



REVISED REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme - GEF Unit 351 Francis Baard Street, 5th floor Pretoria South Africa	DATE: March 8, 2013
	REFERENCE: Website portal for the NBSAP Forum

Dear Sir / Madam:

We kindly request you to submit your Proposal for developing a website portal for the NBSAP Forum.

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

Proposals may be submitted on or **before Wednesday, March 20, 2013 , 17:00 (SATC/UTC+2),** via email or courier mail to the address below:

**United Nations Development Programme - GEF Unit
351 Francis Baard Street, 5th floor, Pretoria, South Africa
Ms. Tawonga Ngambi
tawonga.ngambi@undp.org**

Your Proposal must be expressed in English and valid for a minimum period of 90 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. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services

and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

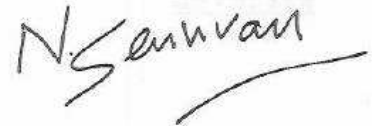
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'N. Sekhran', with a long horizontal flourish extending to the right.

Nik Sekhran
Principal Technical Advisor for
Ecosystems and Biodiversity
UNDP/GEF

3/8/2013

Description of Requirements

Context of the Requirement	Development of a web portal for the NBSAP Forum																			
Implementing Partner of UNDP	UNDP-GEF, direct implementation																			
Brief Description of the Required Services	Please see below (Annex A)																			
List and Description of Expected Outputs to be Delivered	Website designed and executed, according to Annex A																			
Person to Supervise the Work/Performance of the Service Provider	Senior Advisor-EBD																			
Frequency of Reporting	Weekly for the first month; bi-weekly thereafter																			
Progress Reporting Requirements	Personal communication, email and/or telephone/skype and products as available																			
Location of work	At Contractor's Location																			
Expected duration of work	6 months, with most work completed within first 3 months																			
Target start date	April 15, 2013 -- or earlier, if contract is signed prior to this date																			
Latest completion date	October 31, 2013 with functional website by May 2013																			
Travels Expected	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Destination/s</th><th style="width: 25%;">Estimated Duration</th><th style="width: 40%;">Brief Description of Purpose of the Travel</th><th style="width: 10%;">Target Date/s</th></tr> </thead> <tbody> <tr> <td>Montreal – optional trip</td><td>1 day</td><td>To meet with CBD IT staff</td><td>April</td></tr> <tr> <td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Montreal – optional trip	1 day	To meet with CBD IT staff	April								
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Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others																			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others																			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																			

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"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency																	
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 type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted																	
Payment Terms	<table border="1"> <thead> <tr> <th>Output</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Submission of acceptable design of an interactive, multi-lingual web portal architecture</td><td>35%</td><td>April 29, 2013</td><td rowspan="3"> 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. </td></tr> <tr> <td>Submission of a tested and operational dynamic, interactive, web portal</td><td>40%</td><td>May 31, 2013</td></tr> <tr> <td>Completion of final development</td><td>25%</td><td>Oct 31, 2013</td></tr> </tbody> </table>				Output	Percentage	Timing	Condition for Payment Release	Submission of acceptable design of an interactive, multi-lingual web portal architecture	35%	April 29, 2013	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.	Submission of a tested and operational dynamic, interactive, web portal	40%	May 31, 2013	Completion of final development	25%	Oct 31, 2013
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Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Senior Advisor for Ecosystems and Biodiversity to clear deliverables; Principal Technical Advisor for Ecosystems and Biodiversity approves disbursement.																	

Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of 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	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 25% <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 15% <p><u>Financial Proposal (30%)</u></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:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors :
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR -- Please see below <input checked="" type="checkbox"/> Others: Exhibit A: Development and Design Considerations for the NBSAP Forum Website – Description EXHIBIT B: Visual sketch of preliminary wireframing DRAFT Home Page
Contact Person for Inquiries (Email inquiries only)	<p>Ms. Tawonga Ngambi tawonga.ngambi@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>
Other Information	<p>UNDP is seeking a qualified web-design service provider.</p> <p>The requirement that service providers need to be Kentico Gold Certified and that the platform is to be developed in Ketico has been dropped in the current version of the procurement notice.</p>

Terms of Reference for Company Consultancy Services: Website Portal Design for the NBSAP Forum

Background / Rationale

UNDP is working with UNEP-WCMC and the Convention on Biological Diversity Secretariat (CBD) to establish a web portal called the National Biodiversity Strategies and Action Plan “NBSAP” Forum.

The purpose of this web portal is to better enable countries - especially those that receive funds from the Global Environment Facility (GEF) – to find information they need to develop and implement effective National Biodiversity Strategies and Action Plans (NBSAPs). The primary audience includes the range of stakeholders involved in developing NBSAPs at a national level, as well as national and international groups that may provide additional expertise, including NGOs, agencies, universities, civil society groups and others. Without a mechanism for coordination and communication, each country must develop the process on their own; a web portal will promote higher quality NBSAPs, and will enable faster identification and adoption of best practices.

Objective of the assignment

The specific objectives of the NBSAP Forum web portal include:

- a) Enable GEF-eligible countries to receive timely information regarding best practices, guidance and resources for NBSAPs;
- b) Provide a platform for enabling partners (e.g., non-governmental agencies, consultants) to share their information, knowledge, support and resources; and to enable peer-to-peer learning and sharing;
- c) Provide interactive technical guidance and training material to all stakeholders involved in the NBSAP-development process through an on-line learning portal;
- d) Support electronic forums, a community of practice, a “helpdesk” support function and exchange of information;
- e) In the longer term, the system will need to support spatial data and enable Geographic Information System (GIS)-based analysis, as well as allow interactive survey functions. Therefore, interested firms ideally will have proficiency in these areas.

Scope of Work

The NBSAP Forum portal will be supported by a team comprised of staff members from CBD, UNDP and UNEP. In addition, members will be expected to participate in discussion forums, and to provide timely and updated content and information.

UNDP is currently seeking the services of a web design company to develop a NBSAP web portal, during the period April 2013 to October 2013, with the launch of an operational, fully functional and tested web portal according to the stages, priorities and deadlines described below.

The company will work primarily with a Senior Advisor at UNDP, who is supported by a steering committee with representatives of all three partners. The company will also be expected to liaise with

the CBD IT department to gauge issues such as interoperability and site hosting compatibility, as well as, with the other partners from time to time. The content of the website will be owned jointly by UNDP, UNEP-WCMC and CBD.

Timeframe and specifications

The timeframe for developing a fully functional web portal is from 15 April (or earlier, if contract is signed prior to this date) through 31 May 2013 at latest, for 1st priority pages.

The first two weeks of this period will be the discovery phase characterized by frequent contact with the client to discuss needs and solutions, but based on a pre-developed wireframe.

The stage that follows, from June 2013 through end October 2013, will be dedicated to completing the development of the site, focusing on developing 2nd priority pages and on refining the design and functionality of those prepared in the previous stage. It will also involve some training of staff for the maintenance of the site.

