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Resilient nations.

ETHIOPIA

INDIVIDUAL CONTRACT (IC)

PROPOSAL SUBMISSION FORM

Recruitment of Individual International Consultant to establish Regional Economic Accounting System and Capacity Building in Ethiopia;

Procurement Notice Ref. No.: ETH0301;

Published (Posted on): 04 May 2019

Submission Deadline: May 24,2019 @ 10:30 AM in the Morning (UTC+03:00) Addis Ababa/Nairobi Time Zone

Note: those who submit afterwards will automatically be rejected. Proposers are strongly advised to meet the submission deadline and avoid IT related glitch while sending to secured email at last hour.

United Nations Development Programme (UNDP)
Addis Ababa, Ethiopia
May 24, 2019

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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Procurement Notice Ref. No.: ETH03010
Date: May 4,2019

Country: Ethiopia
Description of the Assignment: Recruitment of Individual International Consultant to establish Regional Economic Accounting System and Capacity Building in Ethiopia;

Project Name/Title: Strengthening Institutional Capacity of the National Planning Commission ;

Post Title: International Consultant;

Period of Assignment/Services: Sixty (60) Working Days;

Proposal should be submitted at the following address or email no later than **May 24,2019 at 10:30 AM in the Morning, UTC+03:00 Addis Ababa/Nairobi Time Zone.**

Contact Person :	STAFF MG
Name of Office:	UNDP Ethiopia United Nations Development Programme (UNDP) ECA Compound, Old Bld. 6th floor Addis Ababa, Ethiopia
P.O. Box:	5580
Telephone	+251 11 5 44-44-45
Fax	+251 11 5 51-45-99 / +251 11 5 51-51-47
Via our secured mail address:	procurement.et@undp.org

Any request for clarification and/or additional information on this Procurement Notice shall be sent in writing to UNDP Ethiopian Country Office or send standard electronic communication to the Contact Person e-mail at info.procurementet@undp.org **(please note that it is only dedicated for enquiry and confirmation for proposal submission. Do not submit both Technical and Financial proposals to this account. If you do so, your proposals will be rejected and UNDP will not be accountable for it)**. While the Procurement Unit would endeavour to provide clarification expeditiously, only requests receiving at least 5 days period to the submission deadline will be entertained. The procuring UNDP entity will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants. Any delay in providing such information will not be considered as a reason for extending the submission deadline.

I. BACKGROUND

The Planning and Development Commission (hereafter PDC) is entrusted with coordination of the formulation of Five-Year Development Plans within the framework of 10 Years Perspective Development Plan, monitoring and evaluation of the development plan and conducting research and studies that inform both the planning and monitoring and evaluation phases.

The National Accounts Directorate (NAD) of the Planning and Development Commission (PDC) plays a pivotal role in producing macroeconomic aggregates like GDP and related measurements. The national accounts statistics (NAS) is used as a key instrument for planning, policy formulation, research & study, monitoring and evaluation, etc. of the economy.

Ethiopia follows a federal system of administration. There are nine regional governments and two city administrations which form the federation. The NAD of the PDC is now preparing ground work to establish the "**system of regional economic accounts for Ethiopia"**. The system to be established is expected to build the capacity of the NAD of the PDC to be able to produce Regional GDP for the respective state in a consistent and harmonized manner. The consultant to be hired through this TOR is expected to provide options to produce consistent and harmonized regional income account statistics. ***For detailed information, please refer to Annex I- Terms of Reference (ToR)***

II. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION

- The NAD staff will provide the required support and the necessary data (survey and administrative), provide documents and other facilitative works. The TA is expected to assist in doing the following activities:
- Identify the gaps in data sources and economic activity coverage for GRDP estimation;
- Recommend templates and data assessment forms to be filled up by main data providers;
- Define sets of proxy indicators and methods that can be used in the estimates of GRDP where there is no data source for some activities;
- Identify and implement international as well as regional best practices of countries that have a well-recognized GRDP estimation system;
- Conduct gap assessment of NAD and regional staff's technical competence and facilitate/propose for capacity building;

The specific areas required for technical assistance are as follows:

A) Based on the practice of some federal government countries, advice on the legal aspects of RGDP estimation and use of the estimates in national economic analyses

and decision taking:

A.1. Review existing works on regional economic accounts from each region;

A.2. Examine the existing laws and regulations of the country pertinent to RGDP compilation and its utilization;

A.3. Advise on suitable legal framework for GRDP estimation which will lead to the establishment of mechanisms to render support from the NAD of the PDC more effective;

