



REQUEST FOR PROPOSAL (RFP)

All interested companies	DATE: September 7, 2017
	REFERENCE: RFP/011/17

Dear Sir / Madam:

We kindly request you to submit your Proposal for Development of the concept of the applied informational telecommunication compound systems for regional, municipal and objects levels communication and warning based on CIS (Commonwealth of Independent States) existing hydrometeorological monitoring and communication systems/infrastructure.

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

Proposals may be submitted on or before 18.00 p.m. (GMT+5, Tashkent local time), Thursday, September 21, 2017 via email, courier mail or fax to the address below:

**United Nations Development Programme
41/3, Mirabad Street, Tashkent, Uzbekistan
Procurement Unit**

If you prefer submission of electronic version of your proposal, then your proposal must be sent to bids.uz@undp.org. Proposals submitted to other email accounts will not be accepted and will be declined.

Please indicate in the sealed envelope or in the subject of email message reference to the RFP:

"Proposal for RFP/011/17"¹

Your Proposal must be expressed in the English or Russian, and valid for a minimum period of 60 days.

Your questions regarding tender rules and condition should be addressed to UNDP Procurement Unit in writing before the bids submission deadline to pu.uz@undp.org. Questions sent to other email will not be considered and responded.

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.

¹ Email submission that will not contain this subject or without reference to subject tender will not be opened and will be declined

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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,

*Procurement Unit
UNDP Uzbekistan
8/28/2017*

Description of Requirements

Context of the Requirement	Development of the concept of the applied informational telecommunication compound systems for regional, municipal and objects levels communication and warning based on CIS (Commonwealth of Independent States) existing hydrometeorological monitoring and communication systems/infrastructure.				
Implementing Partner of UNDP	Uzhydromet				
Brief Description of the Required Services	Please refer to the attached Terms of Reference provided in Annex 1				
List and Description of Expected Outputs to be Delivered	<p>1. Report on principle concept, design and specifications of the continuous hydrometeorological data acquisition, monitor and control module that includes:</p> <ul style="list-style-type: none"> • A chapter on design of hydrometeorological data/DEWS products exchange module • A chapter on design of module for continuous data exchange between the National and Sub-National Messages Commutation Centers, Extension Services Centers and end-users living in the project's pilot sites (pastures, nomad camps, etc.) • Technical specification for equipment required for development of hydrometeorological data/DEWS products integrating platform, along with the developed operation and maintenance plan and corresponding budget submitted to and approved by Project Manager and Cluster on Sustainable Development, UNDP, Uzbekistan <p>2. Report detailing the main concept of hydrometeorological data/DEWS products integrating platform developed with consideration of needs of end-users in early warning information (including identification of types of warnings, lead times, etc.) as well as types of required products ensuring continuous exchange with relevant data and information between data providers and end-users along with institutional capacity assessment and plan, developed, submitted to and approved by Project Manager and Cluster on Sustainable Development, UNDP, Uzbekistan.</p>				
Person to Supervise the Work/Performance of the Service Provider	Project Manager, UNDP project "Developing climate resilience of farming communities in drought prone parts of Uzbekistan"				
Frequency of Reporting	Weekly				
Progress Reporting Requirements	Report should indicate work progress, complications and/or deviations (if any) and expected completion dates.				
Location of work	☑ At the home location of the contractor with 8 days' travel to Karakalpakstan and 2 days' travel to Tashkent. UNDP will provide visa support letter. The Price proposal shall include all other travel related costs.				
Expected duration of work	35 working days from the contract signature date by both parties				
Target start date	Contract signature date by both parties				
Latest completion date	35 working days from the contract signature date				
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	

	Karakalpakstan	8 days	Familiarizing with the existing hydrometeorological monitoring and communication systems/infrastructure, data collection, research	15 – 27 Sept 2017
	Tashkent, Uzbekistan	2 days	Meeting with the Project manager to discuss the concept of the applied informational telecommunication compound systems	28-29 Sept 2017
Special Security Requirements	<input checked="" type="checkbox"/> Travel Insurance (health) for the period of visit to Karakalpakstan / Tashkent at the company's expense			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space (working table, notebook, internet and office equipment) during the visit to Tashkent and office working hours <input checked="" type="checkbox"/> Visit to National Meteorological Centre, introduction with national system of DEWS and meetings with specialists <input checked="" type="checkbox"/> Visa support letter to visit Uzbekistan (if required) *All other costs including travel (including local) and stay in Uzbekistan shall be covered by the contractor			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Detailed CV/Resume of specialists requested as per Technical Proposal Evaluation Form 3 below			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars; or <input checked="" type="checkbox"/> Local Currency			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted. Partial quotes will be rejected at preliminary evaluation stage.			

