

REQUEST FOR QUOTATION (RFP/ESDR/2017/08)



Agency: United Nations Development Programme

Requirement : REQUEST FOR PROPOSAL (RFP)

*Empowered lives.
Resilient nations.*

LOT NO	DESCRIPTION
1	Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Needs Assessment, and Reporting Assistance for Rapid-PDNA 2017

Deadline for Submission : 15 August 2017 @ 2.00pm

Contract Modality : Professional Services Contract

The terms of reference and solicitation documents can be downloaded free of charge from www.lk.undp.org (operations > procurement).

**Head of Procurement
United Nations Development Programme (UNDP)
202-204 Bauddhaloka Mawatha
Colombo 07
Sri Lanka.**

UNDP reserves the right to accept or reject any proposal. The procurement process will be governed by the rules and regulations of the United Nations Development Programme (UNDP).



REQUEST FOR PROPOSAL (RFP)

Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Needs Assessment, and Reporting Assistance for Rapid-PDNA 2017

(RFP/ESDR/2017/08)

NAME & ADDRESS OF FIRM	DATE: August 8, 2017
	REFERENCE: (RFP/ESDR/2017/08)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Needs Assessment, and Reporting Assistance for Rapid-PDNA 2017.**

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

Proposals may be submitted on or before Tuesday, August 15, 2017 and hand delivery to the address below:

**United Nations Development Programme
Head of Procurement
202-204 Bauddhaloka Mawatha
Colombo 7.**

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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.

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Chanaka Liyanage
Procurement Associate
8/8/2017

Annex 1

DESCRIPTION OF REQUIREMENTS

Context of the Requirement	Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Needs Assessment, and Reporting Assistance for Rapid-PDNA 2017
Implementing Partner of UNDP	Ministry of Disaster Management
Brief Description of the Required Services ¹	Existing post disaster housing data collection mechanisms, institutional arrangements have to be reviewed. A guideline and new data base has to be developed (or existing data base has to be revamped) for post disaster housing needs assessment. Officers need to be trained to use the newly developed system. Also data relevant to different disaster affected sectors have to be managed and assistance shall be provided to develop the Rapid Post Disaster Need Assessment Report.
List and Description of Expected Outputs to be Delivered	<p>Component 1 - Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Damage and Needs Assessment</p> <ul style="list-style-type: none"> • Development of a guideline for data collection and reporting of post disaster housing damage and needs assessment • Define the process, formats and responsible officers for post disaster housing damage and needs assessment • Establishment of a systematic post disaster housing data collection and reporting mechanism • Conduct 5 training programmes for national, local level officers in respective officers • Feeding data into the system developed and address any gaps, drawbacks in the system for efficient functioning <p>Component 2 - Data Management and Reporting Assistance for Rapid-PDNA</p> <ul style="list-style-type: none"> • Ensure timely and accurate data collection, recording, preparation of maps and tables for analysis, developing graphs/pictures of data to be included in the PDNA reports and in annexures • Develop executive summary and annexures, and ensure consistency is maintained across the chapters of the Rapid PDNA 2017.
Person to Supervise the Work/Performance of the Service Provider	Assistant Country Director, UNDP - ESDR
Frequency of Reporting	As per the specific contract deliverable dates
Progress Reporting Requirements	Aside from contact deliverables, participate in progress meetings, also appreciate updates by telephone or email to confirm timeline is on track etc.
Location of work	Project Management Unit in the Ministry of Disaster Management

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Expected duration of work	3 months
Target start date	21 st August 2017
Latest completion date	15 th November 2017
Travels Expected	Contractor will be responsible for traveling as per the deliverables given in the TOR (eg – traveling to organize training programmes)
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required as part of the proposal
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency – Sri Lanka Rupees
Value Added Tax on Price Proposal	<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
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	Based on proposed deliverables.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Assistant Country Director, UNDP - ESDR
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional/Professional services contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Service Provider 22% <input checked="" type="checkbox"/> Proposed methodology, work plan and approach 39% <input checked="" type="checkbox"/> Resource team/panel capacity 39%