A.4. Advice on data sources to be used for various industries of GRDP estimation. Official data sources to be used by all regions and administrative data sources of the respective regions;

A.5. Advise the Planning and Development Commission on how supra-regional socioeconomic activities are apportioned across Regional States and City Administrations;

A.6. Organize a workshop to discuss on the issues mentioned above with the stakeholders (regional, federal government bodies, etc.);

A.7. Staff Training and Capacity Building on RGDP estimation;

B. Produce the source and method manual for GRDP estimation

The source and method manual will be the main reference book to compile the GRDP by all regions and city administrations. The manual describes:

- Detailed economic activity coverage, as per the international standard of industrial classification (ISIC);
- Data sources and Estimation methods at current and constant prices;

I. Expected Outputs

- Prepared inception report outlining the action plan to implement the system;
- Organized/facilitated study tours to some countries for stakeholders to gain best practices on GRDP compilation;
- Produced GRDP source and method manual;

- ➢ Technical Capacity Built for pertinent staff members of NAD of PDC and professional staffs from counterpart institutions at regional state levels;

- Awareness creation workshops conducted for stakeholders on the concepts, coverage, data sources, methods and procedures of the GRDP estimation in Ethiopia;

- For detailed information, please refer to Annex I- Terms of Reference (ToR)

III. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

a. **Education:**

- Minimum a master's degree in Econometrics, Development Economics, and Development Studies, International Development, statistic or relevant discipline;

b. Experience:

- At least a minimum of 15 years proven experience in compilation, validation and analysis of NAS, GRDP estimation, development planning preparation, designing and building Economic wider models and using spreadsheet models, reviewing research works and studies; monitoring and evaluation, recognized track record on policy work related to national planning governance, economic reform/ poverty alleviation…etc.;
- Work experience in developing countries NAS & REA compilation;
- Excellent interpersonal communication and writing skills in English;

b. Language and other skills:

- Fluency in English (both oral and written;

Compliance of the UN Core Values:

- Demonstrates integrity by modelling the UN's values and ethical standards
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favouritism;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Important Note:
The Consultant is required to have the above mentioned professional and technical qualifications**. Only the applicants who hold these qualifications** are advised to submit their respective bid proposals.

IV. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE TECHNICAL PROPOSALS

Interested offeror/Individual Consultant (IC) must submit the following documents before the deadline stipulated in the IC Procurement Notice. Such documents are:

- Technical Proposal which includes but not limited to explaining why they are the most suitable for the work; Provide a brief **methodology** on how they will approach and conduct the work; past experience in **similar projects** and at least **three (3) references; . . .**
- Financial Proposal as per prescribed format
- Duly Signed Offeror's Letter to UNDP Confirming Interest and Availability as "**annex a**"

- Duly Signed Personal CV as "**annex b**"

V. FINANCIAL PROPOSAL

LUMP-SUM CONTRACTS

- The Financial Proposal shall specify a total lump-sum amount **all-inclusive**[1], and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump-sum amount (including travel, per diems, and number of anticipated working days) in **Ethiopian Birr Only. Financial proposal submitted in any currency rather than Ethiopian Birr will not be considered for further Evaluation**.

Travel:

- All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, **UNDP should not accept travel costs exceeding those of an economy class ticket**. Should the IC wish to travel on a higher class he/she should do so using their own resources.
- In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective Business Unit (BU) and Individual Consultant, prior to travel and will be reimbursed.

VI. EVALUATION

Individual Contractor (IC) will be evaluated based on **Cumulative Analysis** as per the following scenario:

- When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:
  a. Responsive/compliant/acceptable, and
  b. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- The respective weight of the proposals are:
  I. Technical Criteria weight; **[70%]**
  II. Financial Criteria weight; **[30%]**

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	**70%**	100
▪ **Criteria a.** Educational background: as specified above;	**10**	
▪ **Criteria B:** Understanding the Scope of Work (SoW); comprehensiveness of the methodology/approach; and organization & completeness of the proposal;	**30**	
▪ **Criteria C:** working experience as specified above;	**30**	
Financial (Lower Offer/Offer*100)	**30%**	
Total Score	**Technical Score * 70% + Financial Score * 30%**	

[1]

Evaluation legend:

Weight per Technical Competence	
Weak: below 70%	The individual consultant/contractor has demonstrated a **WEAK** capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a **SATISFACTORY** capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a **GOOD** capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a **VERY GOOD** capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated an **OUTSTANDING** capacity for the analyzed competence.