Payment Terms ²	Outputs	Percentage	Timing	Condition for Payment Release
	Delivery 1 and 2	100%	Upon acceptance of deliverables	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager of the project "Developing climate resilience of farming communities in the drought prone parts of Uzbekistan" in consultation and agreement with national partner and UNDP CO Uzbekistan			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Minimum 3 years of experience in the field of designing, development and turnkey implementation of the informational-telecommunication systems for data acquisition, monitor and processing as well as warning systems <input checked="" type="checkbox"/> Minimum 3 years of experience in developing the following informational telecommunication systems: <ul style="list-style-type: none"> - local and regional communication and early warning systems - observational hydrometeorological networks data acquisition, monitor and processing hardware-software systems - compound systems for population emergency warning and hardware compound systems for local objects warning <input checked="" type="checkbox"/> Sound financial position: liquidity ratio value at least 1 in the last 2 years <input checked="" type="checkbox"/> Minimum 2 contracts in the areas listed above undertaken over the past 3 years <input checked="" type="checkbox"/> Lowest technically compatible offer (based on the at least 70% technical score and lowest price) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non-acceptance of the GTC will serve as grounds for the rejection of the Proposal <input checked="" type="checkbox"/> Availability of: a) permanent office, b) number of specialists required as per Terms of reference c) availability of landline telephone, internet and corporate email through which office personnel could be contacted.			
Criteria for the Assessment of Proposal	<u>Technical Proposal (100 points)</u> <input checked="" type="checkbox"/> Expertise of the Firm (50) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (30) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (20) <u>At least 70 points shall be obtained to qualify technically</u> <u>Financial Proposal</u>			

² 15% advance payment is envisaged if payment to local vendors (registered in Uzbekistan)

	Lowest price technically qualified offer is accepted.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ³	<input checked="" type="checkbox"/> Detailed Term of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁴
Contact Person for Inquiries (Written inquiries only) ⁵	<i>Procurement Unit, UNDP CO</i> <i>pu.uz@undp.org</i> 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.

³ Where the information is available in the web, a URL for the information may simply be provided.

⁴ 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.

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.

<p>Required Documents that must be Submitted to Establish Qualification of Proposers</p>	<p>Documents to be submitted:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Form of submitting proposal (Annex 2) <input checked="" type="checkbox"/> Company Profile paying attention to the description of the company expertise in the fields mentioned in the attached Terms of References, Annex 1 (general company profile and specific company profile sections), which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Verified copy of Certificate of Registration of the business, including Articles of Incorporation⁶ <input checked="" type="checkbox"/> Verified copy of Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any⁷ <input checked="" type="checkbox"/> Verified copy of the latest Income Statement and Balance Sheet for the last 2 years – 2015, 2016; The latest Income Statement and Balance Sheet should be duly certified by a Public Accountant or with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc. <input checked="" type="checkbox"/> List of corporate clients for similar services as those required by UNDP (Please provide the list in Section C of the “Form for submitting service provider’s proposal” (Annex 2)) <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract value and nature in the past 3 years; <input checked="" type="checkbox"/> Declaration of owners’ interest in other companies using form provided in Annex 2; <input checked="" type="checkbox"/> Consortium/ Joint Venture/ Partnership agreement if any applying, formalized and duly signed by all parties detailing all members, object of the agreement, responsibilities and roles, as relevant to this RFP, especially: <ul style="list-style-type: none"> • who is the main Proposer (the full and complete responsible for the Proposal and any eventual contract, as unique responsible in front of UNDP in terms of deliverables, project coordination, communication, guarantees, contractual performance and any contractual matter) • who is/are the partner/s in the Consortium/Joint Venture, and the exact area/s of responsibility or collaboration, specifically distinguishing the main local partner providing support services, if any <input checked="" type="checkbox"/> Written self-declaration on acceptance of the UNDP Contract General Terms and Conditions <input checked="" type="checkbox"/> CV/Resume of specialists to be involved in the project. Each CV/Resume must be signed by respective specialist proposed for the team <input checked="" type="checkbox"/> Declaration from each specialist proposed for the team on willingness and availability during project implementation period
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⁶ Verified by the signature of the authorized Offeror’s representative and Offeror’s company stamp/seal