	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors : <i>Multiple Long Term Agreements will be established based on the ranking of the bidder recorded highest combined scores.</i></p>
Annexes to this RFP ²	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 3)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)³</p> <p><input type="checkbox"/> Others⁴ [pls. specify]</p>
Contact Person for Inquiries (Written inquiries only) ⁵	<p>Sureka Perera Programme Analyst sureka.perera@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Documents to be submitted	<p>1. A proposal outlining the methodology outlined in the scope of work</p> <p>2. Experience in conducting similar assignments in Sri Lanka</p> <p>3. Proposed timeline and schedule based on the timeline indicated in the scope of work.</p> <p>6. Proposed staff who will work on the project (including level of effort of each). Please include CVs of main personnel to be assigned as an appendix</p> <p>7. A detailed financial proposal (to include agency fee/honorarium/stationery/admin costs/travel/accommodation/incidentals etc). All possible costs envisaged for this assignment must be factored in preparation of the financial offer. No other payments will be made by the UNDP to the selected service provider.</p>
Proposal Submission Deadline	<p>15th August 2017 2.00pm Colombo, Sri Lanka Time and submitted to the following address via courier.</p> <p>Head of Procurement United Nations Development Programme 202-204 Bauddhaloka Mawatha Colombo 07 Sri Lanka.</p>

² Where the information is available in the web, a URL for the information may simply be provided.

³ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁴ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁵ 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.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

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

[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) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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.

⁶ This serves as a guide to the Service Provider in preparing the Proposal.

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

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable

	Deliverables <i>[list them as referred to in the RFP]</i>	All-inclusive cost LKR
	Component 1	
1.	Development of guideline and establishment of online data base for housing damage and needs assessment	
2.	Establishment of data collection and reporting mechanism for housing sector damages and needs assessment	
3.	Trainings conducted for officers at National and Field levels (5)	
4	Feeding data into the system developed and address any gaps, drawbacks in the system for efficient functioning	
5	Final report – Submission of the final report which summarizes the process followed, lessons learnt, challenges and recommendations	
	Component 2	
6	Ensure timely and accurate data collection, recording, preparation of maps and tables for analysis, developing graphs/pictures of data to be included in the Rapid PDNA report and in annexures	
7	Develop executive summary and annexures, and ensure consistency is maintained across the chapters of the Rapid PDNA 2017	

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

Annex 3

Terms of Reference (TOR)

Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Needs Assessment, and Reporting Assistance for Rapid-PDNA 2017

1. BACKGROUND

On 25th and 26th May, incessant heavy rainfall brought by the southwest monsoon triggered flooding and landslides in 15 districts of Sri Lanka. As of 11th June, about 515,313 people have been affected, 213 found dead and 77 people reported as missing. About 3,109 houses were fully damaged and 19,954 houses partially damaged. Due to floods and landslide impacts, 73,560 people have been temporarily relocated to 354 safe locations. It is estimated that at least 150,000 are women and girls of reproductive age and over 189,000 children are affected by the disaster. Galle, Kalutara, Matara and Rathnapura were the worst hit districts.

UN together with EU and the World Bank have supported the Ministry of Disaster Management and Ministry of National Policies and Economic Affairs in conducting a Rapid Post Disaster Needs Assessment (PDNA) for the floods and landslides that occurred in May 2017. The Rapid PDNA 2017 is currently underway and it will provide very important recommendations for short, medium and long term rehabilitation and reconstruction process based on building back better principles.

The Rapid-PDNA 2017 will include three infrastructure sectors: transport, power and energy, water supply & sanitation; three social sectors: housing, health, education; two productive sectors: industry and commerce, agriculture, fisheries and livestock; and five principle sectors: employment & livelihood, environment, DRR, gender, and human impact. UNDP with the Ministry of Disaster Management have established a team for each sector, led by the sectoral government agency, to compile the sectoral reports which will provide estimates of damage and losses, and recovery needs of the respective sector.

In complementary to the Rapid PDNA, National Disaster Relief Services Centre, which is the mandated agency to conduct housing damage assessments, has requested UNDP to establish a systematic housing damage and needs assessment mechanism for Sri Lanka. Currently, several government institutions are involved in the Housing Sector development in Sri Lanka. Ministry of Housing and Construction is the overarching agency which is responsible for development of sustainable settlements in Sri Lanka. National Disaster Relief Services Centre is involved in the post disaster housing damage and needs assessments.

Lack of a systematic data collection and reporting mechanism for post disaster housing damage and needs assessment has created delays and mismatches in calculating damage, loss and recovery needs. Accurate assessments are essential for processing housing insurance payments, grants and loans in post disaster recovery process.

