

**REQUEST FOR QUOTATION (RFQ)**

|  |  |
| --- | --- |
| NAME, ADDRESS & E-MAIL OF FIRM/OFFEROR:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE: 09 March 2017 |
| REFERENCE: **RFQ 471**  TITLE: **Long-Term Agreement (LTA) for Translation Services from:**   1. **English into Macedonian.** 2. **Macedonian into English.** 3. **BCMS into Macedonian.** 4. **Macedonian into BCMS.** 5. **English into Romanian.** 6. **Romanian into English.** 7. **BCMS into Romanian.** 8. **Romanian into BCMS.** 9. **English into Russian.** 10. **Russian into English.** 11. **BCMS into Russian.** 12. **Russian into BCMS.** 13. **BCMS into English.** 14. **English into BCMS.**   \* The acronym BCMS stands for Bosnian, Croatian, Montenegrin and Serbian. |

Dear Sir / Madam:

We kindly request you to submit your quotation for provision of works indicated under “REFERENCE” field above as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations must be submitted on or before the **time and date indicated below under the field “Deadline for Submission of Proposal”,** via *e-mail or courier mail* to the address below:

**United Nations Development Programme (UNDP)**

**Bulevar Zorana Djindjica 64, 11070 Belgrade**

**or**

[**procurement.rs@undp.org**](mailto:procurement.rs@undp.org)

Attention:

**Indicate “REFERENCE” RFQ number from above in the Subject of all correspondence**

Quotations submitted by email must be limited to a maximum of 7MB, virus-free and no more than 3 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned goods/services:

|  |  |
| --- | --- |
| Exact Address/es of Delivery Location/s (identify all, if multiple) | **UNDP (SEESAC)**  **Bulevar Zorana Djindjica 64**  **11070 Novi Beograd, Serbia** |
| Contract Modality and  Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)* | **X Long-Term Agreement (LTA) will be signed with the selected company/companies for the period of 1 year, with possibility of extension for additional 2 years (pending satisfactory performance of the Contractor/s).**  **Each future assignment under this LTA will be separately contracted through the Institutional Contract modality where all specific requirements and conditions will be stipulated, to include the deadline for delivery of each specific service.** |
| Delivery Schedule | **X Delivery Schedule will be part of requirements of each specific assignment under the LTA within the Institutional Contract/s signed with the selected company/companies.** |
| Preferred  Currency of Quotation | X United States Dollars (USD) |
| Value Added Tax on Price Quotation | X Must be exclusive of VAT and other applicable indirect taxes |
| Warranty and After-sales services required | X Not applicable |
| Deadline for the Submission of Quotation | **23 March 2017 by 17:00 CET**  Remark: Late bids will not be taken into consideration. |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | **X English** |

