



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: November 3, 2015
	REFERENCE: 2015/34/RFQ: Development of Website / Content Management System for the UN informal Interagency Task Team for Sustainable Procurement in the Health Sector (SPHS)

Dear Sir / Madam:

We kindly request you to submit your quotation for Development of Website / Content Management System for the UN informal Interagency Task Team for Sustainable Procurement in the Health Sector (SPHS), as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before 16:00 (Istanbul time) November 11, 2015, via e-mail, to the address below:

United Nations Development Programme, Istanbul Regional Hub

Murat Akin, Procurement Manager

Procurement.irh@undp.org

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than three email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> N/A	
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder <input checked="" type="checkbox"/> N/A	
Exact Address/es of Delivery Location/s (identify all, if multiple)	United Nations Development Programme , Istanbul Regional Hub Key Plaza, Abide-I Hürriyet Cad. İstiklal Sk. No:11, Şişli 34381, Istanbul -Turkey (Floor 12)	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Delivery terms will be individually set up for each specific deliverable as detailed in Section II. Description of Responsibilities in Annex 1 Time Zone of Reference : Eastern European Time	
Delivery Schedule	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
Packing Requirements	Items to be packed appropriately to avoid damages and ensure safe delivery to UNDP IRH.	
Mode of Transport	N/A	
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro	

¹ Must be linked to INCO Terms chosen.

	<input type="checkbox"/> Local Currency : <i>[pls. specify]</i>
Value Added Tax on Price Quotation ³	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	16:00 , <i>Wednesday, November 11, 2015 and EET</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> A short profile of the company, including number of years on the market, number of employees, CV of the managerial personnel that will be designated to work with UNDP – this person must be able communicate fluently in English; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Track record/ evidence of quality works on similar projects, including website development, deploying complex embedded tools such as CRM and Document Management tools, developing/integrating/implementing complex Content Management Systems solutions <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> At least 3 references with contact details of your clients for the last 3 years
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services (?) <input type="checkbox"/> Others <i>[pls. specify]</i>

² Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

³ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

Liquidated Damages	N/A
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁴ Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Others <i>[pls. specify]</i>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Suppliers</u>]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement. <input checked="" type="checkbox"/> Other Type/s of Contract Contract for Professional Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 10 days <input type="checkbox"/> Others <i>[pls. specify]</i>
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements
Annexes to this RFQ ⁵	<input checked="" type="checkbox"/> Specifications of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others <i>[pls. specify, if any]</i> Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

⁴ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁵ Where the information is available in the web, a URL for the information may simply be provided.

Contact Person for Inquiries (Written inquiries only) ⁶	Murat Akin Procurement Manager Procurement.irq@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.
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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

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

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

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement

⁶ 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.

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Andrey Pogrebnyak
Operations Manager
November 3, 2015

Terms of Reference
Development of Website / Content Management System for the UN informal Interagency Task
Team for
Sustainable Procurement in the Health Sector (SPHS)

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Type of Contract: Contract For Professional Services (RFQ)

Languages Required: *English*

Duration: *November 2015 – 31 December 2015 (approximately 35 working days).*

Location: *Remote, no travel required*

I. Project Background

UN informal Interagency Task Team on Sustainable Procurement in the Health Sector (SPHS) was established in 2012 to leverage the procurement volume of participating UN agencies to influence the global health aid market to reduce its environmental footprint, particularly through the introduction of green procurement criteria. The ability of the SPHS to address the challenge of sustainable procurement requires galvanizing successful engagement among internal and external stakeholders. The following tools will facilitate the work of the SPHS:

1. **The development of our web presence.** A number of communication and information related gaps have been identified within the SPHS which need to be addressed, including the need for a space for SPHS members to share documents, reports and other content and the necessity of an informal communication channel on the topic of green procurement between SPHS members and key stakeholders from the global market for health aid. Revised website will serve as SPHS knowledge-hub and forum for information sharing. The SPHS has already initiated the development of a website (www.iiattsphs.org) on the WordPress platform, where documents, links, blogs, articles, photos etc. increase the visibility of SPHS' aims and achievements. The new website should bring together policy-makers, procurement practitioners, suppliers and manufacturers, the interested public and other key stakeholders from the global health aid market, interested on the topic of sustainable procurement in the market for global health aid. The website should also meet SPHS members' demand for internal information and knowledge sharing. Therefore, the website will also have a protected area for SPHS members to share confidential information.
2. **Relationship management database.** With an increasing number of members and a global partnership network including suppliers and manufacturers, governments, technical experts, think tanks, health sector organizations and professionals including procurement specialists and civil society organizations there is a need to optimize our relationship management tools. Our current tools need to be reviewed in view of our relationship management needs, gaps identified and potential solutions proposed.
3. **Systems configuration and design.** All IT solutions above need to optimize the SPHS programming, management and communication needs in an integrated way. The developer is expected to implement the appropriate systems configuration and design, as per the provided website and tool requirements.