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Post qualification:	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed
Other requirements:	<p>Offers submitted by two (2) or more Offerers shall all be rejected if they are found to have <u>any</u> of the following:</p> <ul style="list-style-type: none"> a. they have at least one controlling partner, director or shareholder in common; or b. any one of them receive or have received any direct or indirect subsidy from the other/s; or c. they have the same legal representative for purposes of this RFP; or d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Offer of, another Offerer regarding this RFP process; e. they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offerer; or f. an expert proposed to be in the team of one Offerer participates in more than one Offer received for this RFP process. This condition does not apply to subcontractors being included in more than one Offer.

Evaluation of Proposals

UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **RFP**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **RFP**. Absolutely no changes may be made by UNDP in the criteria; sub-criteria and point system indicated in the **RFP** after all Proposals have been received.

Evaluation forms for technical proposals are given below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of the Company

Form 2: Methodology -Proposed Work Plan and Approach

Form 3: Management Structure and Key Personnel

Technical Proposal Evaluation Form 1		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of the Company							
1.1	Reputation of Organization and Staff (Competence / Reliability):	15					
	- Successful corresponding work experience more than 3 years, more than 3 recommendation letters	6					
	- More than 2 contracts in required area executed during the last 3 years	5					
	- Availability of recommendation letters from International Organization (s)	4					
1.3	Technical capacity:	35					
	- Structure and size of the company	15					
	- More than 4 qualified staff	12					
	- Good financial stability, quick ratio above 1.1	8					
Total Part 1		50					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Methodology – Proposed Work Plan and Approach								
2.1	Is the scope of task well defined and does it correspond to the TOR?		10					
2.2	To what degree does the Proposer understand the task?		10					
2.3	Is the conceptual framework adopted appropriate for the task?		10					
Total Part 2			30					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Management Structure and Key Personnel (experts on water sanitation and hygiene and education & training)								
3.1	Specialist/s on designing, development and implementation of the informational telecommunication compound systems for communication and warning							
	University degree (or equivalent), preferably in the related field of telecommunication system (copy of diploma, certificate and other documents which ensure of high education degree)	2						
	More than 3 years of professional experience in the designing, development and implementation of the information telecommunication compound systems for communication and warning	2						
	Availability of specialized training certificates in the area of specialization (copy of specialized training certificates shall be provided)	1						
	Sub Total	5						
3.2	Specialist/s on designing, development and implementation of the hardware-software systems of observational hydrometeorological networks data acquisition, monitor and processing							
	University degree (or equivalent), preferably in the related field of telecommunication system (copy of diploma, certificate and other documents which ensure of high education degree)	2						
	More than 3 years of Professional Experience in the area of designing, development and implementation of the hardware-software systems of observational hydrometeorological networks data acquisition, monitor and processing	2						
	Availability of specialized training certificates in the area of specialization (copy of specialized training certificates shall be provided)	1						
	Sub Total	5						
3.3	Specialist/s on designing, development and implementation of the compound system for emergency warning of population							

	University degree (or equivalent), preferably in the related field of telecommunication system (copy of diploma, certificate and other documents which ensure of high education degree)	2					
	More than 3 years of Professional Experience in the area of designing, development and implementation of the compound system for emergency warning of population.	2					
	Availability of specialized training certificates in the area of specialization (copy of specialized training certificates shall be provided)	1					
	Sub Total	5					
3.4	Specialist/s on designing, development and implementation of the technical facilities for local warning						
	University degree (or equivalent), preferably in the related field of telecommunication system (copy of diploma, certificate and other documents which ensure of high education degree)	2					
	More than 3 years of Professional Experience in the area of designing, development and implementation of the technical facilities for local warning systems	2					
	Availability of specialized training certificates in the area of specialization (copy of specialized training certificates shall be provided)	1					
	Sub Total	5					
Total Part 3		20					

In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score (minimum 70 points of obtainable maximum technical score of 100) will be considered for further price assessment. In this stage, lowest price, technically qualified offer is selected for contract award.