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| Documents to be submitted | X Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;  X Quality Certificates (ISO, etc.), if any;  X Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;  XDocuments Establishing Offeror’s Eligibility & Qualifications   * **Company Profile**, which should include a short description of the company and other relevant information concerning the RFQ requirements (it should not exceed two (2) pages). In addition, the company is invited to include printed brochures and product catalogues relevant to the services being procured. * **Certificate of Registration** of the business, including Articles of Incorporation, or equivalent document if the Bidder is not a corporation (copy of Registration from APR for Serbian companies); * **Income Statement and Balance Sheet for 2014 and 2015**; Required minimum turnover for a bidder is US$ 30,000 per each of the above-mentioned years; * **Latest Internal Revenue Certificate / Tax Clearance** confirming that all taxes by the bidder have been paid; * Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied is advantage; * **Statements of Satisfactory Performance** from the Top 3 Clients in terms of Contract Value (out of which at least 1 must be from an International Organization) **received within the past 3 years** for all the languages specified in the RFQ and bidders’ offer. Outdated Statements of Satisfactory Performances shall not be taken into account. * **Documents establishing Qualifications of proposed team members:**   **1. Copies of University Diplomas and CVs of responsible translators and copy editors.** The responsible translators and copy editors each need to have valid University diplomas for the respective language and minimum 6 years of the relevant experience. The CVs need to be in the same format which will include, among other information, the exact number of years of experience in providing translation services in the required/ offered language/s, as well as the type of translation. If bidder is submitting quotations for translation services of more than one language, it should submit CVs for each LOT separately. The list of LOTs is provided in Annex 2.  **2. Copies of University Diplomas and CVs of translators who will be responsible for quality assurance** of written translation services (including formatting, proofreading and copy editing). The translator/s in charge of quality assurance shall each have minimum 8 years of experience in providing written translation and copy editing for the required languages. The CVs need to be in the same format which will include, among other information, the exact number of years of experience in providing translation services in the required/ offered language/s, as well as the type of translation. If bidder is submitting quotations for translation services of more than one language, it should submit CVs for each LOT separately. The list of LOTs is provided in Annex 2.   * **Methodology for quality assurance** of translation, which will include established relevant procedure and nominated person in charge (please see under 2. above) |
| Period of Validity of Quotes starting the Submission Date | X 60 days |
| Partial Quotes | X Permitted as per the translation requested for the following LOTS:   1. **English into Macedonian.** 2. **Macedonian into English.** 3. **BCMS into Macedonian.** 4. **Macedonian into BCMS.** 5. **English into Romanian.** 6. **Romanian into English.** 7. **BCMS into Romanian.** 8. **Romanian into BCMS.** 9. **English into Russian.** 10. **Russian into English.** 11. **BCMS into Russian.** 12. **Russian into BCMS.** 13. **BCMS into English.** 14. **English into BCMS.** |
| Payment Terms | X Payment will be made within 30 days upon receiving the invoice and approval of UNDP SEESAC Senior Programme Coordinator that the translation is completed, formatted, proofread and copy edited in the quality and quantity required.  **If payments will be made in a currency other than USD, the official UN rate of exchange for the month when UNDP effects the payment will be applied.** |
| Liquidated Damages | X Will be imposed under the following conditions:   * Percentage of each Institutional Contract price per day of delay: 0.5% * Max. no. of days of delay: 10 days – next course of action: Institutional Contract and LTA may be terminated. |
| Evaluation Criteria | X Technical responsiveness/Full compliance with requirements and lowest price[[1]](#footnote-1)  X Full acceptance of the Contract General Terms and Conditions for works |
| UNDP will award Contract to: | X One or multiple supplier/s |
| Conditions for Release of Payment | X Receipt of original invoice and written acceptance of translation completion issued by UNDP SEESAC Senior Programme Coordinator based on full compliance with RFQ document, LTA and Institutional Contract requirements |
| No. of copies of Bid that must be submitted, if submitted by courier or mail | Original : 1  Copies : 1 electronic copy on USB stick containing a full scanned copy of the original offer - in .pdf format.  USB stick should also contain supporting documentation, such as financial statements, manufacturers brochures, manuals, and other as required in the “Documents to be Submitted” field above. |
| Annexes to this RFQ | X Description of Requirements (Annex 1)  X Form for Submission of Quotation (Annex 2)  X General Terms and Conditions (Annex 3)  X Templates of Long-Term Agreement and Institutional Contract (Annex 4)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. |
| Contact Person for Inquiries  (Written inquiries only) | E-mail: [procurement.rs@undp.org](mailto:procurement.rs@undp.org)  Please **indicate the tender “REFERENCE” number** from the 1st page above in all correspondence.  Remark: Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Deadline for submission of Inquiries | 3 days before the Deadline for Submission of offers |
| Other requirements | N/A. |

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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 Purchase Order / Contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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 Vendor to** avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 quotation.**