2. SCOPE OF THE ASSIGNMENT

Component 1: Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Damage and Needs Assessment

Selected institutions for this consultancy has to set up a system for data collection and reporting mechanism for post disaster housing damage and needs assessment. Current systems and formats used by different agencies in the post disaster housing reconstruction and resettlement have to be reviewed and analysed to either strengthen the existing systems or develop a new system. As a result, duplications in data entry have to be avoided while catering to the data needs of stakeholder agencies at different phases of the housing reconstruction process. The system developed for data collection and reporting has to be user friendly and should be accessible in the field as well as at national level institutions whenever required. In addition to this, hands-on training programmes need to be conducted for selected officers in the respective agencies in order to use the system established. Trained officers have to feed the housing damage and needs data into the system that will be developed.

Component 2: Data Management and Reporting Assistance for Rapid-PDNA

Second component of this assignment is to ensure the required data for Rapid PDNA, May 2017 is collected, interpreted, mapped, tabulated and prepared for analysis in consultation with the Chapter leaders and co- leaders, Ministry of Disaster Management, the Ministry of National Policies and Economic Affairs and other partners. Furthermore, Executive Summary and Annexures of the report have to be developed and consistency of the chapters across the report has to be ensured.

3. OBJECTIVES OF THE ASSIGNMENT

Component 1: Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Damage and Needs Assessment

- Coordinate with UNDP, Ministry of Disaster Management and Ministry of Housing and Construction to ensure an agreement is made on the methodology for development of the post disaster housing damage and needs assessment

- Review the prevailing post disaster data needs, mechanisms used by respective agencies, collection processes, formats and time frames
- Develop a guideline for systematic and efficient post disaster housing damage and needs assessment which cater to the data needs of different agencies at different stages avoiding duplications
- Develop or strengthen the existing data collection and reporting system which is accessible to respective agencies and officers at local and national levels
- Train officers at national and local levels to familiarize the system
- Data collection, entry and generate reports to identify any gaps, inefficiencies or bottlenecks in the newly developed system

Component 2: Data Management and Reporting Assistance for Rapid-PDNA

- Ensure data is received from sectoral agencies, UN and INGOs, review it for consistency with PDNA process and identify data gaps.
- In collaboration with the PDNA team, finalize the structure and format of data collection formats and recording process
- Support data analysis and evaluation and synthesis of findings of the assessment. Facilitate data recording and presenting in consultation with core PDNA team, in a manner to maintain focus on vulnerable groups throughout the PDNA process.
- Ensure adequate preliminary data analysis is conducted which is essential to draft sector chapters; Carry out mapping and further analysis of data as required by sectoral assessment while chapter drafting is ongoing.
- Facilitate the use of the common data base by all sectors teams, and when necessary create drop box folders to enable uploading and sharing of large files.
- Develop executive summary, ensure all annexures presenting data and referencing are produced according to standards set out by the PDNA team

4. OUTPUTS

Component 1

- Development of a guideline for data collection and reporting of post disaster housing damage and needs assessment
- Define the process, formats and responsible officers for post disaster housing damage and needs assessment
- Establishment of a systematic post disaster housing data collection and reporting mechanism

- Conduct 5 training programmes for national, local level officers in respective officers
- Feeding data into the system developed and address any gaps, drawbacks in the system for efficient functioning

Component 2

- Ensure timely and accurate data collection, recording, preparation of maps and tables for analysis, developing graphs/pictures of data to be included in the PDNA reports and in annexures
- Develop executive summary and annexures, and ensure consistency is maintained across the chapters of the Rapid PDNA 2017.