Terms of Reference

for the development of the concept of the applied informational telecommunication compound systems for regional, municipal and objects levels communication and warning based on CIS (Commonwealth of Independent States) existing hydrometeorological monitoring and communication systems/infrastructure.

BACKGROUND

The challenging issues of climate change become more threatening over the world and in Central Asia. Agriculture is a sector most vulnerable to climate change as a significant proportion of the population earns from it. Droughts, heat waves, late frosts and other weather extremes are expected to be more frequent but their predictability and farmers preparedness are still insufficient.

One of the principle ways of raising farmers' preparedness and climate change resilience of the agriculture sector is to establish a system to disseminate early warning information on extreme events and recommendations for adjusting farmers' responses.

Such a system should consist of multiple sub-systems including 1) a network of automated hydro-meteorological and weather/climate observing stations, 2) a data acquisition, processing, monitoring and control system, and 3) early warning systems to disseminate warnings in formats and at sufficient lead times to enable appropriate responses. Each of these sub-systems will serve a specific function: (i) the collection of observed data (ii) the user interface which enables hydro-meteorology officers to analyze and produce outputs that are tailored to specific applications and (iii) dissemination of information through the institutional network to the wider number of end users, in particular the most vulnerable communities.

The Government of Uzbekistan, with assistance from the United Nations Development Programme, has initiated a project titled "Developing climate resilience of farming communities in the drought prone parts of Uzbekistan" which consists of four (4) components. First component is aimed to establish such a "multi-module" information integrating and disseminating platform in the country. To this end, the Government is recruiting an International Consultancy company who, through a consultative process, helps them to plan and design the required infrastructure, data and information knowledge management (and analysis) systems, skilled human resources and the institutions best placed to provide data and knowledge to enable a functional Drought Early Warning System (DEWS).

Throughout the assignment, the Company will work under the direct supervision of the Project Manager, and in close collaboration with the National Field Coordinator as well as other project personnel and national consultants.

The assignment will be based on deskwork at the company's home country and 1 or 2 missions (total 10 working days) to Karakalpakstan, Uzbekistan. A total of 35 working days during the calendar period of 2 months are available for the assignment. The Company will be fully and solely responsible for undertaking the above tasks and quality and timely production of the expected outputs and deliverables indicated below.

SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

- I. Undertake comprehensive desk study and stocktaking exercises regarding:
 - a) needs of farmers and dehkans, local communities, decision-makers and local authorities in early warning information (including types of warnings, lead-times and ability of users to understand warnings/advice or recommendations);
 - b) needs in development of the various required hydro-meteorological data/DEWS products, which meet the needs identified in paragraph "a".
- II. Design integrated platform that includes the following modules:

- ✓ hydrometeorological data acquisition, monitoring and control modules (as well as data quality assurance/control procedures);
 - ✓ hydrometeorological data/DEWS products development (including particularly tailored products, combined with non-hydrometeorological data, if required) and data exchange module;
 - ✓ module to provide and facilitate continuous data exchange between National Messages Commutation Centers (Uzhydromet), Sub-National Messages Commutation Centers, Extension Services Centers and project's pilot sites (pastures, nomad camps, etc.). This will include a wide variety of communication methods (including radio, mobile messaging, TV and newspapers, where it is appropriate) to ensure that messages are received by agricultural end-users.
- III. Develop technical specifications for equipment required to establish and maintain all hydrometeorological data/DEWS products and the integrating platform designed through item II above. This shall be built on the equipment that is either currently available or used in Uzbekistan, and is proved to be reliable (based on relevant government agencies and/or other relevant entities' experience), or equipment, which proved its good quality related to reliability and ease of its operation and maintenance elsewhere. An operation and maintenance plan of that equipment and corresponding budget shall be developed and provided;
- IV. Develop principle concept and design of the continuous hydrometeorological data acquisition, monitoring and control module that would ensure:
- ✓ user friendly interface
 - ✓ access to data coded in accordance with adopted rules (e.g. applied by WMO) as well as to raw data
 - ✓ automatic calculation statistical parameters (averages, maximal, minimal, and standard deviations, skew coefficients, etc.) on daily, monthly and yearly basis that are widely used in practice
 - ✓ required data input to the Drought Early Warning System (DEWS), including data required for calculating and assessing drought indices
- V. Design hydrometeorological data/DEWS products exchange module, which enables sharing and transmitting data between the Automated hydrometeorological network, the National Centers of Messages Commutation (Uzhydromet) and the Sub-National Center of Messages Commutation (Karakalpak Hydrometeorological service Administration). Identify and draft any standard operating procedures (SOPs) that will be required (if they are not available) to facilitate and ensure data sharing between relevant institutions;
- VI. Design and present a plan for disseminating message, warnings and advice between the Regional Messages Commutation Center, Extension Services Centers and users of those messages/information living in the project pilot sites (such as pastures, nomad camps, etc). This will include a continuous data exchange module, which allows exchange of digital data, voice and messages/warnings via available links/channels of communication, between the producers of the warnings/information and users undertaking agricultural activities in project pilot areas.
- VII. Develop conceptual content of hydrometeorological data/DEWS products, which to be provided in the form of warnings/advice or recommendations. Sources of data required to operationalize the products to be identified along with required technical expertise, equipment and software. Institutions that are capable to undertake highest quality analysis and develop required products shall be identified.