Yet, the goal is to have a minimally functional website operational as soon as possible.

Ideal service providers have extensive experience with HTML, CSS, JavaScript, and will have developed at least 3 fully functional websites, sites whose quality will be assessed by a panel when evaluating the offers.

The site will be hosted by the Secretariat of the Convention on Biological Diversity (SCBD). Refer to www.cbd.int and further down for information on the site's back and front ends.

Key Stages and Deliverables

Stage 1: Condensed and accelerated discovery, planning and creative design process – 15 - 28 April 2013

- Review the existing documentation on the need for the portal; identify any questions, clarifications or further specifications
- Conduct meeting (telephone) with CBD IT staff to determine interoperability needs and specifications
- Develop a detailed work plan for each main area of functionality for Stage I
- Conduct all creative design work, using existing logo, and using existing design work as a guideline (available at www.nbsapforum.net)

Deliverables: Detailed and refined architecture of site for all aspects of all priority 1 pages, detailed work plan, initial design work completed for wireframing

Stage 2: Development and execution– 15 Apr to end-May 2013¹

- Build out the information architecture, site map, navigation structure, technical specifications for front end and back end systems and content management systems for all 1st priority pages;
- Resolve all hosting requirements and specifications with CBD;
- Develop wire frames for all pages;
- Programme all pages, including development of back-end databases and content management systems;
- Conduct usability testing and resolve any key issues in usability.

Stage 3: Final development and execution; training of staff

- Complete any outstanding pages (2nd priority pages) and fixing any features requiring adjustment
- Hold working session with team to discuss revision of any pages or functionalities to address all issues and concerns raised,
- Provide detailed instructions on maintaining and managing the content management system

Deliverables: Fully functional website

Additional Technical Requirements

- Make recommendations to provide for high response and upload/download times for a wide performance range of computers used and for users to see an estimate of download times for different connection speeds for each item that will be available for download on the site; make provision for web analytics tools to monitor website usage and traffic.
- Design parameters: Clean layout, simple navigation, fast graphics, universal browser compatibility, strong content search capabilities; website, intranet and database analytics; use of Web 2.0 technology; clear information architecture, taxonomy and hierarchy for website, intranet and database; possibility for meta tags and bookmarking.
- Accessibility/Usability: The online system should follow accessibility and usability standards so that it can be accessed and used by partners uploading content and links without delays or compatibility issues. Some standards include: good semantic markup, small page sizes, efficient and meaningful link structure, meaningful graphics and no graphics as text, small amount of JavaScript or flash and have completely separate content (semantic code) and presentation (CSS) when designing the system.

Elements of web-portal and preliminary sequencing:

First priority web pages:

- Home page
- Connect with members page
- Communities of practice page
- Connect with countries
- Ask the Help Desk

¹ The programming can start immediately, while stage 1 is still being concluded.

- Find an expert
- E-learning center
- Find and NBSAP resource
- Learn about key NBSAP themes – note that we will only have placeholder text until April
- Learn about the NBSAP process – note that the quick guide will be a placeholder until mid-April

Second priority web pages:

- Connect with regions
- Peer review center
- Find and share best practices
- Take the NBSAP Journey (on the Learn about the NBSAP Process page)

Information on the SCBD's Back-end Infrastructure

The REST API does not only provide direct access to SCBD services but is also the underlying interface that is used internally to develop our websites. The REST API is actually designed to be exposed directly to clients (i.e. browsers, mobile apps), making development easier.

In addition to its core set of functionalities, the REST API also provides support for wide range of scenarios through permission-based JSON object storage / indexing functionalities.

For convenience, a sandboxed API can be made available as a Service (over Internet). The SCBD will provide relevant documentation, administration/monitoring tools and assistance.

Information on SCBD's Front-end Infrastructure

SCBD websites are driven by a lightweight and simple Content Management System (CMS). The CMS basically deals with page composition while the majority of user-interactivity logic is delegated to the client-side. New SCBD websites are built on:

- AngularJS MVC/MVVM Framework (from Google)
- Bootstrap CSS-based design templates (from Twitter)

Information on Working Arrangements

- The firm shall be under the overall supervision of and report to the Sr. Advisor-EBD, UNDP who shall be responsible for assuring the overall technical quality of the key deliverables. In the implementation of this role, the Sr. Advisor will be technically backstopped by CBD and UNEP. Communication with the Sr. Advisor will be weekly for the first month.
- The successful firm will be given access to relevant text, logos and information necessary for execution of the tasks under this assignment
- The company needs to be fully connected via Internet, email and telephone, so that all of the tasks can be conducted via electronic means. The company is required to have all the equipment, software packages and licenses necessary to execute this assignment
- Regardless of the location of the company, they should be generally available for consultations between the hours of 9:00 to 11:00 am Eastern Standard Time zone (NY)
- The required format for all the reports generated shall be agreed with UNDP upon the inception of the assignment
- There may be one trip to Montreal in April, the costs of which should be included in the company's proposal.

Skills and Experience

The proposed company and team should possess the following skills, competencies and experience:

- Solid understanding of the underpinning of the web development process, including of the concepts of user experience, user interface design principles and conceptual design.
- Extensive and demonstrated experience in analyzing, developing, testing and launching websites.
- Excellent visual communications, graphic design and web development skills, including typography, layout, color, user interface and navigation.
- Expert knowledge in HTML, CSS and JavaScript.
- Knowledge of Bootstrap, jQuery and AngularJS.
- Knowledge of industry-standard design tools such as Adobe Photoshop, Illustrator, Dreamweaver, Acrobat, MX Flash, and other graphics applications.
- Experience in mobile development is desirable.
- Web developers assigned to the project must have a min. 5 years of professional experience in website and graphic design and collectively possess the following type of experience:
 - Expert in HTML5/CSS3, HTML/CSS, JavaScript, JQuery
 - Experience with Responsive Framework such as Bootstrap (Experience with LESS is a plus).
 - Experience with Client-Side MVC/MVVM Javascript Framework such as AngularJS, BackboneJS, etc.
 - Experience with Client to Server communication through REST/JSON APIs.
 - Experience with open source languages.
 - Eye for design and attention to details are essential.

- Company experience in working for development organizations or non-profit agencies is desirable.
- Other important aspects sought in the company's profile:
 - Experience in project management with a track record of delivering at or ahead of deadlines.
 - Extensive experience in analyzing, developing, testing and launching websites.
 - Demonstrates integrity and ethical standards.
 - Positive, constructive attitude towards work.
 - Ability to act professionally and flexibility to engage with team partners.
 - Proven ability to work under pressure to meet deadlines, and to undertake problem solving independently while in close coordination with the team.

Exhibit A: Development and Design Considerations for the NBSAP Forum Website -- Description

Design considerations: The basic look and feel of the NBSAP Forum website has already been developed – see www.nbsapforum.net. Subsequent pages should consider this existing design, color scheme and logo as a basis for developing the website wireframes. The images presented here should be considered indicative only; the web development company should feel free to improve upon the layout, design and functionality presented here, based on their professional judgment.

