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**REQUEST FOR PROPOSAL (RFP)**

**(For Low-Valued Services)**

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| NAME, E-MAIL ADDRESS, PHONE No. & ADDRESS OF FIRM  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE: **May 10, 2018** |
| REFERENCE: **RFP 528** Online Communications Campaign to raise awareness about the dangers of misuse and illicit possession of firearms in South East Europe (RE-ADVERTIZED) |

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of services indicated under the “REFERENCE/Title” field above.

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

Proposals may be submitted on or before the date and time indicated under Annex 1 “Deadline for Submission of Proposal” below, via email or courier mail to the address below:

**United Nations Development Programme (UNDP)**

***Bulevar Zorana Djindjića 64, 11 000 Belgrade, Serbia***

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

(indicate clearly the tender number indicated above in the “REFERENCE” field on all correspondence)

Your Proposal must be expressed in English, and valid for a minimum period indicated under the field “Validity Period of Proposals” below.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files and are limited to a maximum of 7MB per email and no more than 2 email transmissions.

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

**Thank you and we look forward to receiving your Proposal.**

**Annex 1**

**Description of Requirements**

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| --- | --- |
| Context of the Requirement | While significant progress has been made in recent years, South East Europe remains an area of concern as well as an important challenge for the European Union. The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC), a joint initiative of the UNDP and the Regional Cooperation Council (RCC), 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 (SALW), and thus contribute to enhanced stability, security and development in South East and Eastern Europe. In addition, SEESAC has a distinguished record in working closely with national Ministries to mainstream gender equality.  On 19 December 2016, the Council of the European Union passed the [Council Decision (CFSP) 2016/2356](http://www.seesac.org/f/docs/SALW-Resources/EU-Council-Decision-CFSP-2016-2356.pdf)in support of SEESAC disarmament and arms control activities in South-East Europe and in the framework of the EU Strategy to combat illicit accumulation and trafficking of SALW and their ammunition. This new phase of the SEESAC project focuses 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, and 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 (where possible) campaigns.  Support to evidence based policy making and raising public awareness on the dangers of firearms is crucial to SEESAC’s work. Past examples of SEESAC’s awareness raising and collection campaigns include two awareness raising campaigns on the dangers of illicit firearms in the context of domestic violence in [Albania](http://www.seesac.org/Dont-Shoot-but-Love/) and [Serbia](http://www.seesac.org/Before-it-is-too-late_1/), two regional social media campaigns “[Celebrate with your heart, not your gun](http://www.seesac.org/Celebrate-with-Your-Heart/)” and “[Hear out the voices of the victims](http://www.seesac.org/Hear-out-the-Voices-of-the-Victims/)”  that reached 6.4 million people, as well as  collection campaigns in [Bosnia and Herzegovina](http://www.seesac.org/News_1/SEESAC-Supports-the-SALW-Collection-Campaign-in-Bosnia-and-Herzegovina/), [Serbia](http://www.seesac.org/Before-it-is-too-late_1/), [Montenegro](http://www.seesac.org/News-SALW/Montenegros-campaign-to-collect-and-legalize-illicit-weapons-ends_1/) and [Moldova](http://www.seesac.org/Lets-Make-Moldova-Safer/).  The online communications campaign will be implemented within the EU [Council Decision (CFSP) 2016/2356](http://www.seesac.org/f/docs/SALW-Resources/EU-Council-Decision-CFSP-2016-2356.pdf)  in support of SEESAC disarmament and arms control activities in South East Europe. |
| Documents that need to be submitted. | ☒ **Duly Accomplished signed and stamped Form as provided in Annex 2**, and in accordance **with the list of requirements in Annex 1**;  ☒ **Quality Certificates in possession of a bidder, if any (ISO, etc. – please provide a copy of the Certificate/s)**;  ☒ Latest **Business Registration Certificate** (Registration with **APR** for Serbian bidders);  ☒ Latest **Internal Revenue Certificate / Tax Clearance**, not older than 6 months, confirming that all taxes by the bidder have been paid. Alternatively, bidders may submit signed self-declaration confirming they have requested issuance of the above-mentioned Certificate from the Tax Office and UNDP reserves the right to request submission of this Certificate during the evaluation phase as well as the right to disqualify the offer if such Certificate is not swiftly submitted upon the mentioned request;  ☐ Manufacturer’s Authorization of the Company as a Maintenance Agent (if Supplier is not the manufacturer);  ☐ Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer);  ☒ **Evidence/Certification of Environmental Sustainability** (“Green” Standards) of the Company or the Product being supplied is an asset;  ☐ Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.  ☒ **Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List** on the bidder’s letterhead;  ☐ Catalogue(s) for offered items listed in Annex 1 with a clear reference in the offer on the item number/product code and with reference to the page number in the submitted catalogue(s);  ☒ **Company Profile**, which shall include a short description of the company and other relevant information concerning the RFP requirements (it shall not exceed 2 pages).  ☒ **Income Statement and Balance Sheet for 2015 and 2016**; Required minimum turnover for a bidder is US$ 75,000 per each of the above-mentioned years;  ☒ **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** and **2 examples of the productions similar to requirements of this assignment conducted in the last 3 years.** Outdated Statements of Satisfactory Performances shall not be taken into consideration.  ☒ In case of bid by joint venture/ consortia, all members of the joint venture/ consortia, to include the lead company, must submit all required documents/ information indicated in this solicitation document including the statement letter in which it is written that such consortia has been established for the purpose of this RFP.  ☒ **Methodology of the proposed On-line communications campaign including features of the platform as outlined under the *List and Description of Expected Outputs to be Delivered in this table***.  ☒ **Implementation plan.**  ☒ **Organizational structure with the qualifications and biographies (CVs) of the 3 Key staff as per the TOR outlining the experience relevant for this RFP.** |