The designed applied informational telecommunication compound systems for regional, municipal and objects levels communication and warning based on existing hydrometeorological communication systems/infrastructure must be able to provide:

- Automated tracking/coupling with inter-regional (regional and local) centralized warning systems;
- Interaction with national and departmental hydrometeorological monitoring systems, processing of data come from these systems and warnings generation as well automated alarming for population on expected climate change related natural disasters;
- Transmitting and dissemination of information and alarm signals (audio, video, alpha numeric information) in the prescribed modes (individual, selective, circular, scenario based) with acknowledgement signal generated and transmitted;
- Population automated warning with all analog and digital TV, video and mobile communication facilities available;
- Automated displaying and logging the transmitted warning information, data and data/information acknowledgement receipts as well results of warning;
- Logging of actions undertaken by system's operator;
- Terminal warning devices management for respective levels;
- Warning/alarming on non-authorized intervention to the system (equipment cabinet and devices breaking up) for entry-exit points of system;
- Alarming on operational status of all components of the system compound;
- Integrated multi channels use (main channel and auxiliary one) to ensure warning properly delivered for single warning batch;
- Compound system operational status automated check (general and optionally selective);
- Remote control the warning system components that provide information for population and decision makers.

ROLE OF UNDP AND THE NATIONAL PARTNER - CENTRE OF HYDROMETEOROLOGICAL SERVICE AT MINISTRY OF EMERGENCY SITUATIONS OF THE REPUBLIC OF UZBEKISTAN (UZHYDROMET)

UNDP will provide the following support to the company:

- Visa support letters if required;
- Office space (working table, notebooks, internet and office equipment) during the visit to Karakalpakstan and Tashkent (during office working hours);
- Visit to National Meteorological Centre (Uzhydromet), introduction with national system of DEWS and meetings with specialists

The National Partner - Centre Of Hydrometeorological Service at Ministry of Emergency Situations of The Republic of Uzbekistan (Uzhydromet) will provide the following support:

- Arrange meetings with farmers and dehkans, local communities, decision-makers and local authorities.
- Provide all the necessary information on existing hydrometeorological monitoring and communication systems/infrastructure as well as access to the relevant premises and equipment if necessary.

EXPECTED DELIVERABLES AND TIMEFRAME

The following deliverables and schedule will be adhered to exact dates of beginning and completion stages as well as scope of works for each phase can be corrected by Project Manager based on reasonable justification by the International Company. The project reserves the right, if necessary, to amend the terms of reference of the International Consultant with written agreement. The final schedule will be agreed at the beginning of

consultancy assignment. All deliverables will be submitted to the project by the Company in English and/or Russian.

Deliverables	Timeframe	Payment structure
<p>1. Report on principle concept, design and specifications of the continuous hydrometeorological data acquisition, monitor and control module that includes:</p> <ul style="list-style-type: none"> • A chapter on design of hydrometeorological data/DEWS products exchange module; • A chapter on design of module for continuous data exchange between the National and Sub-National Messages Commutation Centers, Extension Services Centers and end-users living in the project's pilot sites (pastures, nomad camps, etc.) • Technical specification for equipment required for development of hydrometeorological data/DEWS products integrating platform, along with the developed operation and maintenance plan and corresponding budget submitted to and approved by Project Manager and Cluster on Sustainable Development, UNDP, Uzbekistan 	20 working days from the contract date	100%
<p>2. Report detailing the main concept of hydrometeorological data/DEWS products integrating platform developed with consideration of needs of end-users in early warning information (including identification of types of warnings, lead times, etc) as well as types of required products ensuring continuous exchange with relevant data and information between data providers and end-users along with institutional capacity assessment and plan, developed, submitted to and approved by Project Manager and Cluster on Sustainable Development, UNDP, Uzbekistan.</p>	35 working days from the contract date	

REQUIRED TECHNICAL AND PROFESSIONAL COMPANY PROFILE

General company profile: Design, development and turnkey implementation of the informational-telecommunication systems for data acquisition, monitor and processing as well as warning systems.