**Annex 1**

**DESCRIPTION OF REQUIREMENTS**

|  |  |
| --- | --- |
| **Purpose** | The purpose of this Request for Quotations is to request the offers from the Translation Companies that will provide translation services as per the following **LOTS**:   1. **English into Macedonian.** 2. **Macedonian into English.** 3. **BCMS into Macedonian.** 4. **Macedonian into BCMS.** 5. **English into Romanian.** 6. **Romanian into English.** 7. **BCMS into Romanian.** 8. **Romanian into BCMS.** 9. **English into Russian.** 10. **Russian into English.** 11. **BCMS into Russian.** 12. **Russian into BCMS.** 13. **BCMS into English.** 14. **English into BCMS.** |
| **Objectives** | The objective of the RFQ is to contract through Long-Term Agreement (LTA) Translation Company/Companies which will provide **high quality proofread, correctly formatted and copy edited translation** of selected documents as required. |
| **Background Information** | The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)[[2]](#footnote-2) is a joint initiative of the UNDP and the Regional Cooperation Council (RCC). As such, it is an integral part of UNDP’s work in the Europe and the Commonwealth of Independent States (ECIS) region and has, since 2002, worked primarily to strengthen the capacities of national and regional stakeholders to control and reduce the proliferation and misuse of small arms and light weapons, and thus contribute to enhanced stability, security and development in South East and Eastern Europe[[3]](#footnote-3). SEESAC also has a distinguished record working closely with national Ministries to mainstream gender equality and this aspect will remain central to the programme.  Going forward, SEESAC will maintain its long-standing work in South East Europe (SEE) the small arms and light weapons (SALW) and gender equality in security sector reform fields, under the framework of the RCC. The programme will continue and, where possible, scale up the innovative work it has pioneered in fostering confidence between rule of law providers within southeast Europe, as well as in the fields of innovation, security and technology. In addition, SEESAC will increasingly focus on sharing the capacity it has developed over the years through line ministries and UNDP offices in order to address community and other security needs - arms control, mine action, border management, community policing and export control – beyond the sub-region, and provide guidance on introducing gender equality into the security sector.  On 19 December 2016 the Council of the European Union passed the Council Decision 2016/2356/CFSP in support of SEESAC disarmament and arms control activities in South-East Europe in the framework of the EU Strategy to combat illicit accumulation and trafficking of SALW and their ammunition for the period of three years. South East Europe remains an area of particular concern as well as an important challenge in the European Union Strategy to combat illicit accumulation and trafficking of small arms and light weapons and their ammunition. While significant progress has been made in recent years, the sheer scale of accumulation of SALW and ammunition, the inadequate storage conditions, large illicit possession, as well as policy making and implementation capacity gaps continue to limit the effectiveness of SALW control efforts. Therefore, in order to ensure the continuous progress, secure the gains and pave the way for a long term solution, the continuation of support to combat the threat posed by the spread and illicit trafficking in SALW in and from SEE forms an essential part in its efforts to achieve the EU SALW Strategy goals.  The overall objective of the project is to contribute to international peace and security by combatting the threat posed by the widespread accumulation and illicit trafficking in small arms and light weapons and their ammunition in and from SEE. At the same time, it will enhance regional stability by working within the framework of the RCC and in partnership with other relevant initiatives. Specifically, the project will increase regional cooperation, knowledge exchange and information sharing and lead to enhanced capacity for evidence-based policy making; improve capacities for physical security and stockpile management through infrastructure security upgrades, surplus reduction, and training; enhance capacity for marking, tracing and record-keeping; and reduce illicit possession and misuse of firearms through awareness-raising and collection campaigns.  The implementation of the project is grounded in the Regional Implementation Plan on Combatting the Proliferation of SALW and will result in increased security and stability in SEE and beyond, addressing the spread and illicit trafficking of SALW and their ammunition. The project will directly contribute to the implementation of the EU Security Strategy, the EU SALW Strategy, the EU Firearms Strategy, the Arms Trade Treaty, the UN Programme of Action, the International Tracing Instrument, UN Firearms Protocol, UN Security Council Resolution 1325 and will specifically enhance regional cooperation in combating the threat posed by the spread of SALW and their ammunition. The project results will also directly contribute the implementation of the Sustainable Development Goal 16 on peaceful and just societies, in particular targets 16.1(Significantly reduce all forms of violence and death rate everywhere) and 16.4 (significantly reduce illicit arms flows). In addition, the project will support the implementation of the European Commission Action Plan to target the illicit trafficking of firearms and explosives in the EU.  The new phase of the EUSAC project builds upon the achievements under Council Decision 2013/730/CFSP and will focus on four main areas, maintaining the holistic approach to tackling the threat posed by SALW in the region. The four areas address the policy level as well as the operational aspects, combining more traditional SALW control approaches with a focus on law enforcement capabilities and networking by looking at the main threats (large poorly secured stockpiles, lack of information, increase in illicit trafficking, widespread illicit possession). In particular, the project will result in: Increased regional cooperation, knowledge exchange and information sharing, leading to enhanced capacity for evidence based policy making; Improved capacity for physical security and stockpile management through infrastructure upgrades, surplus reduction and training; Enhanced capacity for marking, tracing and record keeping; and Reduced illicit possession and misuse of firearms through support for awareness-raising and collection campaigns.  Given that SEESAC operates regionally, the knowledge management products (publications, leaflets, policy briefs…) need to be translated in the languages in order to reach the target audience. |
| **Scope of Work** | |  | | --- | | Under the SEESAC guidance, the Contractor **will be responsible for translation from and into one of the languages:**  **a)**   1. **English into Macedonian.** 2. **Macedonian into English.** 3. **BCMS into Macedonian.** 4. **Macedonian into BCMS.** 5. **English into Romanian.** 6. **Romanian into English.** 7. **BCMS into Romanian.** 8. **Romanian into BCMS.** 9. **English into Russian.** 10. **Russian into English.** 11. **BCMS into Russian.** 12. **Russian into BCMS.** 13. **BCMS into English.** 14. **English into BCMS.**   **b)**   1. Provide accurate and consistent translation of written materials of the highest quality, submitted proof read, formatted and copy edited. 2. Check facts and ensure error-free texts (format, grammar and substance), and raise any related queries with SEESAC, as well as follow references of names of countries and territories in line with UN polices. 3. Check if translation of specific terminology related to SALW and gender is in line with SEESAC practice. | |
| **Deliverables and timelines** | The Contractor shall be responsible for delivering the translated documents as per the plan developed by the Contractor and approved by UNDP SEESAC as per each specific assignment.  The deliverables, i.e. translated documents are expected to be submitted timely and in high quality regarding the translated content and formatting. |
| **Qualifications** | All the Contractor’s translators must hold valid University diplomas as well as have proven experience in translating, as per the requirements indicated under the *Documents to be Submitted* (pg.3).  The Contractor shall submit the list and CVs of translators and copy editors as per requirements as well as quality assurance methodology as indicated in *Documents to be Submitted* above, for each LOT separately. |
| **Reporting** | The SEESAC Senior Programme Coordinator will provide the schedule of reporting for each specific task, which will be reflected in each separate Institutional Contract issued under this LTA. |
| **Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment** | All deliverables will be finally approved and accepted by SEESAC Senior Programme Coordinator. |