The UNDP HIV, Health and Development (HHD) Team at the UNDP Istanbul Regional Hub (IRH), as a host team to the SPHS, is seeking the services of a **Website / Content Management System company**, that **is able to** develop, implement and integrate the following platform of tools. Note that the CRM tool is an optional add-on to this phase of the project. If a proprietary or third party CRM tool license (not the development / configuration cost) exists as part of the company's CMS package, and can be purchased as well, this is desirable, but not required.

1. **Forum Tool/Modules;** one behind secure login for certain web users to access, with separate discussion and newsfeed areas for identified interests/community groups. A second 'public contribution' area for registered users to contribute and discuss content that will display to other registered 'Forum' users.
2. **Social media linkages** to and from webpages and from within the Forum space under secure log-in.
3. **Website statistics** user tracking and analysis.
4. **Mobile device compatibility** to view webpages and Contribute to Forum tools on mobile device technology.
5. **Customer Relationship Management tool** – proprietary or third-party CRM tool license as part of the development package, if this is available but is not a requirement.

The existing web presence for SPHS is limited; it has been developed on the WordPress.com blog platform rather than a website tool. Therefore, the new SPHS website and associated tools will be developed from scratch. In addition, it is critical that the tool, once developed, be as user-friendly as possible for **non-technical users to maintain, update and use**. There will be no dedicated technical resources on-site at the UNDP HIV, Health and Development (HHD) Team at the UNDP Istanbul Regional Hub (IRH), so the website and relevant tools should be simple to use and update by non-technical users and business-side management. This is one of the most important aspects of fulfilling the project requirements. Agreement will be made that the deployed system is essentially SaaS (Software as a Service); all complex or code-based, very technical tasks will be handled by the service provider. The developer will provide available training resources, guides, materials for the tools developed.

The company /developer team will be responsible for the development and implementation of:

1. **Website landing page**, with related links, breadcrumbs, layout, and design elements
2. **Registration / login** from the website homepage with separate login for two groups: Members, and Contributors.
3. **A Publicly viewable Focus Area landing page and approximately 9 public focus area sub-pages.**
4. **A Public Contributions search landing page**
5. Under login as Public Contributors, these users will be able to contribute content to a **publicly viewable 'Forum' space** by selecting multiple focus areas, locations, and a few other defined categories including 'Type'. They will be able to contribute content and calendar /event information, and upload a photo with their contribution.
6. Ability for SPHS administrators to approve, edit or reject posts from the Contributor Discussion topics; and for contributions to **display publicly on the selected focus area pages**. Viewers of the focus area pages will be able to search the public contributions by focus area, locations, and other defined categories including 'type' of contribution.
7. **A publicly viewable 'Members' landing page and approximately 11 member sub-pages.**
8. **A private Members page**, accessed behind secure log-in, to contain a Forum space and discussion/newsfeed thread space. Members will be able to post discussion comments and also be able to attach files/documents to the thread, segmented by type of document. This content will display only privately to other members.

9. A **News and Media page**, as well as a **Global Network** and the **SPHS Calendar** page.
10. Other pages may include two **‘Welcome’ screens** to display after users first register for community areas. Website administrators will have access to a **web statistics user tracking and analysis** tool.
11. **Mobile device compatibility.**
12. **Website hosting solution management** (Current website user statistics indicate that the volume of traffic is 525 distinct users annually, and an average of 124 users per month. After the launch of the new site, approximately 50 members will be notified of the new Members area on the website, in addition to an event taking place on November 23rd, at which time approximately 100 participants will also be directed to the new website. These two factors are likely to impact website traffic for the months of November, December and onwards).

Some of the SPHS inputs available for the website include proprietary logos, other graphical elements decided by the team as part of design concept phase, and Excel data fields to import SPHS existing spreadsheet of contacts to the CRM tool. The website designer will work closely with the SPHS Secretariat to understand which graphic elements from the SPHS they will integrate to the site.