1. **Home page:** The home page should include the following elements, which should be features of *all* pages of the NBSAP Forum site:
 - a. **About the NBSAP Forum:** See “About the NBSAP Forum” for draft text
 - b. **Frequently asked questions:** See FAQs sheet for text
 - c. **Site map:** A simple list of all links within site
 - d. **Join the Forum:** a button or link to join to the NBSAP Forum – note, this will take user to the ‘join’ form within the ‘connect with members’ page.
 - e. **Language:** The user should be able to choose a language (English, Spanish, French). The user should be able to switch back and forth between languages easily. All text in Spanish and French will be provided.
 - f. **Breadcrumbs:** There should be a function to track breadcrumbs near the top of the page.
 - g. **Contact us:** This will link to an email address and telephone number.
 - h. **Logos:** The host organization logos include CBD (Convention on Biological Diversity), UNDP (United Nations Development Programme), and UNEP (United Nations Environment Programme). High-resolution logos for each organization will be provided. These should link to the URL of choice for each organization (to be provided).
 - i. **Social media:** There should be the usual logos for social media. We will independently create a facebook page, twitter account (unless the web designer/developer has someone on staff who can help develop and execute a social media strategy).

Key considerations:

Inter-functionality: The website will need to have full inter-functionality with www.cbd.int, including for membership/login, as well as search repositories for documents and resources. There will also need to be inter-functionality with www.conservationtraining.org, particularly for log-in.

Note on key consideration above, introduced in the revision of the RFP, and based on the inter-functionality of mentioned sites and shared log-ins:

- Shared login would pose technical challenges. There will be separate user log-ins for the sites and the NBSAP Forum's portal. Due to the same challenges, we will need to keep the scope of global searches made while logged-in in the NBSAP Forum to cover Forum resources only. Results can be categorized as 'documents and tools', 'people' and 'e-learning courses', the latter will be based on the text content from the courses, which we have in a structured database. This aspect will be better defined during the discovery phase.

Else, refer to information on the back and front ends of the CBD's website further up in this document.

2. **Secondary pages:** The home page will include three functional buttons (with drop-down menus) for CONNECT, SUPPORT, and LEARN, as well as an area for specific learning resources for NBSAPs (see “Draft Landing Page”).

a. **‘CONNECT’ pages:** These include the following:

- **Connect with members:** Clicking on this choice will take the user to a “Members Page.” Here users can join the forum or find other members. Members (including pictures) will be displayed according to most recent/frequent usage. When they join, they select from a range of fields, and the search function enables users to find members according to these fields, tentatively listed below. Question: Should new users have a selection of notifications/‘subscription’ options – e.g., to be notified in their inbox of new members, new discussions, new documents added, etc?

Proposed fields for joining and searching for members

- Name: MANDATORY
- Photo: (uploaded from computer) -- OPTIONAL
- Title: OPTIONAL
- Organization: MANDATORY
- Primary Country: (drop down menu from list of UN countries) MANDATORY
- Additional country/ies (allow user to select additional countries from drop-down menu) OPTIONAL
- Primary Region: (drop down menu from present list of regions. NOTE: do we want fewer, larger regions, or more and smaller regions? Do we go by UN regions?). OPTIONAL
- Additional region/s: (allow user to select additional region/s with drop-down menu) OPTIONAL
- Primary email address: (NOTE: How do we avoid against bots and spammers?) MANDATORY
- Additional email address: (Allow user to add additional email address/es) OPTIONAL
- Primary areas of expertise: Allow user to check all that apply, or have drop down menu of areas of expertise that allow for multiple selections -- see suggested issues below under “Communities of Practice”) OPTIONAL
- Primary UN Language: Drop down menu of 5 UN languages OPTIONAL
- Additional languages: Allow user to add additional languages OPTIONAL
- LinkedIn profile address: OPTIONAL
- Role: (Allow user to check all that apply): OPTIONAL
 - I am interested in serving as an NBSAP consultant
 - I would be interested in reviewing NBSAP materials related to my area/s of expertise as a volunteer

- I would be interested in leading an online course in my area/s of expertise as a volunteer

- **Connect with experts:** When clicking on this choice, there will be another drop down menu, activated by mouseover, that allows the user to choose among a set of 20 topics (see “Communities of Practice” page). When clicking on a particular topic, a new page will open (in new tab), called “Community of Practice: ISSUE” where “ISSUE” is the selected issue. This page will include a display of members, a discussion forum where users can create new or contribute to existing discussion topics and threads, and key resources (these will be generated by an NBSAP repository, similar to the PoWPA repository – this will require specified fields – see under ‘support’ for proposed list).

Proposed issues for communities of practice of experts include:

- Targets and indicators
 - Communication, education and public awareness
 - Biodiversity mainstreaming into production and development
 - Economic valuation of biodiversity
 - Incentives
 - Species, habitats and extinction risk
 - Invasive alien species
 - Access and benefits sharing
 - Genetic diversity
 - Sustainable production and consumption
 - Protected areas
 - Restoration
 - Climate resilience, adaptation and mitigation
 - Ecosystem services
 - Biodiversity spatial planning and data
 - Coral reefs, EBSAs and marine issues
 - Clearinghouse mechanisms
 - NBSAP development and implementation process
 - Traditional and scientific knowledge
 - Mobilization of financial resources
- **Connect with countries:** When clicking on this choice, there will be another drop down menu, activated by mouseover, which allows the user to choose among existing countries. When clicking on a particular country, a new page will open (in a new tab) called ‘NBSAP National Page: Country.’ A standardized format will include basic information (to be provided). The web designer/developer should use a standardized UN list of countries, to be provided. See draft “National Page” for more detail.
 - **Connect with regions:** When clicking on this choice, there will be another drop down menu, activated by mouseover, that allows users to choose among regions (list of

regions to be provided). A new page will open (in new tab) called “NBSAP Regional Page: Region” where “region” is the selected region. See draft “Regional Page” for more detail. QUESTION FOR DISCUSSION: Which regions should we include? UN regions, or the regions that had regional NBSAP workshops?

b. ‘SUPPORT’ pages: These include the following:

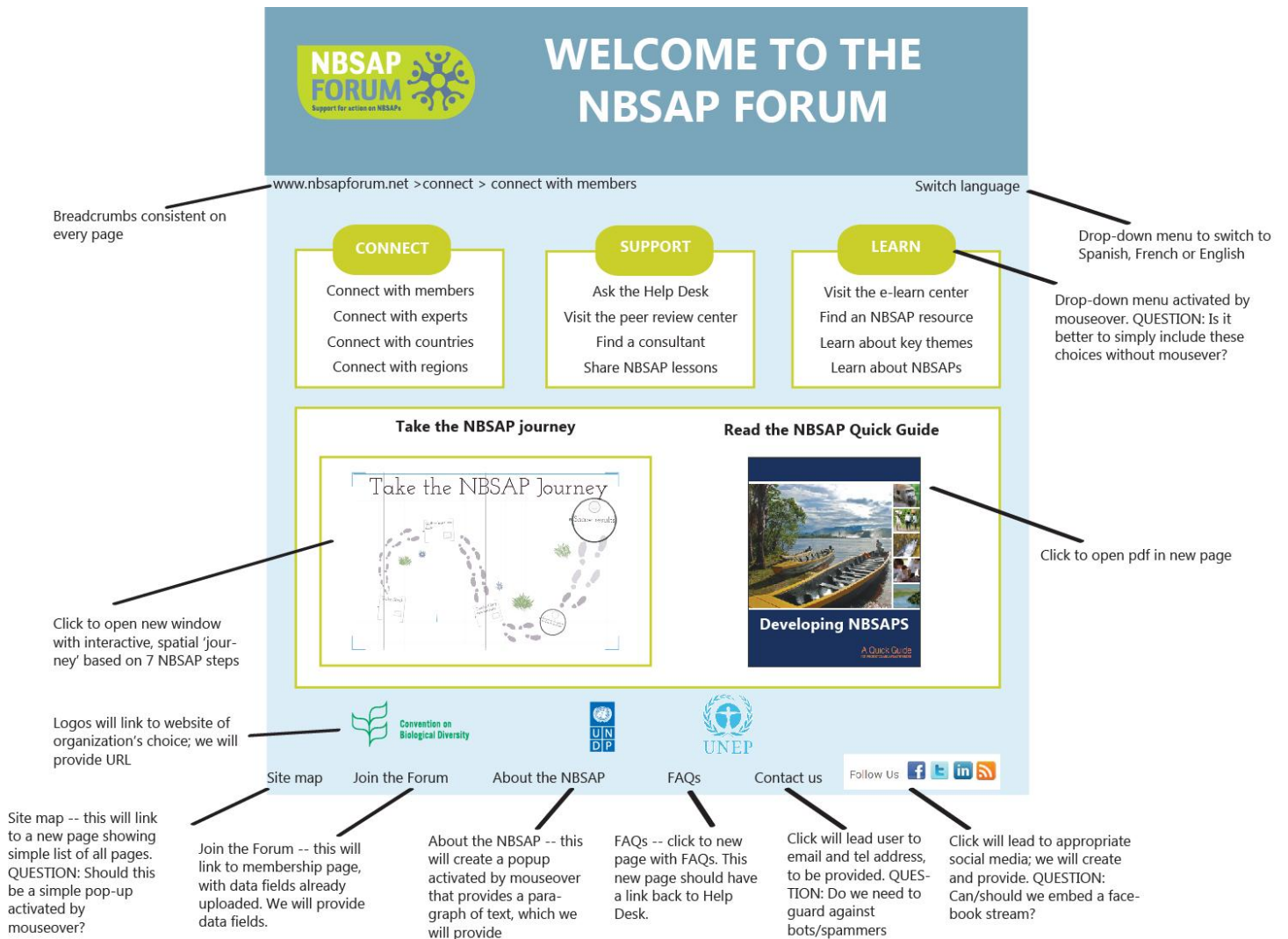
- **Ask the Help Desk:** The Help Desk is staffed by a team of people from CBD, UNDP and UNEP, who can answer direct questions related to their constituencies. It is also staffed by a general staff person whose job is to identify what kind of question is being asked, and to pass the question on to the correct person. (A decision tree for this person is under development). The user, when clicking on the help desk, will automatically see an email address to the general help desk, but will also be able to select specific types of questions (e.g., ask a technical question about a specific theme, as an implementing agency about funding questions). The help desk also allows the user to post questions to thematic experts (there will be point people designated for this person), and to post open questions to the NBSAP Forum membership through the general discussion forum.
- **Peer review center:** The Peer Review Center allows users to both give and receive peer review on their NBSAPs, including specific chapters or sections, key issues, and the whole NBSAP. Peer review can be by thematic experts, regional NBSAP peers, or global NBSAP experts.
- **Find an expert:** This will allow users to find an expert by name, country, region, language, area of expertise, and whether or not they can provide review and/or consulting.
- **Share NBSAP lessons:** This page allows users to upload and view best practices around all of the key issues related to NBSAPs. This will be facilitated by a comprehensive, detailed outline of potential topics. Users will use easy templates to upload best practices (word limit of 250 words). Users can also search for best practices based on topic and sub-topic, country, region, and submitter.

c. ‘LEARN’ pages: These include the following:

- **Visit the e-learning center:** On this page, users can select from a variety of e-learning courses. There are 14 existing e-learning modules on NBSAP-related issues, with another 6 under development for 2013. To date these have been hosted by www.conservationtraining.org, which also allows for on-line courses with discussion rooms, etc. The modules to date are in multiple languages. New courses include: Introduction to NBSAPs, indicators, governance of protected areas, mainstreaming protected areas into tourism, and incentives, among others.

- **Find an NBSAP resource:** This site, modeled after www.cbd.int/protected/tools allows users to quickly locate an NBSAP-related resource, searchable by: topic, theme, Aichi target, language, type of tool, country, and region. It also allows users (registered members) to upload NBSAP-related tools and documents.
 - **Learn about key NBSAP themes:** This site helps walk users through all of the key NBSAP themes, providing simple, user-friendly, understandable text and images, and helps reduce the complexity involved in understanding each of the 20 themes identified. Users will also be able to find resources, find experts and connect with communities of practice for each of the key themes.
 - **Learn about the NBSAP process:** This site provides an online overview in an e-book format about the NBSAP process. Users can download a quick guide about NBSAPs, or read the guide online, as well as access more detailed guidance on NBSAPs from CBD.
- d. **Take the NBSAP Journey:** This interactive, spatial map allows the user to follow the NBSAP development steps, and to locate more specific information as they go deeper. An indicative example of this kind of functionality is available at: <http://tour.history.org/>. The steps and sub-steps are listed below. Included at each set of steps are key resources, additional guidance, case studies and examples, and a set of best practices.