Specific company profile:

- Local and regional communication and early warning systems
- Observational hydrometeorological networks data acquisition, monitor and processing hardware-software systems
- Compound systems for population emergency warning
- Hardware compound systems for local objects warning.

Qualification requirements:

Reputation of Organization and Staff (Competence / Reliability):

- Successful corresponding work experience more than 3 years
- Availability of business references and list of corporate clients
- At least 3 recommendation letters for similar works

Financial capacity/health:

- Liquidity ratio at least equal to 1

Technical capacity:

- Strong expertise in automatization and upgrading the hydrometeorological networks;

- Sound expertise in designing and deployment of Radio Communication Systems and Radio Batch Communication Systems.
- Expertise in designing and deployment of hydrometeorological data and information communication systems
- Expertise in integrating Early Warning Systems data and facilities into National Hydrometeorological Services acquisition, monitoring and control systems

REQUIRED COMPANY STAFF PROFILE

- Specialists on designing, development and implementation of the informational telecommunication compound systems for communication and warning.
- Specialists on designing, development and implementation of the hardware-software systems of observational hydrometeorological networks data acquisition, monitor and processing.
- Specialists on designing, development and implementation of the compound system for emergency warning of population.
- Specialists on designing, development and implementation of the technical facilities for local warning.

Minimum requirements for the specialists:

- Higher education (bachelors or above) in the related field
- Specialized training certificate in the area of specialization
- Professional Experience in the area of specialization is minimum 3 years
- Knowledge of Languages – Russian or English

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[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, paying particular attention to the description of the company's expertise in the fields mentioned in the attached Terms of References, Annex 1 (general company profile and specific company profile sections).*
- 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; at least 3 recommendation letters*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Information about the company office and availability of office and communication equipment*
- g) *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.*
- h) *Written acceptance of the UNDP Contract General Terms and Conditions (GTC). Non-acceptance of the GTC may be grounds for the rejection of the Proposal.*
- i) *Profile of the specialists to be involved in the project (services) and their availability during project (contract) implementation period.*

B. Proposed Methodology for the Completion of Services

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

C. Experience in similar nature¹⁰

Name of the good supplied/rendered services	Delivery period (month, year)	Amount of the contract	Client (Name, contact person, telephone, e-mail)

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

¹⁰ At least 3 contracts for the last 3 years for services as specified in Terms of References (Annex 1) (section "Scope of Work, Responsibilities and Description of the proposed Analytical Work, II-VII" is a must

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D. Qualifications of Key Personnel

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 required by the RFP including reference contact details of current and previous workplaces; and
- c) Copy of Diploma and specialized training certificates
- d) Written confirmation from each personnel that they are available for the entire duration of the contract.

E. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive), currency
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

F. Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

G. Declaration of Interest

Dear Sir/Madam,

We/I, _____ (Name and Title), as shareholder(s)/owner(s) of _____ Company, declare that:

- a) Have no financial and other interests in, association or relationship with, are not employed and do not have relatives (i.e. spouse, parents, children or siblings) employed by the United Nations Development Programme (UNDP) or the Government of Uzbekistan that announced the RFQ; and do not have access to information about, or influence on the selection process for this RFQ
- b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this RFQ with any other entity submitting its Quotation under this RFQ; are not subcontracting or are subcontractors to other entities for the purposes of this RFQ; and that the experts proposed in the team do not participate in more than one Quotation for this RFQ
- c) Are not involved in activities that could have an impact on the objectivity and independence of the Contractor's team in carrying out its duties under the contract or can affect the image of the United Nations and the Government of Uzbekistan.

We certify that the information stated is true, correct and complete to the best of our knowledge and belief. We are obliged to comply with all requests for additional information, documentation, clarification and/or verification concerning the Declaration of Interest statement.

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]

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.