| Brief Description of the Required Services[[1]](#footnote-1) | SEESAC intends to contract a legal entity (e.g agency/a studio) (hereafter referred to as `company`) for a period of 12 months to develop and implement an online communications campaign.  The objective of the Online Communications Campaign is to raise awareness amongst citizens across South East Europe[[2]](#footnote-2) on the dangers of misuse and illicit possession of firearms in a digital and user-engaging approach, through the development and implementation of a web based digital interactive platform.  The design and implementation of the online communications campaign will aim to raise the awareness on the dangers of misuse and illicit possession of firearms using a digital and user-engaging approach. To achieve this and to ensure that the messages and visuals are developed and tailored as per the targeted audience the Company is advised to make use of two SEESAC products: 1. the findings of an online perceptions survey on the use and possession of firearms in South East Europe (available upon request) 2. SEESAC’s online [Armed Violence Monitoring Platform](http://www.seesac.org/AVMP/) (AVMP Platform). The online communications campaign should be comprised of but not limited to a user-engaging, web based digital interactive platform with features suitable also for social media dissemination. Visually and aesthetically appealing, with cohesive, engaging, varied and dynamic content proposals are strongly encouraged.  The services provided by the company should include the strategy for the online communications campaign, the design and the implementation of the web based digital interactive platform, including the features suitable for social media dissemination. The online communication campaign should display the same look and feel across all the communications materials proposed, produced and disseminated. |
| List and Description of Expected Outputs to be Delivered | The company is expected to produce the product/s outlined below:  **WEB BASED DIGITAL INTERACTIVE PLATFORM (hereafter `the platform`):**  The Company will develop a platform, with dynamic content and using user-engaging visualizations such as but not limited to: videos, illustrations, gifs, animations, quizzes as well as awareness messages, which will be hosted on the platform and tailored for different audiences. The digital interactive platform must be web based. Please see below some examples of web based digital interactive platforms:   * + **Don’ be numb**, developed by ICRC: <http://dontbenumb.icrc.org/>   + **Violence Against Women**, developed by UN Women: <http://bit.ly/2zjuPKy>   + **Syria Street,** developed by ICRC: <http://syriastreet.com/>   + **Zaatari360:** <http://zaatari360.martinedstrom.com/>   **Content:**   * All messaging on the platform will be universal adapted to the local context aiming to influence the attitudes towards firearms illicit possession and misuse. * Elements of the platform and other supporting media should be visually connected and balanced. All content of the campaign should display cultural, gender, religion, race, nationality and age sensitivity and adaptability (for example no display of alcohol use).   **Design:**   * Usage of explicit content such as guns or guns images, blood, bodies is strongly discouraged.   **Functionalities:**   * The Platform should operate in Albanian, Bosnian-Croatian-Montenegrin-Serbian (BCMS), English, Macedonian and Romanian, with the user having the option of selecting the language. Content translations from English into all other local languages will be provided by SEESAC. * The platform should enable basic management analytics and statistics, such as statistical information and analysis that measures how visitors use and interact within the platform, ability to see trends, user traffic and platform usage patterns, where they go on a platform, where they drop off. * The Company will ensure across all stages and throughout the duration of the contract, the performance of the platform including written content, messages, design.   **Social media specifications:**   * Proposals including using interactive feature of social media platforms such **as Instagram Stories, Facebook 360 degrees, Facebook cover video, Twitter opinion polls** and paid ads on social media platforms such as Facebook or YouTube are strongly encouraged. These products will be placed on SEESAC’s existing social media channels[[3]](#footnote-3), and content placement will be done by SEESAC.   **The platform should include at least the below requirements:**   * One **logo** which should include 1 distinctive visual element to be used throughout the platform and all other materials produced. The visual element should be minimal and abstract. * **The title of the platform**, which should be catchy, easy to remember and to translate into all languages of the region. The title should be related to the overall objective of the online campaign. * **Four key awareness messages** matching four identified targeted audiences and types of misuse (eg. domestic violence, celebratory shooting etc.). The Company is encouraged to make use of the information provided from SEESAC’s perceptions surveys and the [AVMP platform](http://www.seesac.org/AVMP/?year=2017&month=4&incident_type=8&region=1318#trends) in the development of the messages. The messages should be concise, simple and adaptable. * **One max. 40 seconds animation/gif/video raising awareness on the misuse of firearms on domestic violence** to be placed on the platform but also suitable for social media dissemination. Please see an example here: <http://bit.ly/2AxDTw4>, * **One max. 40 seconds animation/gif/video raising awareness on dangers of misuse of firearms on celebratory shootings** to be placed on the platform but also suitable for social media dissemination. * **One max. 40 seconds animation/gif/video on general awareness about the dangers of firearms** to be placed on the platform but also suitable for social media dissemination. * **One max. 30 seconds gif** awareness on the danger of firearms using **data visualization** based on data provided by SEESAC to be placed on the platform but also suitable for social media dissemination. * **One max. 40 seconds animation/gif/video** promoting the platform to be disseminated on social media when the platform will be officially launched, * **Two multiple interactive media features** which respond to the user’s actions by presenting content such as texts, moving images, animations, videos, audios, video games, a quiz, etc. These should be related to the overall objective of the online campaign and will be used throughout the 12 months of the campaign.   **Additional information:**   * The company will ensure maintenance of the platform and repair of any bugs or dysfunction throughout the duration of the contract[[4]](#footnote-4), * Hosting and maintenance and all other foreseeable costs of the platform must be budgeted in the financial offer. * The proposal should ensure that the online communications campaign is implemented in a manner that eliminates ‘device bias’, i.e. ensuring that the platform is compatible with any internet-browsing device, particularly smartphones or tablets and should be connected to all meaningful social media platforms. |
| Person to Supervise the Work/Performance of the Service Provider | *SEESAC Coordinator* |
| Frequency of Reporting | *The Contractor will provide monthly progress reports and final report as stipulated in TOR (Annex 3).* |