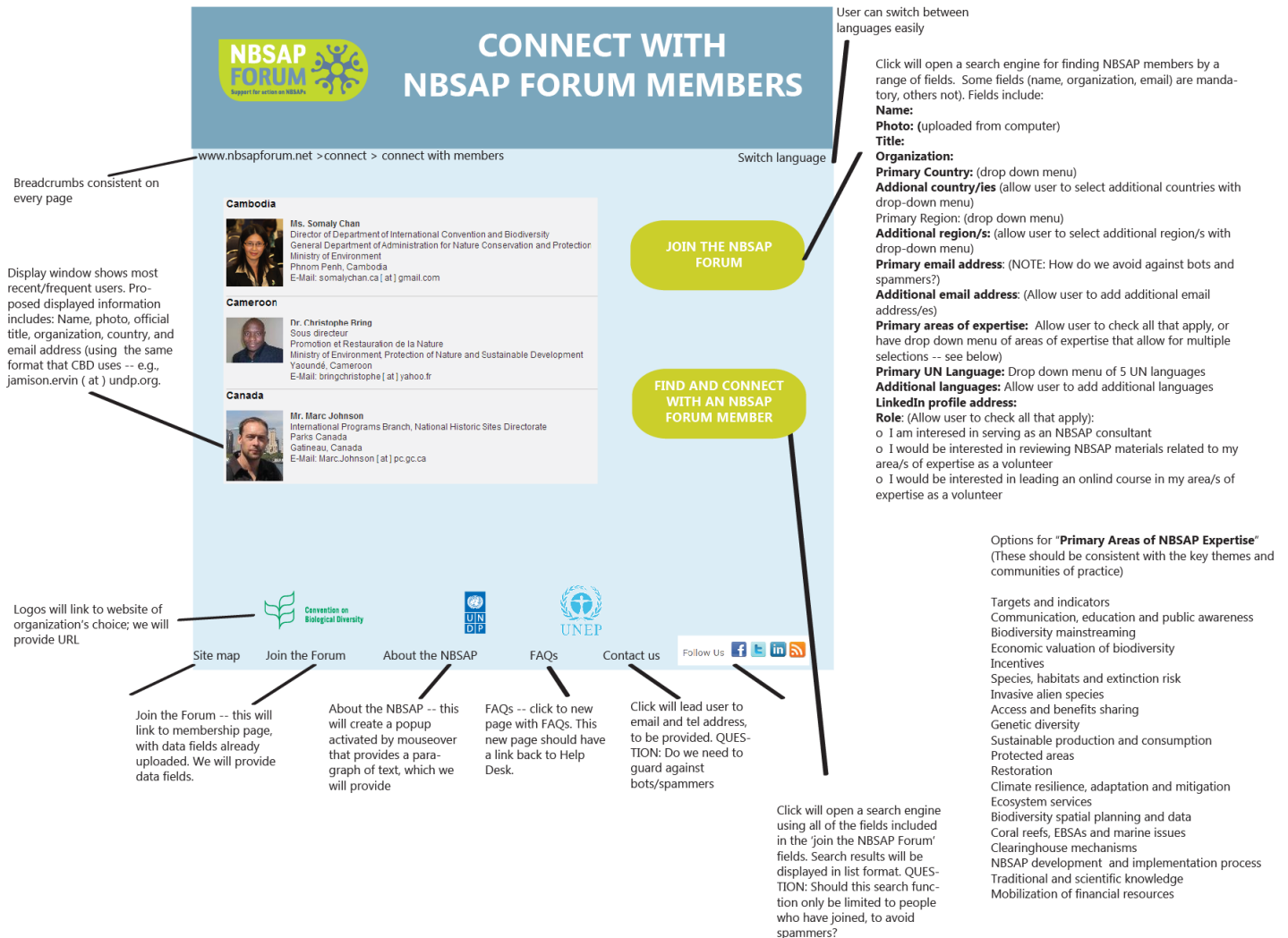
**EXHIBIT B: Visual sketch of preliminary wireframing
DRAFT Home Page**



Additional notes:

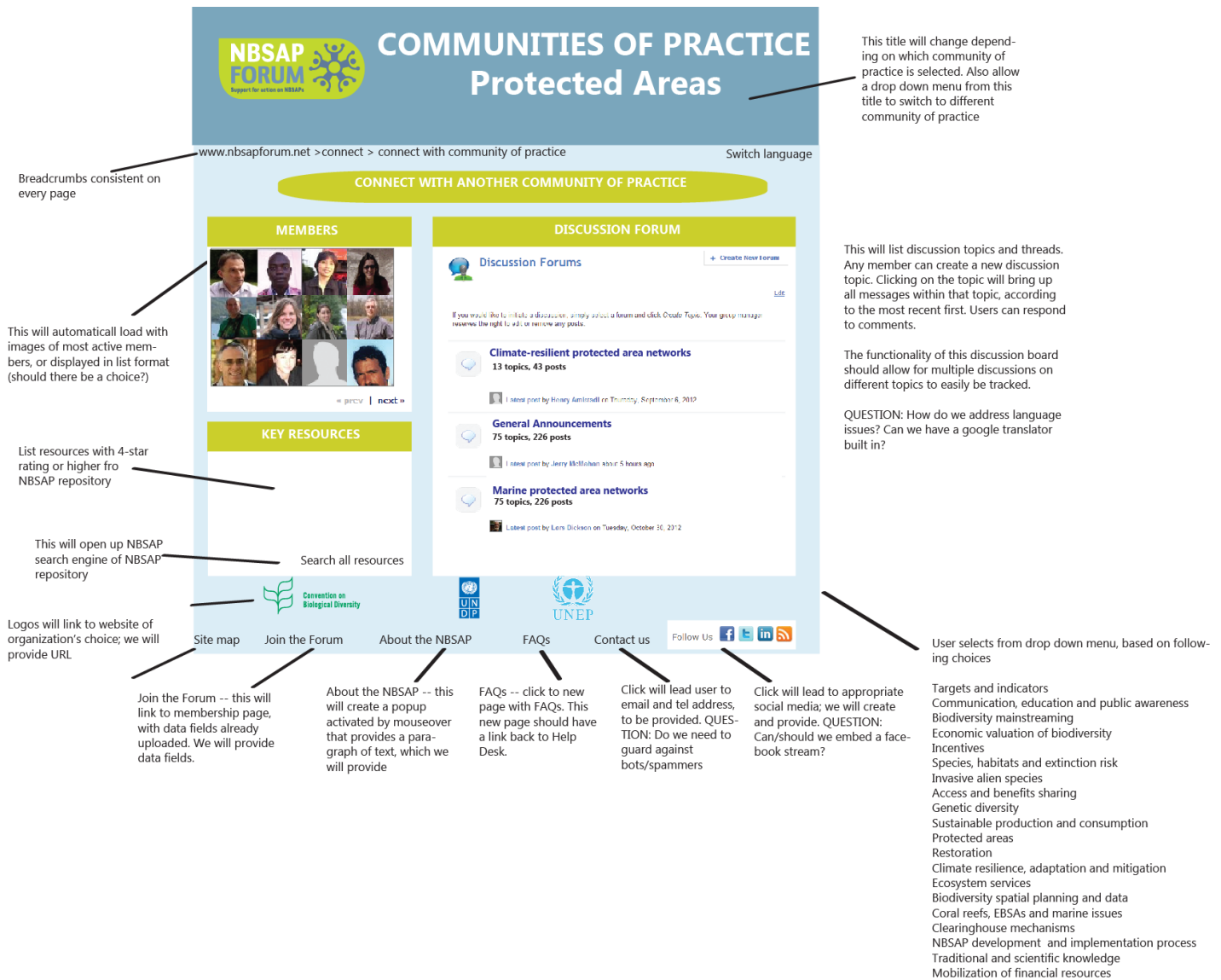
There should be either a permanent side bar or top menu that highlights all main menu options

DRAFT 'CONNECT WITH MEMBERS' PAGE



Note that we will provide an initial database in excel with about 500+ names for pre-population for the database. Thereafter, new members will self-populate database when they join.

