



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

<p style="text-align: center;">UNDP Azerbaijan 3, UN 50th Anniversary str. Baku, Azerbaijan, AZ 1001</p>	<p>DATE: 17 March 2022</p> <p>REFERENCE: RFP for event management/VET 4 the Future/2022</p>
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Dear Sir / Madam:

We kindly request you to submit your Proposal for event management within “VET for the future: Development of VET providers’ excellence in Azerbaijan” project

Proposals may be submitted on or before **Sunday, April 17, 2022** and via email to the address below:

To: procurement.aze@undp.org

The Proposer is required to prepare the Financial Proposal in a password protected files separate from the rest of the RFP.

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

Email submission shall be governed as follows:

- a) The Technical Proposal and the Financial Proposal files **MUST BE COMPLETELY SEPARATE**. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address.
- b) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order,

UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

DocuSigned by:

Subhan

DE0A0C4CE36343D...

Mr. Subhan Ahmadov
OM, UNDP Azerbaijan

Annex 1**Description of Requirements**

Context of the Requirement	Event Management Services
Implementing Partner of UNDP	SAVE
Brief Description of the Required Services ¹	The United Nations Development Programme (UNDP) in Azerbaijan hereby solicit your proposal for provision of services for “ Event Management Services ”, as per the enclosed Terms of Reference (TOR)
List and Description of Expected Outputs to be Delivered	Please see TOR
Person to Supervise the Work/Performance of the Service Provider	Project manager
Frequency of Reporting	N/A
Progress Reporting Requirements	Please see TOR
Location of work	
Expected duration of work	Till 31 st of December 2022
Target start date	May 5, 2022
Latest completion date	31 st of December, 2022
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space and facilities, if available
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	USD, United States Dollars
Value Added Tax on Price Proposal ²	must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	90 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
Payment Terms ³	Please see the detailed TOR attached with this document

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project manager
Type of Contract to be Signed	Contract for services and Purchase Order
Criteria for Contract Award	<p><i>Combined scoring method</i></p> <p>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.</p>
Criteria for the Assessment of Proposal	<p>Combined scoring method, the formula for the rating (70 % for technical evaluation and 30% for financial) of the Proposals will be as follows:</p> <p>Expertise of firm /organization submitting proposal. 25 Marks</p> <ul style="list-style-type: none"> • General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization) (5 Marks) • Availability of nationwide network of hotel and conference meeting halls, especially in the areas where UN projects are conducted (5 Marks) • Extent to which any work would be subcontracted, if yes, good reputation of the vendor i.e. performers, simultaneous interpreter system, translators/interpreters and note taker, additional electronic and audio-visual equipment, photo/audio documentation, printing, branding materials design, floral decoration, stage design and preparation, seating and venue arrangement/decoration, and vehicle rental. (10 Marks) • Relevance of: <ul style="list-style-type: none"> ➤ Specialized Knowledge ➤ Experience on Similar Programme / Projects ➤ Experience on Projects in the Region ➤ Work for UN / major multilateral/ or bilateral programmes (5 Marks) <p>Proposed Work Plan and Approach. 25 Marks</p> <ul style="list-style-type: none"> • Does the Bidder understand the task? (10 Marks) • Event Management and Meeting Package offered: quality and completeness of the services (8 Marks) • System of quality control of the services provided as well as reporting and monitoring plan (7 Marks) <p>Personnel. 20 Marks</p> <ul style="list-style-type: none"> • Educational Qualification in the relevant field (5 Marks) • Manager, at least 5 years of experience in the required field, supporting staff, 2 persons, at least 2 years of experience in the required field (5 Marks)

	<ul style="list-style-type: none"> Professional Experience of working with the UN, embassies, or other international organizations (5 Marks) English Language ability (spoken and writing) (5 Marks) <p>A total possible value of the technical component is 70 Marks</p> <p><i>The minimum threshold for technical part of the offers is 49 Marks .</i></p> <div style="border: 1px solid black; padding: 5px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>(TP Rating) x (Weight of TP, e.g. 70%)</p> <p>+ (FP Rating) x (Weight of FP, e.g., 30%) _____</p> <p>Total Combined and Final Rating of the Proposal</p> </div>
UNDP will award the contract to:	Partial quotes are not permitted, UNDP will award only and only one bidder
Annexes to this RFP ⁴	Detailed TOR (Annex 1) Form for Submission of Proposal (Annex 2) General Terms and Conditions / Special Conditions (Annex 3) ⁵
Contact Person for Inquiries (Written inquiries only) ⁶	<p>For any questions please contact procurement.aze@undp.org. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>PLEASE NOTE THAT PROPOSALS RECEIVED THROUGH ANY OTHER MEANS WILL NOT BE CONSIDERED</p>
Pre-bid meeting to clarify UNDP requirements to the bidders	<p>Pre-bid meeting in online format will be conducted on 28th of March 2022, 11:00 am.</p> <p>Interested companies to participate in pre-bid meeting should send a confirmation email for participation to procurement.aze@undp.org till 25th of March 11:00 am</p>

