deliverable.							
	<b>Deliverables</b>	<b>Percentage</b>	<b>Timing</b>	<b>Condition for Payment Release</b>				
	Workplan, including draft schedule, key messages, draft script.	30% of the total amount	3 <sup>rd</sup> week of the assignment	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.				
	Production of 2 videos	10% of the total amount	5 <sup>th</sup> week of the assignment					
	Production of 4 videos	20% of the total amount	8 <sup>th</sup> week of the assignment					
Production of 5 videos	40% of the total amount	13 <sup>th</sup> week of the assignment						
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Officer							
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services							
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution, for details see ToR attached as an annex 4) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.							
Criteria for the Assessment of Proposal	<table border="1"> <tr> <td>1.</td> <td>Bidder's qualification, capacity and experience</td> <td>35%</td> <td>35</td> </tr> </table>				1.	Bidder's qualification, capacity and experience	35%	35
1.	Bidder's qualification, capacity and experience	35%	35					



2.	Proposed Methodology, Approach and Implementation Plan	30%	30
3.	Management Structure and Key Personnel	35%	35
<b>Total</b>			<b>100</b>
<p>Combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <p><u>Rating the Technical Proposal (TP):</u>  <b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u>  <b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u>  (TP Rating) x (Weight of TP, e.g. 70%)  + (FP Rating) x (Weight of FP, e.g., 30%)</p> <p><b>Total Combined and Final Rating of the Proposal</b></p> <p><b>Note 1:</b> offers that are rated 70% and above will be short listed for final decision to select the Contractor.</p> <p><b>Note 2:</b> The Contractor will be responsible for all issues connected to the implementation of tasks, including payment of lump sum.</p>			
UNDP will award the contract to:	✓ Only one Service Providers, depending on the following factors: Technically and financially responsive offers		
Annexes to this RFP	✓ Form for Submission of Proposal (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3)		

<p>Contact Person for Inquiries</p> <p>(Written inquiries only)</p>	<p><i>For clarifications/questions please send your written quires to the email addresses below:</i></p> <p><b><i>The offers/questions/clarifications shall be submitted only to <a href="mailto:procurement.aze@undp.org">procurement.aze@undp.org</a> email as mentioned in the 1<sup>st</sup> page above.</i></b></p> <p><b><i>Note: Bidders submitting the offers/questions/clarifications to any other emails not indicated in the RFP will be disqualified.</i></b></p> <p>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.</p>
<p>Other Information <i>[pls. specify]</i></p>	

**Annex 2**

**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL**

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

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[Insert: *Location*].

[Insert: *Date*]

To: [insert: *Name and Address of UNDP focal point*]

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

*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:*

*The company/institution should provide:*

- X** Technical proposal, methodological approach to work
- X** Financial proposal, password protected
- X** Certificate of Registration of the business
- X** At least five-years of work experience in relative field
- X** Proven track record of video works (at least 3 video shooting of interview). This should include the information about minimum 3 assignments fulfilled in the past with short description of the assignment, link to the video, ordering company name and contact person for reference.

- X Necessary technical base and equipment list
- X Statement of Satisfactory Performance at least from the top two Clients
- X List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements
- X VAT excluded from the financial offer

**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 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.*

**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 if required by the RFP*

**D. Cost Breakdown per Deliverable\***

**The financial proposal must be password protected and separated from RFP. It and shall not be provided until its requested by the procurement office of UNDP.**

The payment will be done to the Company after successful completion and submission of each deliverable.

Stage no	Description of the deliverable	Payment term (in % of total contract value)	Total sum in USD
1	<b><i>Deliverable 1</i></b>	30%	
2	<b><i>Deliverable 2</i></b>	10%	
3	<b><i>Deliverable 3</i></b>	20%	
4	<b><i>Deliverable 4</i></b>	40%	

E. **Cost Breakdown by Cost Component:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
Team leader				
Video operator				
Sound and lightning engineer				
Production designer				
Make-up artist				
Production manager				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance <sup>1</sup>				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Translation of documents				
7. Others (please specify)				
<b>III. Other Related Costs</b>				
<i>Please specify</i>				
<i>Grand Total</i>				

*[Name and Signature of the Service Provider's  
Authorized Person]*

*[Designation]*

*[Date]*

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***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**



- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the

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

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

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

## **15.0 TERMINATION**

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

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

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

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

**17.0 PRIVILEGES AND IMMUNITIES:**

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

**18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and

Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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