II. Description of Responsibilities

Under the guidance and supervision of the UNDP HIV, Health and Development (HHD) Team Leader at the UNDP Istanbul Regional Hub (IRH) and the SPHS Coordinator, the selected company will:

- Share in-progress design and development work including website and tool mock-ups and revisions from feedback sessions with SPHS
- Ensure a fully compatible system configuration for the website and later Document Management, Customer Relationship Management tool integration, which optimizes the programming, management and communication needs of the SPHS secretariat
- Will provide timely updates on status of development work, and seek ongoing input and feedback/agreement on the in-progress features of the site and related tools
- Share mock-ups and design concepts prior to implementation
- Implement an architecture for the website according to the needs of the SPHS Secretariat and the SPHS members, as described in the Requirements Documentation
- Be available to continue work for a minimum of agreed business days after the implementation of the site (approximately 5-10 days) to address any potential problems or unforeseen issues in the system configuration or implementation
- Maintain and update features of the systems and tools will be discussed, disclosed and documented by the vendor/developer. *(If complex maintenance and update tasks do exist, they will be disclosed, described, and agreed with the Supervisor, prior to contract signing; and will be clearly documented within guidance notes as part of deployment.)*
- Have available support contract options for ongoing needs following site implementation (developer will have 5 additional business days under contract to address any configuration issues and requests for modifications to the deployed system)
- CMS service provider/vendor will be responsible for managing hosting of the website; specifically, they will register the web domain for SPHS, manage payments to the hosting company, and ensure website hosting service is maintained through 31 January, 2016.

Deliverables:

1. System (website) configuration and design
2. Development of a Website Landing Page (including the development of Design Concept / Design Mockups and Creative Design and PSDs)

3. Development of a Members landing Page and Member sub-pages (including the development of Design Concept / Design Mockups and Creative Design and PSDs)
4. Development of a private Members page, accessed behind secure log-in, to contain a Forum space and discussion/newsfeed thread space (including the development of Design Concept / Design Mockups and Creative Design and PSDs).
5. Development of a Public Contributions search results landing page, with Contributions segmented by location, by type and by SDGs (including the development of Design Concept / Design Mockups and Creative Design and PSDs).
6. Development of a publicly viewable Focus Area landing page (including the development of Design Concept / Design Mockups and Creative Design and PSDs).
7. Development of Focus Area landing pages with Contributor content embedded in the pages, as well as space for registered users to comment on the contributed content (including the development of Design Concept / Design Mockups and Creative Design and PSDs)
8. Implementation of mobile-device compatible pages and page functions.
9. Implementation of a fully compatible system configuration that optimizes programming, management and communication needs of the SPHS Secretariat: go-live is anticipated for 20th November, 2015.
10. Provision of all available or proprietary CSM/CRM/DM technical guidance notes/procedures and resources, technical SOPs and training tools for end users.
11. Provision of clearly documented instructions on any maintenance and updates that will be required to keep the system and tools running properly (such that SPHS users will be able to handle routine maintenance that falls within their scope of operations or provide this information to another service provider). Managed hosting of the website with third-party provider

Payments:

1st Installment: Development and acceptance of detailed work-plan for the consultancy – 20% of total lump sum amount;

2nd Installment: Conducted upon successful delivery of all deliverables and submitted satisfactory progress report against deliverables as approved by the Supervisor.

III. Competencies

Technical Skills:

Demonstrated ability and knowledge in the design and technical architecture of websites and content management systems; and in the integration of third party tools and complex information management systems. Possesses experience in design, coding and architecture of the specific software and applications the site and related tools will be developed and implemented in (eg. PHP). Highly experienced in the integrating Customer Relationship Management tools to websites, enabling data sharing and storage or defined components, and integration of Document Management systems and tools. Experienced in the development of Community/Forum spaces under secure login and data sharing from the Forum to the CRM tools. Experienced in developing secure login standards and processes.

In addition, Company will possess the following skills: For a full Integrated CMS tool implementation: at minimum a staff of a Developer, Tester, preferably also a business analyst and project manager.

Professionalism:

Company is clear and transparent in its development processes and is conscientious in observing deadlines and achieving the expected results as defined by the client. Company staff and developers demonstrate professional competence and mastery of subject matter.

Communication:

Company excels at the communication of complex technical concepts and processes in English language with its clients; shares information in a timely and ongoing manner with the SPHS point-person/s. Responds to requests for information and clarification in a timely manner and is able to describe current progress on the site and related tools. Is able to clearly communicate when there is any confusion over the functional or technical requirements of building the tools, and advise the UNDP HIV, Health and Development (HHD) Team of any risks (either security or in terms of appropriate implementation) identified in the process. Agrees a communication feedback timeline with the client (UNDP HIV, Health and Development (HHD) Team) at the start of the project.