Annex 1

Terms of Reference

Background

“VET for the Future” funded by the European Union and implemented by the UNDP in Azerbaijan will regularly organize conferences, workshops, seminars and meetings (“Events”) in respect of its programme implementation.

The main objective of the project is to enhance the quality and relevance of the education and training system in Azerbaijan supporting economic diversification, creating opportunities for lifelong learning, and fulfilling the Education Development Strategy in line with European and international best practice.

Improving the quality of vocational education requires the improvement of skills and capacities of trainers. Therefore, the project will implement systematic and targeted support measures/trainings/events in this direction.

To achieve cost efficiency from economies of scale while ensuring outstanding quality of services, it was agreed UNDP to consolidate some Events Management till end of the year 2022.

Through a competitive process, Event Management services may include, but are not limited to providing:

- A suitable venue and required IT equipment
- Meeting package and hotel accommodation
- Assist with the setup of displays and sets of the event
- Distribute invitations and handle RSVPs
- Liaise with an appropriate catering supplier and manage all catering requirements
- Provide staffing of event reception/registration desk
- Provide staffing and support of all associated conference workshops
- Source and liaise with potential speakers and facilitators
- Help design and collate participant feedback after the event has ended
- Other ad hoc duties

A. Scope of Services

The contract shall be used as an umbrella where it has unit prices for essential activities/ items proposed by the Contractor(s) during the initial tender. The implementation of it will be on an as needed basis and the Contractor(s) shall be requested to provide quotations for a specific Terms of Reference using the initially agreed unit prices. Below is a statement of the main items in the scope of services requested by UNDP.

B.1 Event Management and Meeting Package:

The Contractor(s) shall upon, request and receipt of duly authorized instructions from the respective unit, facilitate the organization and make all necessary arrangements in organizing Events nationwide. This shall include arranging the venues and all associated facilities. Specifically, the Contractor(s) shall do some or all of the following activities:

1. Identify two (2) suitable conference meeting halls in a timely manner. The Contractor(s) has to ensure that the recommended venues have a good security system and are not located in a high-risk area. When required, the Contractor(s) should be able to coordinate of placing a policeman/woman/security official outside the meeting room for the duration of the event.
2. Ensure that meeting packages (lunch, coffee breaks, and dinner) are provided and arranged in timely manner and as required.
3. Ensure that any other services required will be satisfactorily provided and fully functional, e.g. performers, simultaneous interpreter system, translators/interpreters and note taker with knowledge of relevant subject of the event (e.g. democratic governance, poverty reduction, crisis prevention and recovery, environment etc), additional electronic and audio-visual equipment (screen, LCD, pointers, notebooks/laptops, desktop, printers, photocopy machine, microphone, tape recorder, lightning, cable extension, etc.), workshop materials (flipcharts, folders, name tag, quality pens, notebooks, etc.)
4. Provide administrative and secretarial services (e.g. copying, printing, stand by at the secretariat room) as well as technical support for events registration and coordination with hotel management throughout the event period and ensure that all requirements are provided and arranged in a timely manner and as required.
5. Ensure and arrange Photo and Audio/Video documentation and production of the photos and audio/video as required.
6. Participant invitation and ensure minimum attendance of the participants as well as arrange and manage registration of participants on the event. These include: (a) design and print invitation and registration forms, (b) sending out the invitations, (c) communication with participants regarding their participation and requirements, and (d) creation of participant list (with their institution and contact number) as well as (e) monitoring of and reporting on actual attendance at the event.
7. Provide vehicle rental and arrangement services from and to the meeting hall.
8. Organize and manage services for participants from out of town and/or overseas, including ensuring adequate cash resources to be available to cover all invoices and costs including Daily Subsistence Allowance/Per diem to selected participants/resource persons based on written instruction from units and travel ticket arrangement.