| Progress Reporting Requirements | The Contractor will provide monthly progress reports summarizing monthly activities conducted under the assignment as per the TOR.  The Contractor will deliver a final report summarizing all the activities conducted under one year assignment, as per the TOR. |
| Location of work | Exact Address/es *[pls. specify]*  At Contractor’s Location |
| Expected duration of work | **12 months** |
| Target start date | **20 June 2018** |
| Latest completion date | **20 June 2019** |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | **Required**  Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services | **Required**  Not Required |
| Currency of Proposal | **United States Dollars**  Euro  Local Currency |
| Value Added Tax on Price Proposal[[5]](#footnote-5) | must be inclusive of VAT and other applicable indirect taxes  must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals *(Counting for the last day of submission of quotes)* | 60 days  **90 days**  120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. |
| Partial Quotes | **Not permitted**  Permitted |
| Proposal Submission Address | UNDP  Bulevar Zorana Đinđića 64,  11000 Beograd,  Serbia  or  [procurement.rs@undp.org](mailto:procurement.rs@undp.org)  Indicate clearly the tender **“REFERENCE”** number from the 1st page above. |
| Deadline for Submission of Proposal | **6 June 2018 at 17:00 hours CET**  All e-mail correspondence, or envelopes if transmitted by courier or regular mail to be clearly marked with the **tender number** (see the **“REFERENCE”** field from the 1st page above).  Offers received by UNDP after the above-mentioned date and time will be rejected and returned to sender unopened. |
| No. of copies of Proposal that must be submitted (in case Proposal is submitted by mail or courier)  Remark: **Offers submitted via e-mail can be submitted only in 1 electronic copy.** | Original: **1 original copy of technical proposal and 1 original copy of financial proposal in separate envelopes**, duly marked on the envelopes as Technical Proposal and Financial Proposal, with indicated tender “**REFERENCE**” number of tender (please see the 1st page above) and name of the bidder on both envelopes.  Copies: **1 electronic copy of the original in the .pdf format**, containing full technical and financial proposals **on the separate USB** memory sticks. Each USB to be submitted in the respective separate envelopes mentioned above. |
| All documentations submitted in this proposal, including catalogs, instructions and operating manuals, shall be in this language | **English**    Remark: the original documents and copies of original documents submitted by local companies, such as Company Registration Certificate (APR), Tax Payment Certificate, etc. can be in BCMS. |
| Payment Terms[[6]](#footnote-6) | Within thirty (30) days from the date of meeting the following conditions:   1. UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and 2. Receipt of invoice from the Service Provider.   In case two or more currencies are involved, payment will be effected as per the UN rate of exchange effective on the date when UNDP processes payment.  The payments will be executed after the Contractor submits the deliverables and their approval by SEESAC Coordinator as per the following proposed schedule:  The following deliverables will be required from the company:   |  |  |  | | --- | --- | --- | | Deliverables | Delivered by: | Payment Schedule | | **1. Development and implementation of an Interactive Digital Platform on the dangers of firearms in South East Europe** | | | | | **1.1**  **The strategy and action plan for the online communications campaign for the entire duration of the contract**. This strategy will be based on the draft strategy presented in the bid submission (please see more details below). The final strategy will include at least: detailed descriptions of all actions to be conducted within this campaign and their timeline, all visual/messaging proposals for the platform, including details about how many people is the campaign aiming to reach and how; | 2 weeks after signing the contract | 10% of the total Contract amount | | **1.2**  **Submit at least 2 different mock-ups of the platform** (including visuals for the platform and all the relevant proposed communications materials directly linked to the platform and suitable for social media usage). | 3 weeks after signing the contract |  | | **1.3**  **Proposed platform** for the awareness campaign **developed and piloted**, including all the relevant visuals and key message as described under the Scope of work in this TOR. Rate and the quality of user engagement monitored and additional improvement suggestions that might occur implemented during the piloting phase. | 6 weeks after signing the contract | 20% of the total Contract amount | | **1.4**  **Proposed campaign through platform implemented** **and monitored** including all the relevant visuals and messages till the end of the Contract (including maintenance and hosting). | Upon approval of campaign visuals/messaging | 30% of the total Contract amount | | **1.5**  **Progress reports submitted** summarizing all the activities conducted under this assignment, including all engagement on the digital interactive platform. | Monthly |  | | **1.6**  **Final report delivered** summarizing all the activities conducted under the assignment, including all engagement on the digital interactive platform. | 1 week after the end of the campaign | 40% of the total amount | |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | SEESAC Coordinator |
| Type of Contract to be Signed | Purchase Order  **Contract Face Sheet**  Long-Term Agreement[[7]](#footnote-7)  Other Type of Contract *[pls. specify]* |
| Criteria for Contract Award | Lowest Price Quote among technically responsive offers  **Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)**  **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 | **Technical Proposal (100%)**  Expertise of the Firm **20%**  Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan **50%**  Management Structure and Qualification of Key Personnel **30 %** |
| UNDP will award the contract to: | One and only one Service Provider  One or more Service Providers |
| Annexes to this RFP[[8]](#footnote-8) | Form for Submission of Proposal (Annex 2)  Detailed TOR (Annex 3)  General Terms and Conditions / Special Conditions (Annex 4)[[9]](#footnote-9) |
| Contact Person for Inquiries  (Written inquiries only)[[10]](#footnote-10) | **seesac.**[**procurement@undp.org**](mailto:procurement@undp.org)  **(indicate clearly the tender “REFERENCE” number from the 1st page above on all correspondence/Subject of an e-mail query)**  **IMPORTANT REMARK: Bidders are requested to visit daily the UNDP Serbia Procurement website** <http://www.rs.undp.org/content/serbia/en/home/procurement.html> **in order to check for potential tender updates and/or questions and answers documents.**  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.  **The Deadline for submission of** **inquires is 3 days prior to Deadline for Submission of Proposals indicated above.** |