IV. Qualifications

Academic Qualifications/Education for Company staff:

- Advanced university degree (Master's degree or equivalent) in Computer Science or related area of developer/s and other project staff as applicable. A first-level university degree (Bachelor degree or equivalent) in combination with at least two additional years of qualifying experience may be accepted in lieu of the advanced university degree.

Company Staff (developer team) Experience:

- At least five years of relevant professional experience in website development, and deploying complex systems integration, and in the specific coding languages of the relevant tools.
- Experience developing, integrating and implementing complex Content Management Systems solutions for at least 15 projects.
- Previous experience deploying complex embedded tools such as CRM tools within an integrated online environment (integration, design, implementation) on at least 20 projects. For the proprietary development of the CRM database; will possess database development, architecture and management experience.
- Previous experience deploying complex embedded tools such as Document Management tools within an integrated online environment (integration, design, implementation) on at least 30 projects.
- Previous experience deploying complex embedded tools such as Forum tools within an integrated online environment (integration, design, implementation) on at least 2 projects.

Language skills:

- Company is able to produce all deliverables, including complex tasks in the English language.

V. Evaluation of proposals

A company will be selected based on 1). Fulfilment of all technical criteria and, 2). provision of the lowest lump sum price offer.

<i>Technical Criteria</i>	<i>YES</i>	<i>NO</i>
<i>Company staff include person(s) with advanced university (Master's degree or equivalent) in Computer Science or related area or a first-level university degree (Bachelor degree or equivalent) in combination with at least two additional years of</i>		

<i>qualifying experience may be accepted in lieu of the advanced university degree (for proposed Developers team)</i>		
<i>5+ years of relevant professional experience in website development, and complex systems integration, and in the specific coding languages of the relevant tools</i>		
<i>Previous experience deploying complex embedded tools such as CRM within an integrated online environment (at least 20 projects)</i>		
<i>Previous experience developing, integrating and implementing complex Content Management Systems solutions for at least 15 projects</i>		
<i>Previous experience deploying complex embedded tools such as Document Management tools within an integrated online environment (integration, design, implementation) on at least 30 projects</i>		
<i>Previous experience deploying complex embedded tools such as Forum tools within an integrated online environment (integration, design, implementation) on at least 2 projects</i>		
<i>Fluency and ability to communicate and perform complex tasks in English (for proposed Developers team)</i>		

VI. Application procedures

Applications are to be submitted online via the UNDP website. The applications should contain:

- **Cover page** explaining why the applying company is most suitable for the consultancy;
- **Financial Proposal** – specifying a breakdown in USD, including all costs related to completing the consultancy
- **Incomplete applications will not be considered.** Please make sure you have provided all requested materials

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 2015-34:

TABLE 1 : Offer to Supply Services Compliant with Technical Specifications and Requirements

Please provide breakdown of costs as well as total lumpsum for provision of below deliverables specified in the Annex 1:

Deliverable	Estimated Cost
1. System (website) configuration and design	
2. Development of a Website Landing Page (including the development of Design Concept / Design Mockups and Creative Design and PSDs)	
3. Development of a Members landing Page and Member sub-pages (including the development of Design Concept / Design Mockups and Creative Design and PSDs)	
4. Development of a private Members page, accessed behind secure log-in, to contain a Forum space and discussion/newsfeed thread space (including the development of Design Concept / Design Mockups and Creative Design and PSDs).	
5. Development of a Public Contributions search results landing page, with Contributions segmented by location, by type and by SDGs (including the development of Design Concept / Design Mockups and Creative Design and PSDs).	
6. Development of a publicly viewable Focus Area landing page (including the development of Design Concept / Design Mockups and Creative Design and PSDs).	
7. Development of Focus Area landing pages with Contributor content embedded in the pages, as well as space for registered users to comment on the contributed content (including the development of Design Concept /Design Mockups and Creative Design and PSDs)	
8. Implementation of mobile-device compatible pages and page functions.	
9. Implementation of a fully compatible system configuration that optimizes programming, management and communication needs of the SPHS Secretariat: go-live is anticipated for 20th November, 2015.	
10. Provision of all available or proprietary CSM/CRM/DM technical guidance notes/procedures and resources, technical SOPs and training tools for end users.	
11. Provision of clearly documented instructions on any maintenance and updates that will be required to keep the system and tools running properly (such that SPHS users will be able to handle routine maintenance that falls within their scope of operations or provide this information to another service provider).Managed hosting of the website with third-party provider	
Total cost	

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

[[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

UNDP GENERAL CONDITIONS OF CONTRACT 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.