B.2 Hotel Accommodation:

The Contractor(s) shall upon request and receipt of duly authorized instructions from the respective units, facilitate the organization and make all necessary arrangements for the hotel accommodation nationwide is an indicative though not exhaustive list of hotels that are often used by the units. This shall include booking the rooms and arranging the airport pickup and all associated facilities. Specifically, the Contractor(s) shall do some or all of the following activities:

1. Identify two (2) suitable hotel accommodations in a timely manner. The Contractor(s) has to ensure that the recommended hotels have a good security system and are not located in a high-risk area.
2. Make the requested room reservations for lodging accommodations when requested by the respective units. This service shall include initiating and confirming reservations, communicating the reservation status with the respective units' guests, and confirming the all-inclusive or any other type of rate requested at which the reservation is made.
3. Host and facilitate the accommodation of the respective units' participants.

4. Negotiate to the maximum extent possible, discount rates, for hotel accommodations applicable specifically to reservations by the respective units on a nationwide basis.

D. Service Standards

1. The Contractor(s) shall provide polite, responsive and efficient service at all times to fulfill the respective units' requirements. As a service objective, telephone calls and emails should be answered promptly.
2. The Contractor(s) shall not favour any particular carrier or service provider when making reservations. The Contractor(s) shall maintain excellent relations with all carriers for the benefit of unit.
3. The contractor will be assessed for the performance of its services and deliver its products in accordance prescribed minimum performance standards set by the UNDP.
4. Contractor(s) shall provide the following service hours: Monday – sunday between 8.00 am and 6.00 pm, if required.
5. Contractor(s) shall acknowledge immediately any complaints and disputes which arise and resolve them within ten (1) days.

E. Quality Control for the Services

1. The Contractor(s) shall monitor the quality of the services provided to units on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the respective units. UNDP shall be notified of any deficiencies found and corrective action taken.
2. UNDP reserve the right to conduct their own quality control surveys to ensure the adequacy of the services.
3. The Contractor(s) warrants that the personnel assigned to handle UNDP arrangements shall have a strong event management and hotel reservation skills and experience and shall constantly be trained to be kept up to date.

F. Personnel Required

1. The Contractor(s) shall assign a Manager experienced in providing corporate Event Management services (minimum 5 years' experience) to oversee the services provided to the UNDP and to ensure full compliance with all requirements of the Contract with the UNDP.
2. The Contractor(s) shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with UNDP Azerbaijan. In general, the Contractor(s) shall assign the relevant personnel, including Administrative support, according to their technical know-how and reliability (minimum 2 years' experience on the related field).
3. The Contractor's employees shall perform their functions in a highly efficient and professional manner.

G. Requirements for the Contractor(s)

The Contractor(s) should have:

1. Proven extensive experience and strong track record in organizing and managing high profile events.
2. Proven extensive networks with the media.
3. Proven experience with the UN or other international organizations.
4. Preferable have nationwide networks or branches/offices (at provincial as well as at the district levels)

5. Financially stability which is evidenced by the healthy Financial Statement/Balance Sheet.

H. Payment Schedule

While the contract will serve as legal umbrella for the contractual relationship, every order for a particular event will be placed through a submitted required document by the UNDP with the following tentative payment mode:

Payment per each deliverable after completion of all works for particular event.

Deliverables	Percentage	Timing	Condition for Payment Release
Upon delivery of Event 1,2,3, 4	20%	May - June 2022	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Upon delivery of Event 5, 6,7	15%	July 2022	
Upon delivery of Event 8, 9 ,10	15%	August 2022	
Upon delivery of Event 11, 12,13	15%	September 2022	
Upon delivery of Event 14,15,16	15%	October 2022	
Upon delivery of Event 17, 18	10%	November – 2022	
Upon delivery of Event 19,20	10%	December 2022	

All above mentioned deliverable payment percentages can be adjusted, if needed.

K. Performance Standards and Service Level Guarantees

The Contractor(s) shall perform its services and deliver its products in accordance with the herein prescribed minimum performance standards set by the UNDP:

PRODUCT/ SERVICE	PERFORMANCE ATTRIBUTE	DEFINITION	STANDARD/ SERVICE LEVEL
1. Conferences and Meetings including catering	Accuracy	Ability to perform task completely and without error.	Zero-Error conferences arrangements
	Timelines of Delivery	Ability to deliver product or service on or before promised date.	Meeting hall and catering confirmation is made at the latest one (1) week before the event takes place
2. Provide additional support services such as interpreters, audio visual equipment, workshop materials and others as required	Timeliness of Delivery	Ability to deliver service promptly.	Confirmation on the delivery of the service on the date of the event is received at the latest one (1) week before the event
	Quality	Ability to deliver excellent product or service.	Product or service is delivered with minimum 95% of the required quality
3. Exhibition Management	Accuracy	Ability to perform task completely and without error.	Zero-Error exhibition management