ANNEXES

ANNEX I - Terms of References (ToR)

ANNEX II - Technical Proposal along with Offeror's Letter to UNDP Confirming Interest and Availability

ANNEX III - Financial Proposal

ANNEX IV - General Conditions of Contract: For the Services of Individual Contractors (IC)

INSTRUCTION TO OFFERORS

No.	Data	Specific Instructions / Requirements
1	Country / Region of Work Location:	Please refer to the ToR
2	Language of the Proposal:	English
3	Period of Proposal Validity commencing on the submission date	120 days
4	Currency of Proposal	**USD**
5	Deadline for submitting requests for clarifications/ questions	Five (5) days before the submission date
6	Contact Details for submitting clarifications/questions[2]	Focal Person in UNDP: STAFF MG Address: United Nations Development Programme (UNDP) ECA Compound; Congo Bld.; 6th Floor; North Wing Addis Ababa, Ethiopia Facsimile: +251 11 5514599 / +251 11 5515147 P.O. Box: 5580 E-mail address dedicated for this purpose: info.procurementet@undp.org (**only for enquiry/request for clarification**) 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.
7	Manner of Disseminating Supplemental Information to the IC and responses/clarifications to queries	☒ Direct communication to prospective Bidders by email ☒ Direct communication to prospective Bidders by email, and Posting on the http://procurement-notices.undp.org/ on which the captioned **IC Notice** was posted
8	Allowable Manner of Submitting Proposals	☒ Electronic submission of Bid;
9	**Proposal Submission**	☒ Via our secured mail address: procurement.et@undp.org

[2] *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 officially received.*

No.	Data	Specific Instructions / Requirements
	Address	
10	No. of copies of Proposal that must be submitted [if transmitted by **courier and/or in person**]	☒Original: **One**
11	Deadline of Submission	☒ Date and Time: May 24,2019 @ 10:30 AM in the morning ☒ Time Zone: (UTC+03:00) Addis Ababa/Nairobi
12	Conditions and Procedures for **electronic submission** and opening, if allowed	☒ Official Address for e-submission: procurement.et@undp.org ☒ Free from virus and corrupted files ☒ Format: PDF files only and password protected ☒ Format: **PDF files only and password protected** ☒ **Password** for **Technical Proposal must not** be provided to UNDP until the date and time of Bid Opening as indicated in the **following row** (Row No. 13 hereunder). **Password for Financial Proposal**, however, **will be requested from those Proposers whose Technical proposals found to be Technically Qualified by Technical Panel**. ☒ UNDP Ethiopia Office uses Adobe PDF reader version 9 and Microsoft 2007 & Microsoft 2010 ☒ For electronically transferred data, the maximum capacity is **9MB**. Thus, if the size of the file is greater than **9MB** attach them with two or more email. ☒ No. of copies to be transmitted: **only One**, do not send the proposals time and again to avoid confusion in locating the right proposals. UNDP/Procurement Unit will not be liable for failing to locate a right proposal owing to repetitively sending revised proposals. ☒ **Subject of email (Mandatory)**: your proposals shall be sent **into two separate files but in one email** under **Subject Line**: **ETH0301;** ☒ **Proposals File Name (Mandatory)**: **The File Name for Technical and Financial Proposals MUST BE**: 1. **For Technical** – **ETH0301 -** TP - [insert your name] 2. **For Financial** –**ETH0301**- FP - [insert your name] ☒ For failing and/or incorrectly state the **above subject line** may result in failing to exactly locate your proposals as the Procurement Unit processes several of such type proposal invitations at a time and will not be liable for any consequences thereof. ☒ **COMPULSORY: Once you submitted your proposals electronically to designated Secured Email and/or using Courier/Mail physically; kindly confirm same (without attaching the proposals for the purpose keeping its integrity) to the Focal Person (STAFF MG) the submission of the proposals at**

No.	Data	Specific Instructions / Requirements
		info.procurementet@undp.org Your confirmation is important in order to ensure your proposals are not missed and considered for subsequent Technical Evaluation.
13	Date and time for sending Password for Technical Proposal	☒ Date and Time: May 24,2019 @ 10:00 AM in the Morning ☒ Time Zone: **(UTC+03:00) Addis Ababa/Nairobi Time**
14	Evaluation method to be used in selecting the most responsive Proposal	☒ Combined Scoring Method, using the 70%-30% distribution for Technical and Financial proposals, respectively, where the minimum passing score of technical proposal is 70%
15	Post-Qualification Actions	☒ Inquiry and background checking with referees or any other entity that may have done business with the offerer.