DRAFT “CONNECT WITH COMMUNITIES OF PRACTICE” PAGE



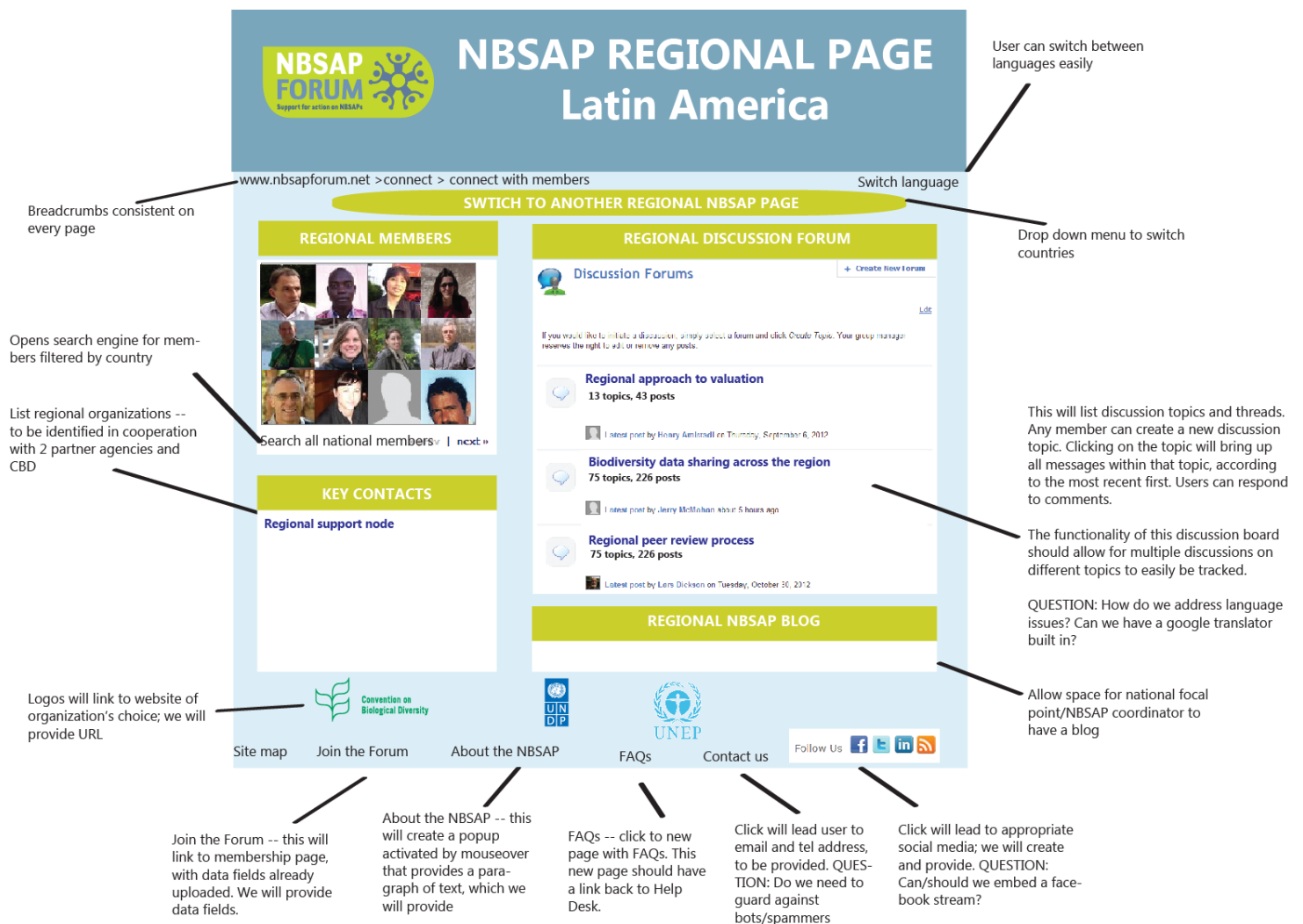
Note: there are several options to simplify or expand this page. The simplest option will be to have a single discussion thread for all topics; the most complex will be to have multiple discussion threads.

DRAFT 'CONNECT WITH COUNTRIES' PAGE



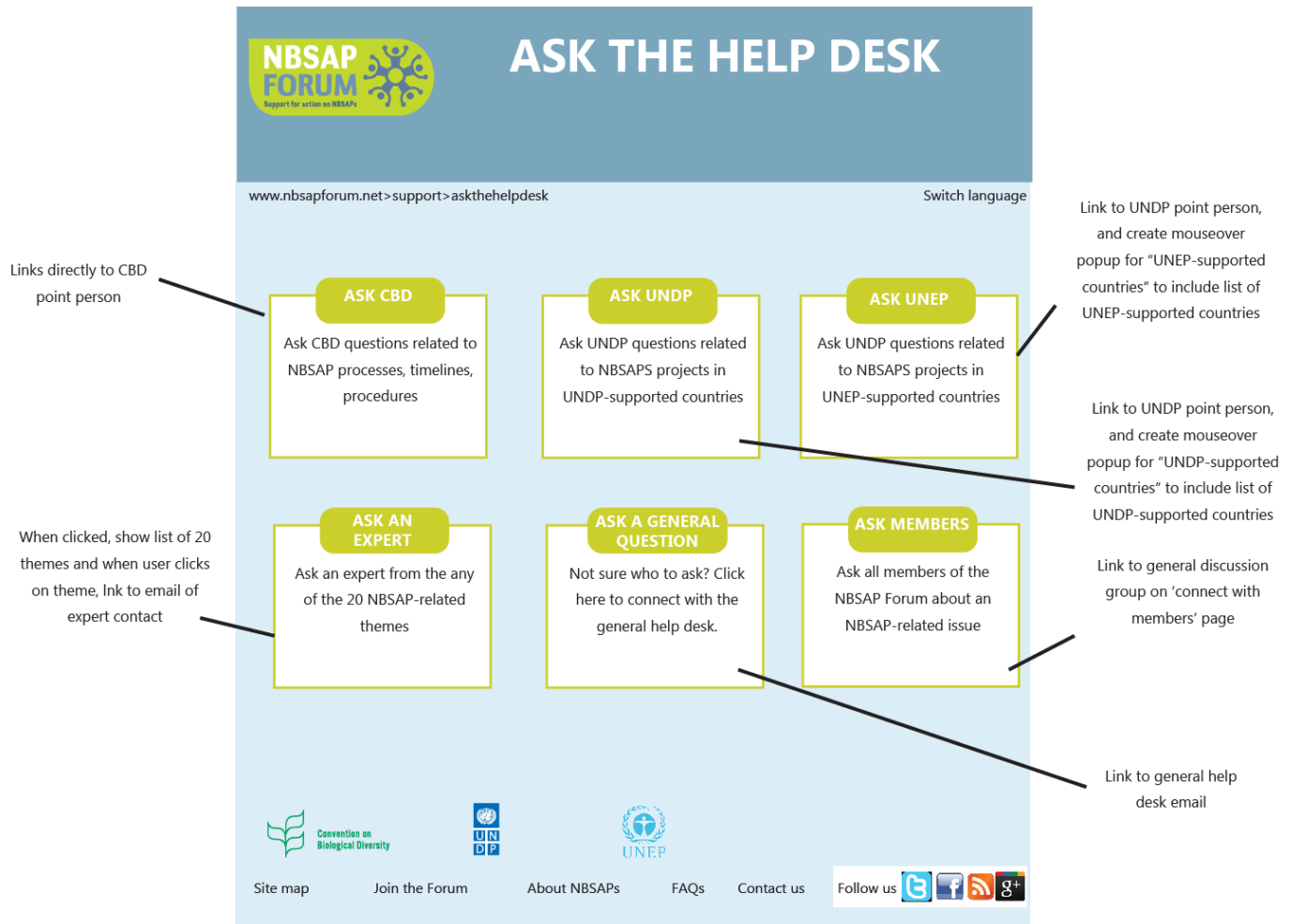
Note that initially this can be a simplified version that simply provides key contact for individuals looking to find information about a country. UNDP and UNEP will be responsible for identifying key points of contact, and key details for the countries that they are working with directly.