	Timelines of Delivery	Ability to deliver product or service on or before promised date.	Exhibition is organized at the latest one (1) week before the event take place
	Quality	Ability to deliver excellent product or service.	Product or service is delivered with minimum 95% of the required quality
4. Administrative and Secretarial Services	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources.	Required services are delivered within the deadline
	Accuracy	Ability to perform task completely and without error.	Zero-Error on administrative and secretarial services
	Quality	Ability to deliver excellent product or service.	Product or service is delivered with minimum 95% of the required quality
5. Photo and Audio/Video documentation	Timeliness of Delivery	Ability to deliver service promptly.	Confirmation on the delivery of the service on the date of the event is received at the latest one (1) week before the event
	Quality	Ability to deliver excellent product or service.	Services are delivered with minimum 95% of required quality
6. Press Conference	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources.	Press Conference is arranged at the latest one (1) week before the event take place and at least 20 major media attended the press conference
7. Radio Broadcast and TV Station	Timeliness of Delivery	Ability to deliver service promptly.	Confirmation on the delivery of the service is received at the latest one (1) week before the event
8. Distribute invitations and handle RSVPs	Accuracy	Ability to perform task completely and without error.	Zero-Error on distribution and no delays and at least 90% confirmed RSVPs attend the event
	Speed and Efficiency	Ability to deliver product or service promptly and with the minimum use of resources.	Invitations are sent within one (1) day upon finalization of invitation letter and RSVPs are confirmed at the latest forty-eight (48) hours before the event
9. Vehicle Rental/ Meet and Greet	Timeliness of Delivery	Provide transport to Travelers from/to UNDP, hotels or residences to/from airport or other destinations as required.	Within forty-eight (48) hours before departure or arrival, the Contractor(s) shall have the vehicle rental/meet and greet assistance arranged
10. Accommodation	Accuracy	Ability to perform task completely and without error.	Zero-Error accommodation arrangements
	Timelines of Delivery	Ability to deliver product or service on or before promised date.	Accommodation confirmation is made at the latest one (1) week before the event take place

11. Reporting	Management Information	Information is captured for all the services provided.	Provide complete Activity Report, Quarter Reports, and Yearly Reports.
	Timelines of Delivery	Ability to provide report on or before the promised date.	Activity Report is delivered within one (1) week after the event and Quarter Reports and Yearly Reports are delivered within two (2) weeks after the end of the respective month.
12. Service Quality	Accessibility	Ability to access or approach Contractor	Response Time: Answer 80% of calls within 3rd ring. Hold Time: Maximum 20% of calls placed on hold. Call Back Time: 90% of all call-backs within 60 minutes Abandoned Calls: Maximum 5% lost calls during normal hours. E-mail : available and response within same day
	Speed and Efficiency	Ability to provide Face to Face Assistance with the minimum use of resources.	Waiting Time for Assistance: Not more than five (5) minutes
13. Hours of Operation	Readiness to do Business	Sufficient manpower to commence business at the start of office hours.	Service hours: Monday – Friday between 8.00 am and 6.00 pm. And during event arrangement, half day service on Saturday between 9.00 am and 1.00 pm.
14. Complaint and Disputes	Acknowledgment	Provide written acknowledgement.	Written acknowledgement provided within 24 hours.
	Problem Solving	Ability to resolve complaints.	Within ten (10) days disputes and misunderstanding are resolved.
15. Quality Control	Accuracy	Ability to provide service without error.	Log maintained to compare error rate with total transactions.
	Speed and Efficiency	Ability to deliver service promptly and with the minimum use of resources.	Inadequate quality of service is mended within forty-eight (48) hours
16. Provide staffing and support of all associated conference workshops	Competence	Minimum experience.	a. Designated Manager has a minimum of eight (5) years of relevant experience. Fluency in English. b. Support staff: (2 persons) have a minimum of two (2) years of relevant experience. Fluency in English.
17. Bills	Accuracy	Ability to generate billing statements without errors.	Zero-Error or no discrepancy between invoices and attachments.