5. TIME FRAME

The envisaged time frame of the consultancy is from 21st August to 15th November 2017

SN	Description	Aug		Sep				Oct				Nov	
		3 w k	4 w k	1 w k	2 w k	3 wk	4 w k	1 w k	2 w k	3 w k	4 w k	1 w k	2 w k
	Component 1 : Establishment of a Systematic Data Collection and Reporting mechanisms for Post Disaster Housing Damage and Needs Assessment												
1	Planning												
2	Development of Housing Damage and Needs Assessment Guideline (PDHNA)												
3	Define the process, formats and responsible officers PDHNA												
4	Establishment of data collection and reporting mechanism for housing sector damages and needs assessment												
5	Conduct 5 training programmes for national, local level officers in respective officers												

- Experience managing data collection team
- Analysis and presentation of data for research purposes
- Writing research/ assessment reports

Partnerships

- Maturity and confidence in dealing with members in national and district level government Institutions
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Excellent written communication and report writing skills
- Excellent coordination skills
- Mobilize stakeholders to support and build an ownership of the work
- Good team player who has ability to maintain good relationships
- Ensure quality of the assessment report

QUALIFICATIONS OF THE TEAM

Education and experience

- Team leader who possess Phd and expertise in the field of disaster and environment management
- Middle Managers/ Coordinators/writers should have MSc with minimum 3 years of demonstrable experience and knowledge in the field of Post Disaster Damage and Needs Assessment and Data base development
- Member/s of the team who will engage in the Data Management for PDNA 2017 should have minimum of three years of experience at the national and/or international level in participating in research studies that required extensive multidisciplinary data management from a large range of stakeholders.
- All team members should have excellent "Training and Facilitation skills" in Sinhala and Tamil is required with good English language

7. STRUCTURE OF THE TECHNICAL PROPOSAL

The technical proposal should address at the least the following areas

- Proposed methodology
- Team – Members of the team and their responsibilities. Please attach CVs of the team of experts, highlighting experience in areas required for this study. Each CVs should be signed by the owner stating that the person is willing and available to carry out the task in the proposed time
- Institution profile
- Experience in carrying out studies in the areas of disaster management, environment management especially at a national level. Please include previous relevant reports.
- Activity Plan

8. EVALUATION OF THE TECHNICAL PROPOSALS

- The interested party is required to develop a proposal addressing the areas given in the previous section of this document
- The evaluation of the proposals will be undertaken by an evaluation committee based on the following evaluation criteria
- The evaluation criteria is as follows;

	Criteria	Marks Assigned
1	Expertise of the consultant company	150
2	Proposed methodology	275
3	Expertise of the Team	275
	Total	700

Details of the evaluation criteria is as follows

- Expertise of the company:

No	Criteria	Points
1.1	Previous experience in undertaking national level studies in the relevant fields	50
1.2	Quality of previous assignments	65
1.3	Previous clients and partners	35

- Proposed methodology, work plan and approach(es)

No	Criteria	Points
2.1	Techniques and approaches	235
2.2	Realistic activity plan	40

- Resource team/panel capacity

No	Criteria	Points
3.1	Previous experience of the resource persons	130
3.2	Sufficiency of human resources, with thematic expertise and cross-sectoral composition, to undertake scope of work and deliverables	95
3.3	Relevant qualifications	50

9. THE DELIVERABLES

This section describes the key products of the assignment that the successful company will be accountable for producing:

Component 1

- Development of guideline and establishment of online data base for housing damage and needs assessment
- Establishment of data collection and reporting mechanism for housing sector damages and needs assessment
- Trainings conducted for officers at National and Field levels (5)
- Feeding data into the system developed and address any gaps, drawbacks in the system for efficient functioning
- Final report – Submission of the final report which summarizes the process followed, lessons learnt, challenges and recommendations

Component 2

- Develop Rapid-PDNA report with accurate data, recording, appropriate maps and tables for analysis, tables/pictures
- Develop executive summary, annexures of the report and make sure consistency across the chapters of the Rapid PDNA 2017.

10. FINANCIAL PROPOSAL

Please list a breakdown of the cost components required for the study including the following costs;

- i. Consultancy – Provide a breakdown for each team member and other resource persons
- ii. Transport – Provide a breakdown in km
- iii. Accommodation
- iv. Other costs

11. TERMS OF PAYMENTS

- 20% on submission of Comprehensive Activity Plan
- 20% on Development of the Guideline for Post Disaster housing Damage and Needs Assessment and Develop Rapid-PDNA report with accurate data, recording, appropriate maps and tables for analysis, graphs/pictures

- 30% on Establishment of the Data collection and Reporting system for Post Disaster housing Damage and Needs Assessment and Develop executive summary, annexures of the report and make sure consistency across the chapters of the Rapid PDNA 2017.
- 30% on completion of 5 Training Programmes and feeding data into the online data base and rectifying issues for efficient functioning

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.