**Annex 2**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION[[4]](#footnote-4)**

***(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery[[5]](#footnote-5))***

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to render the following works to UNDP in conformity with the requirements defined in the RFQ Reference No. \_\_\_\_\_\_\_\_\_\_, and all of its attachments

**TABLE 1: Cost Breakdown**

|  |  |  |
| --- | --- | --- |
| **Description** | **Total**  **(USD)** | |
| **LOT 1. English into Macedonian.** | | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  | |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  | |
| **Price per page for written translation (including copy editing) of 150 and above** |  | |
| **LOT 2. Macedonian into English.** | | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  | |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  | |
| **Price per page for written translation (including copy editing) of 150 and above** |  | |
| **LOT 3. BCMS into Macedonian.** | | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  | |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  | |
| **Price per page for written translation (including copy editing) of 150 and above** |  | |
| **LOT 4. Macedonian into BCMS.** | | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  | |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  | |
| **Price per page for written translation (including copy editing) of 150 and above** |  | |
| **LOT 5. English into Romanian.** | | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  | |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  | |
| **Price per page for written translation (including copy editing) of 150 and above** |  | |
| **LOT 6. Romanian into English.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 7. BCMS into Romanian.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 8. Romanian into BCMS.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 9. English into Russian.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 10. Russian into English.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 11. BCMS into Russian.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 12. Russian into BCMS.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 13. BCMS into English.** |  |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |
| **LOT 14. English into BCMS.** | |
| **Price per page for written translation (including copy editing) up to 50 pages** |  |
| **Price per page for written translation (including copy editing) of 51 to 150 pages** |  |
| **Price per page for written translation (including copy editing) of 150 and above** |  |