	Clarity	Ability to generate bills that are transparent or easy to understand.	Zero>Returns for clarification/ explanation.
18. Quotation	Timeliness of Delivery	Ability to provide quotation on or before the promised date.	Within one (1) week from time of request shall immediately submit quotation based on the activities requested.
	Accuracy	Ability to prepare quotation without errors.	Zero-Error or no discrepancy between quotation and agreed unit price stated in the LTA
	Fairness	Reasonable charges for services that do not have unit price in the LTA.	At lower rates than or same rates as market standards.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)***

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Latest Business Registration Certificate*
- b) Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List*
- c) To confirm that, no consistent history of court/arbitral award decisions against the Bidder for the last 3 years.*
- d) Company Profile*
- e) The agency should have minimum 5 years of experience in implementing similar projects*
- f) Agency should have received at-least 5 similar projects/ assignments in last three Financial Years*
- g) Track Record – list of clients for similar services as those required by UNDP*
- h) Quality certificate, if available*
- i) At least 5 years of experience in the field of event management*
- j) Minimum 10 business events organized and conducted annually in average over past 3 years (2018-2021) including minimum 2 of following services types: provision of accommodation, conference facilities, meals, online and hybrid events with simultaneous equipment and other indicated above.*
- k) CVs of personals to be involved in the event management services (manager, at least 5 years of experience in the required field, supporting staff, 2 persons, at least 2 years of experience in the required field)*
- l) Financial proposal must be VAT exclusive*
- m) The bidder should have at least 200.000 USD turnover for the last three years proven with the official statement form/letter from the local TAX authorities*
- n) Proposed work approach for implementation of the required services proving with available recourses and capabilities.*

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted (CVs of Manager and team members are requirement;)*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Latest delivery date	Price <i>(Lump Sum, All Inclusive)</i>
1				
2				
3				
4				

**This shall be the basis of the payment tranches.*

Form for financial proposal:

Item No:	Description of services	Unit description	Number of attendances	Unit number	Unit price	Total price VAT exclusive	Location
Event 1							
1.	Lunch	person	25	2			Sheki
2.	Coffee Break	person	25	4			Sheki
3.	Dinner	person	25	2			Sheki
4.	Venue at least in 4-star hotel or equivalent for 35 people	Per day	1	2			Sheki

5.	Accommodation services at least in 4-star hotel or equivalent	Per day	25	2			Sheki
6.	Transportation: Baku-Sheki-Baku	vehicle	25	1			Sheki
7.	Photo coverage	Per day	1	2			Sheki
8.	Microphone set with related support equipment	Per item	2	7			Sheki
9.	Manager	Per day	1	2			Sheki
10.	Supporting staff	Per day	2	2			Sheki
Event 2							
1.	Lunch	persons	20	1			Baku
2.	Coffee Break	persons	20	2			Baku
3.	Catering packages, including lunch/coffee break	persons	20	1			Baku online event
4.	Venue in 5-star hotel or equivalent for 30 people	Per day	1	1			Baku
5.	Photo coverage	Per day	1	1			Baku
6.	Microphone set with related support equipment	Per item	1	5			Baku
7.	Supporting staff	Per day	1	1			Baku
Event 3							
1.	Lunch	person	25	2			Baku
2.	Coffee Break	person	25	4			Baku
3.	Venue at least in 5-star hotel or equivalent for 25 people	Per day	1	2			Baku
4.	Photo coverage	Per day	1	2			Baku
5.	Microphone set with related support equipment	Per item	2	7			Baku
6.	Supporting staff	Per day	1	2			Baku
Event 4							
1.	Lunch	person	15	2			Baku
2.	Lunch	person	15	2			Ganja
3.	Lunch	person	15	2			Sheki

4.	Lunch	person	15	2			Jalilabad
5.	Lunch	person	15	2			Lankaran
6.	Coffee Break	person	15	4			Baku
7.	Coffee Break	person	15	4			Ganja
8.	Coffee Break	person	15	4			Sheki
9.	Coffee Break	person	15	4			Jalilabad
10.	Coffee Break	person	15	4			Lankaran
11.	Venue at least in 4-star hotel or equivalent for 20 people	Per day	1	2			Baku
12.	Venue at least in 4-star hotel or equivalent for 20 people	Per day	1	2			Ganja
13.	Venue at least in 4-star hotel or equivalent for 20 people	Per day	1	2			Sheki
14.	Venue at least in 4-star hotel or equivalent for 20 people	Per day	1	2			Jalilabad
15.	Venue at least in 4-star hotel or equivalent for 20 people	Per day	1	2			Lankaran
16.	Photo coverage	Per day	1	10			For overall event
17.	Microphone set with related support equipment	Per item	10	5			For overall event
18.	Manager	Per day	1	10			For overall event
19.	Supporting Staff	Per day	1	10			For overall event
Event 5							
1.	Lunch	Per person	60	1			Baku
2.	Coffee break	Per person	60	1			Baku
3.	Dinner	Per person	10	1			Baku
4.	Venue at least in 5-star hotel or equivalent for 60 people	Per day	1	1			Baku
5.	Accommodation at least in 4-star hotel	Per day	10	1			Baku