ANNEX II

Cover Page

TECHNICAL PROPOSAL

Recruitment of Individual International Consultant to establish Regional Economic Accounting System and Capacity Building in Ethiopia;

Procurement Ref. No.: **ETH0301.**

Prepared by: [insert here]

Nationality: [insert here]

Date of Birth: [insert here]

Gender: [insert here]

Date of Preparation: [insert here]

Email: [insert here]

Address: [insert here]

Phone / Fax: [insert here]

Skype Account: [insert here]

Table of Contents

Page

TECHNICAL PROPOSAL COVER PAGES

Cover Page (use the template hereto)

Cover Letter (use the template hereto)

Statement of Declaration (use the template hereto)

SECTION I. TECHNICAL PROPOSAL SUBMISSION FORM

1.1 Letter of Motivation

1.2 Proposed Methodology

1.3 Past Experience in Similar Consultancy and/or Projects along with Contact Details

1.4 Implementation Timelines

1.5 List of Personal Referees along with contact details

1.6 Bank Reference Details

SECTION II. ANNEXES

Annex a. Duly Signed Offeror's Letter to UNDP Confirming Interest and Availability (use the template hereto)

Annex b. Duly Signed Personal CV

Documentation Checklist (please refer to the checklist attached hereto)

Cover Letter

Date: [insert date]

To: Rahel Wubshet
Deputy Country Director (Operations),OIC;
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Individual Consulting services [insert the description of the profession/activity for project/programme/office] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

I undertake, if my Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated in the Terms of Reference (ToR).

I agree to abide by this Proposal for a period of **120 days** from the date fixed for opening of Proposals in the Individual Consultant Procurement Notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Proposal you may receive.

Full Name:

Signature: _____

Date Signed:

Statement of Declaration

Date: [insert date]

To: Rahel Wubshet
Deputy Country Director (Operations) OIC;
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu:

I, the undersigned, hereby offer to provide consultancy services for [insert: title of services] in accordance with your IC Procurement Notice dated [insert: Date] and our Proposal. I hereby submitting the Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

In this regard, I hereby declare that:

i. All the information and statements made in this Proposal are true and I accept that any misrepresentation contained in it may lead to our disqualification;
ii. I am currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
iii. I have no outstanding bankruptcy or pending litigation or any legal action that could impair my consultancy service; and
iv. I do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

I undertake, if the Proposal is accepted, to initiate the consultancy services just after contract agreement is duly signed.

I fully understand and recognize that UNDP is not bound to accept this proposal, that I shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Full Name:

Signature: _____

Date Signed:

TECHNICAL PROPOSAL SUBMISSION FORM

1.1 Letter of Motivation

- Briefly explain why you are the most suitable for the consultancy service you applied for.

1.2 Proposed Methodology for the Completion of Consultancy Services

The consultant must describe how it will address/deliver:

- A detailed approach and/or methodology you plan to apply or conduct the to meet the demands of the ToR;
- Providing a detailed description of the essential performance characteristics (if any);
- Implementation timeline and/or work plan using the proposed methodology/approach. It shall be supported by Gantt Chart
- Any other information pertinent to it.

1.3 Past experience in similar projects and/or consultancy services

The consultant must describe and indicate:

- Track Record – list of clients for similar consultancy services and/or projects as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references including email address as indicated in the following template:

Track Record and Experience

No.	Client	Contact Value in US$	Period of activity	Types of activities and/or Operations	Status or Date Completed	References Contact Details (Name, Title – Mr., Mrs., Dr. to properly address, Phone, Email
1						
2						
3						
4						
5						

**** Be sure the correct email address is/are indicated***

1.4 Implementation Timelines:

- The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

1.5 List of Personal Referees

- List of at least three personal referees in terms of their title (position), where they work, email, and telephone address as indicated in the following template:

No.	Name of Personal Referee	Name of the Organization	Title and/or Position	Email address with alternative (if any)	Telephone
1					
2					
3					

1.6 Bank Reference Details

In case of winning the designated IC contract, I hereby authorizes UNDP Ethiopia to effect all payments through the following Bank. I will provide Account Number and further detail for bank wiring upon contract award.