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Other Information pertaining to our Quotation are as follows:** | **Your Responses** | | |
| ***Yes, we will comply*** | ***No, we cannot comply*** | ***If you cannot comply, pls. indicate counter proposal*** |
| Delivery Lead Time |  |  |  |
| Validity of Quotation (please see details under the RFQ document’s field “Period of Validity of Quotes starting the Submission Date”) |  |  |  |
| All Provisions of the UNDP General Terms and Conditions |  |  |  |
| Other requirements *[pls. specify]* |  |  |  |

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier’s Authorized Person and Company Stamp]*

*[Designation]*

*[Date]*

**Annex 3**

## 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.

1. **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.

**Annex 4**

LONG TERM AGREEMENT (LTA) TEMPLATE

**LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES**

**TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “Contractor”) with its headquarters at \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal or Request for Quotation ……[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties) hereby agree as follows:

**Article 1: SCOPE OF WORK**

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3 hereom. The prices shall remain in effect for a period of three years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for maximum of three years.

**Article 2: CHANGES IN CONDITION**

1. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

**Article 3: CONTRACTOR'S REPORTING**

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

**Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6.The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

**Article 5: ACCEPTANCE**

7.This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8.This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS

DEVELOPMENT PROGRAMME

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTITUTIONAL CONTRACT TEMPLATE**

**(CONTRACT AMOUNT LESS THAN $30,000)**

## Contract No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organizational Unit \_\_\_\_\_\_\_\_\_\_\_\_\_

**Amendment No**.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **BAC**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Country**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract entered into between the United Nations Development Programme and: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Hereinafter referred to as the Contractor)

**Address**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone No**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Work Assignment**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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This Contract shall commence on the \_\_\_\_\_\_\_\_\_\_\_, and shall expire on the satisfactory completion of the services described above, but not later than \_\_\_\_\_\_\_\_\_\_\_\_, unless sooner terminated under the Terms of this Contract. This contract is subject to the UNDP General Terms and Conditions.

2. **Consideration** – As full consideration for the services performed by the Contractor under the terms of this Agreement the United Nations Development Programme shall pay the Contractor upon certification that the services have been satisfactorily performed:

1. **A fee of**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total Fee**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);
2. The fee is payable in installments upon certification of satisfactory performance at each phase.

**PHASE** **AMOUNT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Security –**

* 1. The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP’s property in the Contractor’s custody, rests with the Contractor.
  2. The Contractor shall:
  3. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
  4. assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.
  5. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP’s property in its custody as set forth in paragraph 3.1 above.

**4. Audit and investigations-**

4.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor’s premises. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**5. Anti-terrorism**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

I acknowledge that I have read and accept the conditions on reverse.

**Contractor Title**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** Date:

Authorized Officer: --------------------------------------------

On behalf of the UNDP

Signature: Date:

1. *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant.. ..offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.* [↑](#footnote-ref-1)
2. SEESAC functions under the mandate given to it by the United Nations Development Programme (UNDP) and the [Regional Cooperation Council (RCC)](http://www.rcc.int/). [↑](#footnote-ref-2)
3. The countries and territories covered by SEESAC and its mandate include: Albania, Bosnia and Herzegovina, Kosovo (References to Kosovo shall be understood to be in the context of Security Council resolution 1244 (1999), Moldova, Montenegro, Serbia, the former Yugoslav Republic of Macedonia. [↑](#footnote-ref-3)
4. *This serves as a guide to the Supplier in preparing the quotation and price schedule.*  [↑](#footnote-ref-4)
5. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-5)