6.	Transportation	Per vehicle	3	1			Sheki-Baku-Sheki
7.	Transportation	Per vehicle	4	1			Ganja-Baku-Ganja
8.	Transportation	Per vehicle	3	1			Jalilabad-Baku-Jalilabad
9.	Photo coverage	Per day	1	1			Baku
10.	Microphone set with related support equipment	Per item	1	10			Baku
11.	Manager	Per day	1	1			Baku
12.	Supporting Staff	Per day	1	1			Baku
Event 6							
1.	Coffee break	Per day	60	1			Baku
2.	In city transportation 45 persons	Per vehicle	1	1			Baku
3.	Photo coverage	Per day	1	1			Baku
4.	Video shooting (final product 3 minutes video clip)	Per day	1	1			Baku
5.	Microphone set with related support equipment	Per item	1	10			Baku
6.	Design and printing of banner and set up	Meter	1	7			Baku
7.	Supporting Staff	Per day	1	1			Baku
Event 7							
1.	Lunch	Per person	60	1			Baku
2.	Coffee break	Per person	60	1			Baku
3.	Dinner	Per person	10	1			Baku
4.	Venue at least in 5-star hotel or equivalent for 60 people	Per day	1	1			Baku
5.	Transportation	Per vehicle	3	1			Sheki-Baku-Sheki
6.	Transportation	Per vehicle	4	1			Ganja-Baku-Ganja

7.	Transportation	Per vehicle	3	1			Jalilabad-Baku-Jalilabad
8.	Accommodation at least in 4-star hotel	Per day	10	1			Baku
9.	Photo coverage	Per day	1	1			Baku
10.	Microphone set with related support equipment	Per item	1	10			Baku
11.	Video shooting (final product 3 minutes video clip)	Per day	1	1			Baku
12.	Supporting Staff	Per day	1	1			Baku
Event 8							
1.	Lunch	Per person	25	1			Baku
2.	Lunch	Per person	25	1			Sheki
3.	Lunch	Per person	25	1			Jalilabad
4.	Lunch	Per person	25	1			Lankaran
5.	Coffee Break	Per person	25	2			Baku
6.	Coffee Break	Per person	25	2			Sheki
7.	Coffee Break	Per person	25	2			Jalilabad
8.	Coffee Break	Per person	25	2			Lankaran
9.	Catering packages, including lunch/coffee break	Per person	25	2			Baku Online Event
10.	Venue at least in 5-star hotel or equivalent for 30 people	Per day	1	1			Baku
11.	Venue at least in 5-star hotel or equivalent for 30 people	Per day	1	1			Sheki
12.	Venue at least in 5-star hotel or equivalent for 30 people	Per day	1	1			Lankaran
13.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Jalilabad
14.	Accommodation at least in 4-star hotel	Per day	6	1			Baku

15.	Transportation Dashkesen-Gedebey-Goygol-Ganja and vice-versa	Per vehicle	2	1			Dashkesen-Gedebey-Goygol-Ganja and vice versa
16.	Transportation Masalli-Lankaran and vice-versa	Per vehicle	2	1			Masalli-Lankaran and vice versa
17.	Transportation Zagatala-Gakh -Balakan-Goychay-Sheki and vice-versa	Per vehicle	2	1			Zagatala-Gakh-Balakan-Goychay-Sheki and vice-versa
18.	Photo coverage	Per day	1	4			For overall event
19.	Microphone set with related support equipment	Per item	4	7			For overall event
20.	Manager	Per day	1	4			For overall event
21.	Supporting Staff	Per day	1	6			For overall event
Event 9							
1.	Lunch	Per person	25	1			Baku
2.	Coffee Break	Per Person	25	2			Baku
3.	Venue at least in 5-star hotel or equivalent for 30 people	Per Person	1	1			Baku
4.	Microphone set with related support equipment	Per item	1	7			Baku
5.	Laptop, screen, and projector	Per item	1	1			Baku
6.	Flip Chart easel	Per item	1	5			Baku
7.	Photo coverage	Per day	1	1			Baku
8.	Supporting Staff	Per day	1	1			Baku