**Annex 2**

**FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL[[11]](#footnote-11)**

***(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery[[12]](#footnote-12))***

[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 528** dated 5/10/2018 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

1. **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:*

1. *Profile – describing the field of expertise related to the raising awareness campaigns with specific focus*

*on the awareness raising campaigns including development and implementation the on-line*

*campaigns. It shall not exceed 2 pages.*

1. *Business Licenses:* ***Latest Business Registration Certificate*** *(Registration with APR for Serbian bidders);*

*and* ***Latest Internal Revenue Certificate / Tax Clearance***, *not older than 6 months, confirming that all*

*taxes by the bidder have been paid.*

1. *Latest Audited Financial Statement:* ***Income Statement and Balance Sheet for 2015 and 2016;*** *Required minimum turnover for a bidder is US$ 75,000 per each of the above-mentioned years;*
2. ***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*** and **2 examples of the productions similar to requirements of this assignment conducted in the last 3 years.** *Outdated Statements of Satisfactory Performances shall not be taken into consideration.*
3. ***Quality Certificates in possession of a bidder, if any (ISO, etc. – please provide a copy of the Certificate/s****.*
4. *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
5. **Proposed Methodology for the Completion of Services**

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| *The Service Provider must describe how it will develop the On-line communication campaign with the web based digital interactive platform including contents and functionalities as described in the TOR with detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place.*  *In addition to the methodology, the Service Provider is expected to submit the implementation plan with timelines of deliverables and the example of data visualization approach.* |

1. **Qualifications of Key Personnel**

*The Service Provider must provide:*

1. *Names and qualifications of the three Key staff: Copywriter/Team Leader, Graphic Designer and Web Developer. In addition, the Service Provider must list the roles and tasks the key staff will perform. The names of the key staff will be listed in the contract, in case the Service Provider is awarded with one, there will be no changes in the staff unless differently agreed with the UNDP.*
2. *CVs (biographies) demonstrating qualifications must be submitted with the experience relevant for this RFP.*
3. *Written confirmation from each personnel that they are available for the entire duration of the contract.*
4. **Cost Breakdown per Deliverable\***

**PLEASE PROVIDE THE OFFER AS REQUESTED IN THE COST BREAKDOWN, AND DO NOT ALTER THE FORMAT NOR THE CONTENT OF THE TABLE.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Deliverables**  ***[list them as referred to in the RFP]*** | **Unit price USD** | **Price**  ***(Lump Sum, All Inclusive) USD*** |
|  | **1. Development and implementation of an Interactive Digital Platform on the dangers of firearms in South East Europe** | | |
| 1 | **1.1**  **The strategy and action plan for the online communications campaign for the entire duration of the contract**. This strategy will be based on the draft strategy presented in the bid submission. The final strategy will include at least: detailed descriptions of all actions to be conducted within this campaign and their timeline, all visual/messaging proposals for the platform, including details about how many people is the campaign aiming to reach and how; |  |  |
| 2 | **1.2**  **Submit at least 2 different mock-ups of the platform** (including visuals for the platform and all the relevant proposed communications materials directly linked to the platform and suitable for social media usage). **(please provide also the unit costs as per the components listed in this table from 2.1 – 2.12)** |  |  |
| 2.1 | **One logo** which shall include 1 distinctive visual element to be used throughout the platform and all other materials produced. The visual element shall be minimal and abstract. |  |  |
| 2.2 | **The title of the platform**, which shall be catchy, easy to remember and to translate into all languages of the region. The title shall be related to the overall objective of the online campaign. |  |  |
| 2.3 | **Four key awareness messages** matching four identified targeted audiences and types of misuse (eg. domestic violence, celebratory shooting etc.). The Company is encouraged to make use of the information provided from SEESAC’s perceptions surveys and the [AVMP platform](http://www.seesac.org/AVMP/?year=2017&month=4&incident_type=8&region=1318#trends) in the development of the messages. The messages should be concise, simple and adaptable. |  |  |
| 2.4 | **One max. 40 seconds animation/gif/video raising awareness on the misuse of firearms in domestic violence** to be placed on the platform but also suitable for social media dissemination. Please see an example here: <http://bit.ly/2AxDTw4> |  |  |
| 2.5 | **One max. 40 seconds animation/gif/video raising awareness on dangers of misuse of firearms on celebratory shootings** to be placed on the platform but also suitable for social media dissemination. |  |  |
| 2.6 | **One max. 40 seconds animation/gif/video on general awareness about the dangers of firearms** to be placed on the platform but also suitable for social media dissemination. |  |  |
| 2.7 | **One max. 30 seconds gif** awareness on the danger of firearms using **data visualization** based on data provided by SEESAC to be placed on the platform but also suitable for social media dissemination. |  |  |
| 2.8 | **One max. 40 seconds animation/gif/video** promoting the platform to be disseminated on social media when the platform will be officially launched. |  |  |
| 2.9 | **Two multiple interactive media features** which respond to the user’s actions by presenting content such as texts, moving images, animations, videos, audios, video games, a quiz, etc. These should be related to the overall objective of the online campaign and will be used throughout the 12 months of the campaign. |  |  |
| 3 | **1.3**  **Proposed platform** for the awareness campaign **developed and piloted**, including all the relevant visuals and key message under this TOR. Rate and the quality of user engagement monitored and additional improvement suggestions that might occur implemented during the piloting phase. |  |  |
| 4 | **1.4**  **Proposed campaign through platform implemented** **and monitored** including all the relevant visuals and messages till the end of the Contract (**including maintenance and hosting**). |  |  |
| 5 | **1.5**  **Monthly Progress reports submitted** summarizing all the activities conducted under this assignment, including all engagement on the digital interactive platform. |  |  |
| 6 | **1.6**  **Final report delivered** summarizing all the activities conducted under the assignment, including all engagement on the digital interactive platform. |  |  |
|  | TOTAL D |  | USD |