DRAFT 'CONNECT WITH REGIONS' PAGE



Note that this may be included in Stage II, depending upon demand.

DRAFT PAGE FOR “Ask the Help Desk”



Note that this page is under discussion. A simplified version may be developed initially with a single point of contact.

DRAFT PAGE FOR “Peer review center”

NBSAP FORUM
Support for action on NBSAPs

PEER REVIEW CENTER

www.nbsapforum.net>support>askthehelpdesk

Switch language

SUBMIT FOR REVIEW

Submit a draft NBSAP, a chapter, or a section for review by regional peers, thematic specialists and global experts.

PROVIDE REVIEW

Provide review of draft NBSAPs, chapters or sections

READ RECENT REVIEWS

This section shows all recently reviewed material, which countries have allowed to be made publicly available.

When user clicks, a form appears with following information:

- Name
- Organization
- Type of information submitted
- Checklist of who can review
- Agreement on use and public disclosure of review

When user clicks, all existing pieces for review appear, along with a disclaimer form for user to click to agree before being able to view materials.

Link to general help desk email

Site map Join the Forum About NBSAPs FAQs Contact us Follow us

Convention on Biological Diversity UN DP UNEP

Note that this can be included in Stage I or II, depending on resource availability.

NBSAP FORUM
Support for action on NBSAPs

FIND AN EXPERT

www.nbsapforum.net>support>askthehelpdesk [Switch language](#)

FIND AN EXPERT

Find an Expert

Find an Expert... [Search](#)

[All](#) [Incentives and valuation](#) [Production mainstreaming](#) [Protected Areas](#) [ABS](#) [Invasive species](#) [Climate resilience](#) [Restoration](#)

Expert Profiles:

- Trevor Sandwith**
Director, IUCN Protected Areas
Expertise: Protected areas, climate resilience, invasives (see more)
Email me
My name is Trevor Sandwith. I specialize in protected area policy, management effectiveness and ecological gap assessments. I'd be ...
- Trevor Sandwith**
Director, IUCN Protected Areas
Expertise: Protected areas, climate resilience, invasives (see more)
Email me
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Director, IUCN Protected Areas
Expertise: Protected areas, climate resilience, invasives (see more)
Email me
My name is Trevor Sandwith. I specialize in protected area policy, management effectiveness and ecological gap assessments. I'd be ...

[View All in Williston](#)

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Drop-down menu allows user to search by topic (the same list of 20 topics used in other parts of the website), by expert, by consultant, by language, by region

Links to individual experts includes name, photo, organization and title, areas of expertise, a way to contact by email, and a brief personal statement.

NOTE: How do we handle privacy with email addresses to avoid spam and bots?

Note that this is simply linked to CMS database for members, based on self-identified expertise.

DRAFT PAGE FOR “Find and Share Best Practices”

NBSAP FORUM
Support for action on NBSAPs

FIND AND SHARE BEST PRACTICES

www.nbsapforum.net > support > askthehelpdesk Switch language

SHARE BEST PRACTICES

Submit a best practice on any aspect of NBSAPs

FIND BEST PRACTICES

Find best practices on any aspect of NBSAPs

SEE RECENT BEST PRACTICES

See all best practices

When user clicks, a menu appears with following information:
A template that includes
a) a comprehensive outline (available by mouseover or by traditional search box) of potential topics on which to submit a best practice;
b) a photo; c) word entry space (max 250 words); d) title; e) submitter information

When user clicks, a menu pops up allowing user to search for best practices by:
a) topic (from detailed drop-down list); b) country; and region c) date submitted

This section shows all recently uploaded best practices. Users can also click 'see all' to see full list, organized by topic and sub-topic.

Link to general help desk email

[Site map](#)
[Join the Forum](#)
[About NBSAPs](#)
[FAQs](#)
[Contact us](#)
[Follow us](#)