Event 10							
1.	Coffee Break	Per person	100	1			Baku
2.	Venue at least in 4-star hotel or equivalent for 100 people	Per day	1	1			Baku
3.	Microphone set with related support equipment	Per item	1	40			Baku
4.	Laptop, screen, and projector	Per item	1	1			Baku
5.	Flip Chart easel	Per item	1	10			Baku
6.	Design and printing of banner and set up	Meter	1	10 meters			Baku
7.	In city Transportation for 45 persons	Per vehicle	1	2			Baku
8.	Photo Coverage	Per day	1	1			Baku
9.	Video shooting (final product 3 minutes video clip)	Per day	1	1			Baku
10.	Manager	Per day	1	1			Baku
11.	Supporting Staff	Per day	2	1			Baku
Event 11							
1.	Lunch	Per person	150	1			Baku
2.	Coffee Break	Per person	150	1			Baku
3.	Dinner	Per person	10	1			Baku
4.	Venue at least in 4-star hotel or equivalent for 150 people	Per day	1	1			Baku
5.	Accommodation in 4-star hotel	Per day	10	1			Baku
6.	Transportation	Per vehicle	3	1			Sheki-Baku-Sheki
7.	Transportation	Per vehicle	4	1			Ganja-Baku-Ganja
8.	Transportation	Per vehicle	3	1			Jalilabad-Baku-Jalilabad
9.	In city transportation for 45 persons	Per vehicle	1	3			Baku

10.	Microphone set with related support equipment	Per item	1	2			Baku
11.	Laptop, screen, and projector	Per item	1	1			Baku
12.	Flip Chart easel	Per item	1	10			Baku
13.	Photo Coverage	Per day	1	1			Baku
14.	Video shooting (final product 3 minutes video clip)	Per day	1	1			Baku
15.	Manager	Per day	1	1			Baku
16.	Supporting Staff	Per day	2	1			Baku
17.	Printing of event materials white/black	Per page	1	500			Baku
Event 1							
1.	Lunch	Per person	25	5			Baku
2.	Coffee break	Per person	25	10			Baku
3.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	5			Baku
4.	Microphone set with related support equipment	Per item	5 days	7			Baku
5.	Laptop, screen, and projector	Per item	5 days	1			Baku
6.	Flip Chart easel	Per item	5 days	5			Baku
7.	Photo coverage	Per day	1	1			Baku
8.	Supporting Staff	Per day	1	5			Baku
Event 13							
1.	Lunch	Per person	25	7			Baku
2.	Coffee break	Per person	25	14			Baku
3.	Dinner	Per person	6	7			Baku
4.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	7			Baku
5.	Accommodation at least in 4-star hotel	Per day	6	7			Baku
6.	Transportation	Per vehicle	2	1			Sheki-Baku-Sheki
7.	Transportation	Per vehicle	2	1			Ganja-Baku-Ganja

8.	Transportation	Per vehicle	2	1			Jalilabad- Baku- Jalilabad
9.	Microphone set with related support equipment	Per item	7 days	7			Baku
10.	Laptop, screen, and projector	Per item	7 days	1			Baku
11.	Flip Chart easel	Per item	7 days	5			Baku
12.	Photo Coverage	Per day	1	7			Baku
13.	Supporting Staff	Per day	1	7			Baku
Event 14							
1.	Lunch	Per person	20	2			Baku
2.	Lunch	Per person	15	1			Ganja
3.	Lunch	Per person	15	1			Sheki
4.	Lunch	Per person	15	1			Jalilabad
5.	Coffee break	Per person	20	4			Baku
6.	Coffee break	Per person	15	2			Ganja
7.	Coffee break	Per person	15	2			Sheki
8.	Coffee break	Per person	15	2			Jalilabad
9.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	2			Baku
10.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Ganja
11.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Sheki
12.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Jalilabad
13.	Microphone set with related support equipment	Per item	5 days	7			For overall event
14.	Laptop, screen, and projector	Per item	5 days	1			For overall event
15.	Flip Chart easel	Per item	5 days	5			For overall event
16.	Photo Coverage	Per day	1	5			For overall event

17.	Supporting Staff	Per day	1	5			For overall event
Event 15							
1.	Lunch	Per person	25	1			Baku
2.	Lunch	Per person	20	1			Sheki
3.	Lunch	Per person	20	1			Ganja
4.	Lunch	Per person	20	1			Jalilabad
5.	Coffee break	Per person	25	2			Baku
6.	Coffee break	Per person	20	2			Sheki
7.	Coffee break	Per person	20	2			Ganja
8.	Coffee break	Per person	20	2			Jalilabad
9.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Baku
10.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Sheki
11.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Ganja
12.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Jalilabad
13.	Transportation Dashkesen-Gedebey-Goygol-Ganja and vice-versa	Per vehicle	2	1			Dashkesen-Gedebey-Goygol-Ganja and vice-versa
14.	Transportation Masalli-Lankaran Jalilabad and vice-versa	Per vehicle	2	1			Masalli-Lankaran Jalilabad and vice-versa
15.	Transportation Zagatala-Gakh -Balakan-Goychay-Sheki and vice-versa	Per vehicle	2	1			Zagatala-Gakh - Balakan-Goychay-Sheki and vice-versa