*\*The suggested basis of the payment tranches*

1. **Cost Breakdown by Cost Component:**

**PLEASE PROVIDE THE OFFER AS REQUESTED IN THE COST BREAKDOWN, AND DO NOT ALTER THE FORMAT NOR THE CONTENT OF THE TABLE.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Activity** | **Remuneration per Day** | **Total Number of Days of Engagement** | **Total Rate in USD** |
| **I. Personnel Services** |  |  |  |
| 1. Services from Home Office – Deliverable 1.1: **The final strategy and action plan for the online communications campaign for the entire duration of the contract (12 months) developed and delivered.** |  |  |  |
| a. Key Staff 1 – Copywriter /Team Leader |  |  |  |
| b. Key Staff 2 - Graphic Designer |  |  |  |
| c. Expertise 3 - Web Developer |  |  |  |
| 2. Services from Home Office – Deliverables 1.2 – 1.4: **Online Communications Campaign developed and implemented to raise awareness about the dangers of misuse and illicit possession of firearms in South East Europe (including the piloting of platform with the content as per the TOR)** |  |  |  |
| a. Key Staff 1 – Copywriter/Team Leader |  |  |  |
| b. Key Staff 2 - Graphic Designer |  |  |  |
| c. Expertise 3 - Web Developer |  |  |  |
| 3.Services from Home Office-Deliverable  1.5:  **Monthly Progress reports developed and delivered** |  |  |  |
| a. Key Staff 1 – Copywriter/Team Leader |  |  |  |
| b. Key Staff 2 - Graphic Designer |  |  |  |
| c. Expertise 3 - Web Developer |  |  |  |
| 4. Services from Home Office – Deliverable 1.6:  **Final report developed and delivered** |  |  |  |
| a. Key Staff 1 – Copywriter/Team Leader |  |  |  |
| b. Key Staff 2 - Graphic Designer |  |  |  |
| c. Expertise 3 - Web Developer |  |  |  |
| **II. Hosting and Maintenance of the Platform** |  |  |  |
| 1. Hosting of the Web based digital Platform | **Remuneration per month** | **Total for 12 Months** | **Total Rate in USD** |
|  |  |  |  |
| 2. Maintenance of the Platform | **Remuneration per hour** | **Total Number of Hours** | **Total Rate in USD** |
|  |  |  |  |
| **TOTAL E ( I and II )** |  |  |  |

NOTE: TOTAL D and TOTAL E must be the same.

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

*[Designation]*

*[Date and Stamp]*

**Annex 3**

# **Terms of Reference**

### Title: Online Communications Campaign to raise awareness about the dangers of misuse and illicit possession of firearms in South East Europe, covering: Albania, Bosnia and Herzegovina, Kosovo[[13]](#footnote-13)\*, Moldova, Montenegro, the former Yugoslav Republic of Macedonia and Serbia.

### Project: The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)’s EU [Council Decision (CFSP) 2016/2356](http://www.seesac.org/f/docs/SALW-Resources/EU-Council-Decision-CFSP-2016-2356.pdf)

### Reporting to: SEESAC Regional Cooperation Coordinator

### Duration: 12 months

**a. Purpose**

The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC), a joint initiative of the UNDP and the Regional Cooperation Council (RCC), intends to contract an agency/a studio (hereafter referred to as `company`) for a period of 12 months to develop and implement an online communications campaign.

**b. Objective**

The objective of the Online Communications Campaign is to raise awareness amongst citizens across South East Europe[[14]](#footnote-14) on the dangers of misuse and illicit possession of firearms in a digital and user-engaging approach, through the development and implementation of a web based digital interactive platform.

**c. Background Information**

While significant progress has been made in recent years, South East Europe remains an area of concern as well as an important challenge for the European Union. SEESAC 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 (SALW), and thus contribute to enhanced stability, security and development in South East and Eastern Europe. In addition, SEESAC has a distinguished record in working closely with national Ministries to mainstream gender equality.

On 19 December 2016, the Council of the European Union passed the [Council Decision (CFSP) 2016/2356](http://www.seesac.org/f/docs/SALW-Resources/EU-Council-Decision-CFSP-2016-2356.pdf)in support of SEESAC disarmament and arms control activities in South-East Europe and in the framework of the EU Strategy to combat illicit accumulation and trafficking of SALW and their ammunition. This new phase of the SEESAC project focuses 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, and 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 (where possible) campaigns.