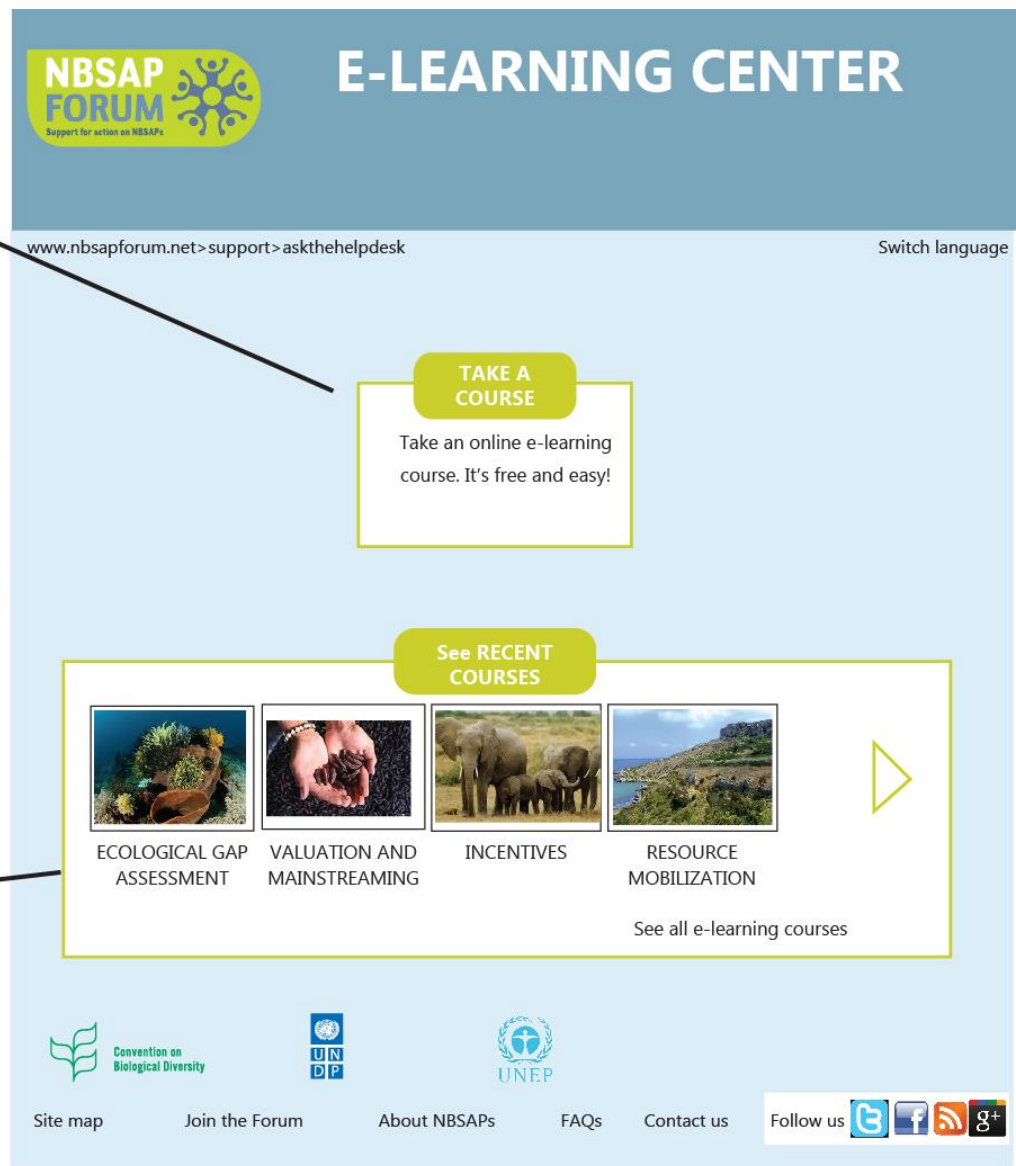
Stage II. The team will provide templates and materials, and initial population of 20-25 best practices.

DRAFT PAGE FOR “Visit the e-learning center”

User clicks to access drop-down menu of courses available. After clicking on course, user is redirected to www.conservationtraining.org (see below)



This section shows all recently uploaded e-learning courses. Users can also click 'see all' to see full list.



Note that no new programming is required for this page – the links will be to an existing site that is independently maintained.

DRAFT PAGE FOR “Find an NBSAP resource”

[Changed slightly since previous version of procurement notice to correct a mistake]

This will open up NBSAP search engine of NBSAP repository.

User can upload resources, but must be a registered member to do so. There will be a template/form, similar to that at www.cbd.int/protected/tools to allow users to upload resources

This tool lets people search by theme, topic, type of tool, region, country, language, aichi target



FIND AN NBSAP RESOURCE

www.nbsapforum.net>support>askthehelpdesk Switch language

FIND AN NBSAP RESOURCE

Find a resource on NBSAP-related issues

ADD AN NBSAP RESOURCE

Submit a resource on NBSAP-related issues



Documents and tools

There is no shortage of tools and resources to help in the implementation of the Programme of Work on Protected Areas, but they are often dispersed and difficult to find in one place. This site enables you to quickly find and browse for tools by searching each of the different goals of the Programme of Work, searching specific topics and types of tools and resources, and by searching by language and geography. This database of tools and resources is still incomplete – please consider contributing and sharing your resources, including guidance materials, case studies, websites and more.

Theme	<All>	
Topic	<All>	
Type of tool	<All>	
Region	<All>	
Country	<All>	
Language	<All>	
Aichi Target	<All>	
Keywords	Enter keywords. Separate words with AND or OR.	
<input type="text"/>		
<input type="button" value="Search"/>		

Record 1 to 25 of 1098 <<| 1| 2| 3| 4| 5| 6| 7| 8| ...| 44| >>





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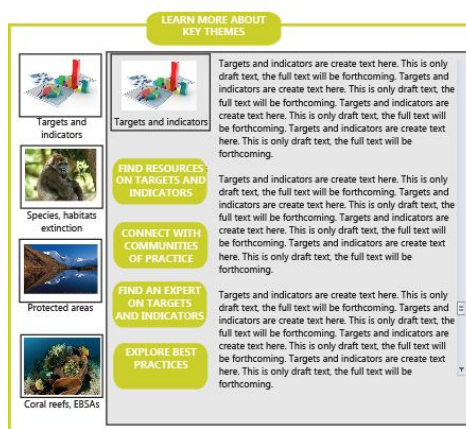




DRAFT PAGE FOR “Learn about key NBSAP themes”

User clicks on each key theme -- leading to a) a page of simple text and images that describes key issues; b) key links, websites, resources; c) glossary of key terms; d) downloadable pdf. User can also: a) contact an expert on that theme; b) join a community of practice on that theme; c) find a resource related to that theme.

The text would be viewed in a simple popup with scroll bar, along with additional links as described above. See below for example.




Note that the team will provide, in consultation with partners, the text and content for this.

DRAFT PAGE FOR “Learn about the NBSAP Process” and “Take the NBSAP Journey”

User is able to read an e-book (NBSAP Quick Guide), or download the book in a pdf.

User can also access all CBD guidance documents (possibly create comprehensive e-book if resources)



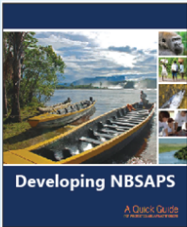
LEARN ABOUT THE NBSAP PROCESS

www.nbsapforum.net > support > askthehelpdesk
 [Switch language](#)


READ THE QUICK GUIDE ONLINE




DOWNLOAD THE NBSAP QUICK GUIDE IN PDF

ACCESS CBD GUIDANCE DOCUMENTS







Take the NBSAP journey



Site map
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About NBSAPs
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Contact us

Follow us

Available as on-line e-book, or downloadable pdf

Take the NBSAP Journey is a user-oriented guided tour, that allows the user to go into fine levels of detail on any given subject, or to zoom out and see the larger picture. See steps described in ToR text.

Note that the ‘Take the NBSAP Journey’ could be included in Stage I or II. For Stage I, a simple placeholder for text that the team will be sufficient. The quick guide document will be available in April.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[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, , contact references, examples of similar services as those required by UNDP;*
- 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.

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; 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>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

E. Cost Breakdown by Cost Component [This is only an Example]:

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]

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.