16.	Laptop, screen, and projector	Per item	4 days	1			For overall event
17.	Microphone set with related support equipment	Per item	4 days	7			For overall event
18.	Flip Chart easel	Per item	4 days	5			For overall event
19.	Supporting Staff	Per day	1	4			For overall event
20.	Photo coverage	Per day	1	4			For overall event
21.	Printing of training materials white/black	Page	1	400			For overall event
Event 16							
1.	Lunch	Per person	25	5			Baku
2.	Lunch	Per person	25	5			Ganja
3.	Lunch	Per person	25	5			Jalilabad
4.	Coffee break	Per person	25	10			Baku
5.	Coffee break	Per person	25	10			Ganja
6.	Coffee break	Per person	25	10			Jalilabad
7.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Baku
8.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Ganja
9.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	1	1			Jalilabad
10.	Laptop, screen, and projector	Per item	15 days	1			For overall event
11.	Microphone set with related support equipment	Per item	15 days	7			For overall event
12.	Flip Chart easel	Per item	15 days	5			For overall event
13.	Supporting Staff	Per day	1	15			For overall event

14.	Printing of training materials white/black	Page	1	400			For overall event
Event 17							
1.	Lunch	Person	30	2			Lankaran
2.	Coffee Break	Person	30	4			Lankaran
3.	Dinner	Person	30	2			Lankaran
4.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	30	2			Lankaran
5.	Accommodation at least in 4-star hotel	Per day	30	2			Lankaran
6.	Transportation for 45 persons	Per vehicle	1	1			Baku-Lankaran-Baku
7.	Laptop, screen, and projector	Per item	2	1			Lankaran
8.	Microphone set with related support equipment	Per item	2	7			Lankaran
9.	Flip Chart easel	Per item	2	5			Lankaran
10.	Photo coverage	Per day	1	2			Lankaran
11.	Supporting Staff	Per day	1	2			Lankaran
Event 18							
1.	Lunch	Person	30	2			Ganja
2.	Coffee Break	Person	30	4			Ganja
3.	Dinner	Person	30	2			Ganja
4.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	30	2			Ganja
5.	Accommodation at least in 4-star hotel	Per day	30	2			Ganja
6.	Transportation for 45 persons	Per vehicle	1	1			Baku-Ganja-Baku
7.	Laptop, screen, and projector	Per item	2	1			Ganja
8.	Microphone set with related support equipment	Per item	2	7			Ganja
9.	Flip Chart easel	Per item	2	5			Ganja
10.	Photo coverage	Per day	1	2			Ganja

11.	Supporting Staff	Per day	1	2			Ganja
Event 19							
1.	Lunch	Person	30	2			Sheki
2.	Coffee Break	Person	30	4			Sheki
3.	Dinner	Person	30	2			Sheki
4.	Venue at least in 4-star hotel or equivalent for 30 people	Per day	30	2			Sheki
5.	Accommodation at least in 4-star hotel	Per day	30	2			Sheki
6.	Transportation for 45 persons	Per vehicle	1	1			Baku-Sheki-Baku
7.	Laptop, screen, and projector	Per item	2	1			Sheki
8.	Microphone set with related support equipment	Per item	2	7			Sheki
9.	Flip Chart easel	Per item	2	5			Sheki
10.	Photo coverage	Per day	1	2			Sheki
11.	Supporting Staff	Per day	1	2			Sheki
Event 20							
1.	Coffee break	Per person	100	4			Baku
2.	Coffee break	Per person	100	1			Jalilabad
3.	Coffee break	Per person	100	1			Sheki
4.	Coffee break	Per person	100	1			Ganja
5.	In city transportation for 45 persons	Per vehicle	4 days	2			Baku
6.	In city transportation for 45 persons	Per vehicle	1	2			Jalilabad
7.	In city transportation for 45 persons	Per vehicle	1	2			Sheki
8.	In city transportation for 45 persons	Per vehicle	1	2			Ganja
9.	Photo Coverage	Per day	1	7			For overall event
10.	Video Shooting (final product 5 minutes video clip)	Per day	1	7			For overall event

11.	Microphone set with related support equipment	Per item	7	7			For overall event
12.	Supporting staff	Per day	1	7			For overall event
Note: All above services should be provided taking into consideration pandemic situation in the country.							

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

[Designation]

[Date]

General Terms and Conditions for Services**1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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