Support to evidence based policy making and raising public awareness on the dangers of firearms is crucial to SEESAC’s work. Past examples of SEESAC’s awareness raising and collection campaigns include two awareness raising campaigns on the dangers of illicit firearms in the context of domestic violence in [Albania](http://www.seesac.org/Dont-Shoot-but-Love/) and [Serbia](http://www.seesac.org/Before-it-is-too-late_1/), two regional social media campaigns “[Celebrate with your heart, not your gun](http://www.seesac.org/Celebrate-with-Your-Heart/)” and “[Hear out the voices of the victims](http://www.seesac.org/Hear-out-the-Voices-of-the-Victims/)”  that reached 6.4 million people, as well as  collection campaigns in [Bosnia and Herzegovina](http://www.seesac.org/News_1/SEESAC-Supports-the-SALW-Collection-Campaign-in-Bosnia-and-Herzegovina/), [Serbia](http://www.seesac.org/Before-it-is-too-late_1/), [Montenegro](http://www.seesac.org/News-SALW/Montenegros-campaign-to-collect-and-legalize-illicit-weapons-ends_1/) and [Moldova](http://www.seesac.org/Lets-Make-Moldova-Safer/).

The online communications campaign will be implemented within the EU [Council Decision (CFSP) 2016/2356](http://www.seesac.org/f/docs/SALW-Resources/EU-Council-Decision-CFSP-2016-2356.pdf)  in support of SEESAC disarmament and arms control activities in South East Europe.

**d. Scope of work**

The design and implementation of the online communications campaign will aim to raise the awareness on the dangers of misuse and illicit possession of firearms using a digital and user-engaging approach. To achieve this and to ensure that the messages and visuals are developed and tailored as per the targeted audience the Company is advised to make use of two SEESAC products: 1. the findings of an online perceptions survey on the use and possession of firearms in South East Europe (available upon request) 2. SEESAC’s online [Armed Violence Monitoring Platform](http://www.seesac.org/AVMP/) (AVMP Platform). The online communications campaign should be comprised of but not limited to a user-engaging, web based digital interactive platform with features suitable also for social media dissemination. Visually and aesthetically appealing, with cohesive, engaging, varied and dynamic content proposals are strongly encouraged.

The services provided by the company should include the strategy for the online communications campaign, the design and the implementation of the web based digital interactive platform, including the features suitable for social media dissemination. The online communication campaign should display the same look and feel across all the communications materials proposed, produced and disseminated.

**Key responsibilities**

The company is expected to produce the product/s outlined below:

**WEB BASED DIGITAL INTERACTIVE PLATFORM (hereafter `the platform`):**

The Company will develop a platform, with dynamic content and using user-engaging visualizations such as but not limited to: videos, illustrations, gifs, animations, quizzes as well as awareness messages, which will be hosted on the platform and tailored for different audiences. The digital interactive platform must be web based. Please see below some examples of web based digital interactive platforms:

* + **Don’ be numb**, developed by ICRC: <http://dontbenumb.icrc.org/>
  + **Violence Against Women**, developed by UN Women: <http://bit.ly/2zjuPKy>
  + **Syria Street,** developed by ICRC: <http://syriastreet.com/>
  + **Zaatari360:** <http://zaatari360.martinedstrom.com/>

**Content:**

* All messaging on the platform will be universal adapted to the local context aiming to influence the attitudes towards firearms illicit possession and misuse.
* Elements of the platform and other supporting media should be visually connected and balanced. All content of the campaign should display cultural, gender, religion, race, nationality and age sensitivity and adaptability (for example no display of alcohol use).

**Design:**

* Usage of explicit content such as guns or guns images, blood, bodies is strongly discouraged.

**Functionalities:**

* The Platform should operate in Albanian, Bosnian-Croatian-Montenegrin-Serbian (BCMS), English, Macedonian and Romanian, with the user having the option of selecting the language. Content translations from English into all other local languages will be provided by SEESAC.
* The platform should enable basic management analytics and statistics, such as statistical information and analysis that measures how visitors use and interact within the platform, ability to see trends, user traffic and platform usage patterns, where they go on a platform, where they drop off.
* The Company will ensure across all stages and throughout the duration of the contract, the performance of the platform including written content, messages, design.

**Social media specifications:**

* Proposals including using interactive feature of social media platforms such **as Instagram Stories, Facebook 360 degrees, Facebook cover video, Twitter opinion polls** and paid ads on social media platforms such as Facebook or YouTube are strongly encouraged. These products will be placed on SEESAC’s existing social media channels[[15]](#footnote-15), and content placement will be done by SEESAC.

**The platform should include at least the below requirements:**

* **One logo** which should include 1 distinctive visual element to be used throughout the platform and all other materials produced. The visual element should be minimal and abstract.
* **The title of the platform**, which should be catchy, easy to remember and to translate into all languages of the region. The title should be related to the overall objective of the online campaign.
* **Four key awareness messages** matching four identified targeted audiences and types of misuse (eg. domestic violence, celebratory shooting etc.). The Company is encouraged to make use of the information provided from SEESAC’s perceptions surveys and the [AVMP platform](http://www.seesac.org/AVMP/?year=2017&month=4&incident_type=8&region=1318#trends) in the development of the messages. The messages should be concise, simple and adaptable.
* **One max. 40 seconds animation/gif/video raising awareness on the misuse of firearms in domestic violence** to be placed on the platform but also suitable for social media dissemination. Please see an example here: <http://bit.ly/2AxDTw4>,
* **One max. 40 seconds animation/gif/video raising awareness on dangers of misuse of firearms on celebratory shootings** to be placed on the platform but also suitable for social media dissemination.
* **One max. 40 seconds animation/gif/video on general awareness about the dangers of firearms** to be placed on the platform but also suitable for social media dissemination.
* **One max. 30 seconds gif** awareness on the danger of firearms using **data visualization** based on data provided by SEESAC to be placed on the platform but also suitable for social media dissemination.
* **One max. 40 seconds animation/gif/video** promoting the platform to be disseminated on social media when the platform will be officially launched.
* **Two multiple interactive media features** which respond to the user’s actions by presenting content such as texts, moving images, animations, videos, audios, video games, a quiz, etc. These should be related to the overall objective of the online campaign and will be used throughout the 12 months of the campaign.

**Additional information:**

* The company will ensure maintenance of the platform and repair of any bugs or dysfunction throughout the duration of the contract[[16]](#footnote-16),
* Hosting and maintenance and all other foreseeable costs of the platform must be budgeted in the financial offer.
* The proposal should ensure that the online communications campaign is implemented in a manner that eliminates ‘device bias’, i.e. ensuring that the platform is compatible with any internet-browsing device, particularly smartphones or tablets and should be connected to all meaningful social media platforms.

**e. Deliverables and timeframe**

The following deliverables will be required from the company:

|  |  |  |
| --- | --- | --- |
| Deliverables | Delivered by: | Payment Schedule |
| **1. Development and implementation of an Interactive Digital Platform on the dangers of firearms in South East Europe** | | |
| **1.1**  **The strategy and action plan for the online communications campaign for the entire duration of the contract**. This strategy will be based on the draft strategy presented in the bid submission (please see more details below). The final strategy will include at least: detailed descriptions of all actions to be conducted within this campaign and their timeline, all visual/messaging proposals for the platform, including details about how many people is the campaign aiming to reach and how; | 2 weeks after signing the contract | 10% of the total Contract amount |
| **1.2**  **Submit at least 2 different mock-ups of the platform** (including visuals for the platform and all the relevant proposed communications materials directly linked to the platform and suitable for social media usage). | 3 weeks after signing the contract |  |
| **1.3**  **Proposed platform** for the awareness campaign **developed and piloted**, including all the relevant visuals and key message as described under the Scope of work in this TOR. Rate and the quality of user engagement monitored and additional improvement suggestions that might occur implemented during the piloting phase. | 6 weeks after signing the contract | 20% of the total Contract amount |
| **1.4**  **Proposed campaign through platform implemented** **and monitored** including all the relevant visuals and messages till the end of the Contract (including maintenance and hosting). | Upon approval of campaign visuals/messaging | 30% of the total Contract amount |
| **1.5**  **Monthly Progress reports submitted** summarizing all the activities conducted under this assignment, including all engagement on the digital interactive platform. | Monthly |  |
| **1.6**  **Final report delivered** summarizing all the activities conducted under the assignment, including all engagement on the digital interactive platform. | 1 week after the end of the campaign | 40% of the total amount |

The payments will be based on the successful completion of the above deliverables and following the approval by the SEESAC Coordinator.

**f. Qualifications**

The company should be a studio or an agency capable to produce web-based, innovative, user-engaging and user-friendly digital experiences with a focus on awareness raising campaigns. The company is expected to have the services of graphic designer, web developer, copywriter/ team leader

For the purpose of this request for proposals and their evaluation, the company **should submit:**

1. **A draft communication strategy** clearly specifying the approach chosen to complete the task assigned. The draft communications strategy should as minimum respond to:
   * What is the company’s approach to the online campaign including specific details about the development of the platform and overall visual identity of the campaign and messaging to influence attitudes towards firearms?
   * What are the main visuals and communication tools (eg. At least 1 Video, 1 gif, any quizzes, etc.) proposed for the communications campaign, including graphic design proposals.
   * What is the company’s strategy to reach people across all South-East Europe and how?

**g) Required Qualifications and Experience of the Company and key staff.**

**Minimum requirements and eligibility criteria for the company:**

* Certificate of registration,
* Minimum 3 years of relevant work experience, including in developing innovative and user-friendly digital experiences,
* Track record in development and implementation of online communications campaigns based on web-based, digital, interactive platforms,
* Minimum 3 references from 3 different clients which explain the details of the collaboration are required to confirm the eligibility of the company,
* Minimum 2 examples of the productions similar to the requirements of this assignment recently executed and a detailed list of relevant projects the company has been conducting in the last 3 years,
* Fluency (written and verbal) in English among the team members,
* Previous experience of working with a UN agency is an asset,
* Understanding of the political and cultural background in South-East Europe is an asset,
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Key Staff 1 (Copywriter and Team leader):

At least 3 years of professional experience as copywriter especially in developing impactful, simple, clear messages for campaigns with a social impact component and a proven professional record in the field of media and online communication, web based management systems, social media for public information/advocacy.

Key Staff 2 (Graphic Designer):

At least 3 years of professional experience in graphic design, visual arts, communications and/or another related field. Specialized in building a wide spectrum of visual concepts from gifs, infographics, sketches, basic social media visuals, videos, illustrations for digital platforms.

Key Staff 3 (Web Developer):

Advanced degree or equivalent in Computer Science, Technical Design or a related field. At least 3 years of professional experience in web based systems and implementation including experience in developing online digital interactive visualizations and with CMS – open-source, proprietary and custom solutions.

The Company is expected to provide detailed resume and portfolio containing qualifications and experiences with samples of previous work for all proposed team staff members.

**h. Duration, Monitoring and Reporting:**

The assignment is scheduled to begin on the date of Contract signing. The Contractor will report to SEESAC Regional Cooperation Coordinator. Reporting will be based on deliverables specified above.

**Annex 4**

**GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS ) CONTRACTS (FOR CONTRACTS LESS THAN US$ 50,000)**

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

1. **LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:
   1. Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
   2. The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **OBLIGATIONS OF THE CONTRACTOR:** 
   1. The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
   2. The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
   3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

**REV.: SEPTEMBER 2017 UNDP GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (*DE MINIMIS*) CONTRACTS PAGE 1**

1. **LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply: 
   1. UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.
   2. Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
   3. The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.
   4. The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
   5. In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
   6. The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.
   7. The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.
2. **PRICE AND PAYMENT:** 
   1. **FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
      1. The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
      2. UNDP shall effect payments to the Contractor in the amountsand pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
      3. Invoices shall indicate a deliverable completed and the corresponding amount payable.
      4. Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s provision of the Services.
   2. **COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract. 
      1. The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
      2. The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
      3. The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.
      4. UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
      5. Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s performance of the Services.
3. **ADVANCE PAYMENT:** 
   1. If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance paymentupon signature of this Contract by the Parties.
   2. If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.
4. **SUBMISSION OF INVOICES AND REPORTS:** 
   1. All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
   2. All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.
5. **TIME AND MANNER OF PAYMENT:** 
   1. Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
   2. Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.
6. **RESPONSIBILITY FOR EMPLOYEES:**
   1. 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.
   2. The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan. 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 above.
7. **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.
8. **SUBCONTRACTING:**  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.
9. **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 worker’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.
10. **INSURANCE AND LIABILITY**:
    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.
    2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.
    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.
    4. Except for the workmen's compensation insurance, the insurance policies under this Article shall:
       1. Name UNDP as additional insured;
       2. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
       3. Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
    5. The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.
11. **ENCUMBRANCES AND LIENS**: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.
12. **EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
13. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
    1. Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.
    2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
    3. At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.
    4. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.
14. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR**

**THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

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

* + 1. use the Discloser’s Information solely for the purpose for which it was disclosed.
  1. 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 17, the Recipient may disclose Information to:
     1. any other party with the Discloser’s prior written consent; *and*,
     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:
        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*,
        2. any entity over which the Party exercises effective managerial control; *or*,
        3. for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
  2. The Contractor may disclose Information *to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of arequest for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
  3. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
  4. 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.
  5. 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.

1. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**:
   1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
   2. If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
   3. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.
2. **TERMINATION**:
   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 22.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
   2. UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.
   3. In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.
   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, 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 UNDP of the occurrence of any of the above events.
   5. The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
3. **NON-WAIVER OF RIGHTS**: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
4. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
5. **SETTLEMENT OF DISPUTES**:
   1. **AMICABLE SETTLEMENT**: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
   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

22.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26

(“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

1. **PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
2. **TAX EXEMPTION**:
   1. Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
   2. The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.
3. **MODIFICATIONS**: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.
4. **AUDITS AND INVESTIGATIONS**:
   1. Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.
   2. UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
   3. The Contractor shall provide its full and timely cooperation with any such inspections, postpayment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.
   4. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

1. **LIMITATION ON ACTIONS**:
   1. Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
   2. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
2. **ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.
3. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.
4. **STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission” and ST/SGB/2006/15 of 26 December 2006 on “Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following:
   1. The UN Supplier Code of Conduct;
   2. UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);
   3. UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
   4. UNDP Vendor Sanctions Policy; and
   5. All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

1. **OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
2. **CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.
3. **MINES**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
4. **SEXUAL EXPLOITATION:**
   1. In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse.” In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.
   2. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
   3. UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.
5. **ANTI-TERRORISM**: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\_sanctions\_list.](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list) This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

1. *A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.* [↑](#footnote-ref-1)
2. including: Albania, Bosnia and Herzegovina, Kosovo, Moldova, Montenegro, the former Yugoslav Republic of Macedonia and Serbia. [↑](#footnote-ref-2)
3. The list of SEESAC social media channels:

   1. [Twitter channel,](https://twitter.com/UNDP_SEESAC/)
   2. [Facebook page](https://www.facebook.com/SEESAC/),
   3. [YouTube channel](https://www.youtube.com/user/seesacorg),
   4. [Instagram account](https://www.instagram.com/undp_seesac/),
   5. [Flickr account](https://www.flickr.com/photos/100872566@N07/albums/72157669238174259).

   [↑](#footnote-ref-3)
4. UNDP is the owner of the platform and all online campaign related products under this Contract. UNDP holds the right to extend the use of the Platform after the Contract expires. [↑](#footnote-ref-4)
5. *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.* [↑](#footnote-ref-5)
6. *UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.* [↑](#footnote-ref-6)
7. *Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed $100,000.00.* [↑](#footnote-ref-7)
8. *Where the information is available in the web, a URL for the information may simply be provided.* [↑](#footnote-ref-8)
9. *Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.*  [↑](#footnote-ref-9)
10. *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.* [↑](#footnote-ref-10)
11. *This serves as a guide to the Service Provider in preparing the Proposal.*  [↑](#footnote-ref-11)
12. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-12)
13. \* References to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999). [↑](#footnote-ref-13)
14. including: Albania, Bosnia and Herzegovina, Kosovo, Moldova, Montenegro, the former Yugoslav Republic of Macedonia and Serbia. [↑](#footnote-ref-14)
15. The list of SEESAC social media channels:

    1. [Twitter channel,](https://twitter.com/UNDP_SEESAC/)
    2. [Facebook page](https://www.facebook.com/SEESAC/),
    3. [YouTube channel](https://www.youtube.com/user/seesacorg),
    4. [Instagram account](https://www.instagram.com/undp_seesac/),
    5. [Flickr account](https://www.flickr.com/photos/100872566@N07/albums/72157669238174259).

    [↑](#footnote-ref-15)
16. UNDP is the owner of the platform and all online campaign related products under this Contract. UNDP holds the right to extend the use of the Platform after the Contract expires. [↑](#footnote-ref-16)