Name of the Bank:	[insert here]
Branch Name:	[insert here]
Bank Address:	**City:** [insert here] **State/Province:** [insert here] **Country:** [insert here] **Postal Code:** [insert here] **Bank Contact Email:** [insert here]
Account Type:	☐ Checking ☐ Savings

Note: *Double click on the respective Check Box and click checked in the dialogue box of your choice.*

OFFEROR'S LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date: [Insert Date Filling the Form]

Rahel Wubshet
Deputy Country Director (Operations) OIC;
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu,

I hereby declare that:

a) I have read, understood and hereby accept the Terms of Reference (ToR) describing the duties and responsibilities of [indicate title of assignment] under the [state project title];

b) I have also read, understood and hereby accept **UNDP's General Conditions of Contract for the Services of the Individual Contractors** attached hereto as **Annex IV**;

c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as **Annex "b"**;

d) In compliance with the requirements of the Terms of Reference (ToR), I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as **Annex "a"**;

e) I hereby propose to complete the services based on the following payment rate on the prescribed format which I have attached hereto as **Annex III**:

☐ A total lump-sum amount as stated in the Financial Proposal which will be payable in the manner described in the Terms of Reference (ToR).

f) For your evaluation, the breakdown of the abovementioned **all-inclusive** amount is attached hereto as **Annex III**;

g) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the ToR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

h) This offer shall remain valid for a total period of **120 days** after the submission deadline;

i) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];

j) If I am selected for this assignment, I shall [Double click on the Check Box and click checked in the dialogue box]:

☐ Sign an Individual Contract (IC) with UNDP;

☐ Request my employer [state name of company/organization/institution] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

Description	Contact Details
Legal Name of Organization:	
Business Address:	
Full Name of Official Contract Signatory:	
Title/Post:	
email address:	
Tel.	

k) I hereby confirm that [Double click on the Check Box and click checked in the dialogue box]:

☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

☐ I am **currently engaged with UNDP and/or other entities** for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

l) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

m) **If you are a former staff member of the United Nations recently separated, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum **break in service** required before I can be eligible for an Individual Contract.

n) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name:

Signature: _____

Date Signed:

Documentation Checklist

SN	Documentation Requirement	Yes	No	If "No" Reason
1	Prepared Technical Proposal as per the prescribed template	☐	☐	
2	Prepared **All-Inclusive**[3] **Financial Proposal as per the Template** to be sent in a Separate File	☐	☐	
3	Fulfil the Minimum Required Educational Qualification in the Relevant Area of Specialization as indicated in the ToR	☐	☐	
4	Fulfill the **Minimum** Required Relevant Work Experience as requested under Years of Experience in the ToR	☐	☐	
5	Compiled the Bank Reference Details in the Prescribed Table	☐	☐	
6	Annexed the Duly Signed Offeror's Letter to UNDP Confirming Interest and Availability (use the template hereto) (as part of **Annex a**)	☐	☐	
7	Annexed the Duly Signed Personal CV (as part of **Annex b**)	☐	☐	
8	If I am selected for this assignment, I shall Sign an Individual Contract (IC) with UNDP			
9	I hereby confirm that At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP	☐	☐	
10	I am a former staff member of the United Nations who recently separated, I hereby confirm that I have complied with the minimum **break in service** required before I can be eligible for this Individual Contract (IC).	☐	☐	
11	I am 62 years old or above thus would like to confirm my willingness to go through a full medical exam including x-rays at my own cost from UN recognized medical Center	☐	☐	
12	Accepted all provisions of Individual Contract (IC) General Terms and Conditions (GTC) attached hereto	☐	☐	

Note: *Double click on the respective Check Box and click checked in the dialogue box of your choice.*

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

Full Name:

Signature: _____

Date Signed:

[3] *The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal*

ANNEX III

Cover Page

FINANCIAL PROPOSAL

IC Service Description:	**Recruitment of Individual International Consultant to establish Regional Economic Accounting System and Capacity Building in Ethiopia;**
Procurement Ref. No.:	**ETH0301;**
Prepared by:	[insert here]
Nationality:	[insert here]
Date of Preparation:	[insert here]
Email:	[insert here]
Address:	[insert here]
Phone / Fax:	[insert here]

Cover Letter

To: Rahel Wubshet
Deputy Country Director (Operations) ,OIC;
United Nations Development Programme
Addis Ababa, Ethiopia

Dear Mr. Wussinu:

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide Individual Consulting services [insert the description of the profession/activity for project/programme/office] for the lump-sum amount of [**insert the lump- sum amount in figures and words including the currency**] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

I undertake, if my Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated in the Terms of Reference (ToR).

I agree to abide by this Proposal for a period of **120 days** from the date fixed for opening of Proposals in the Individual Consultant Procurement Notice, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Proposal you may receive.

Full Name:

Signature: _____

Date Signed:

FINANCIAL PROPOSAL SUBMISSION FORM[4]

Directions:

a. The financial proposal shall specify a **lump-sum amount** (including professional fee, travel, per diems, and other relevant expenses and/or costs for number of anticipated working days) which **UNDP Ethiopia Country Office will be obligated to pay to Prospect Individual Contractor (IC) upon Contract Award and successful completion of the consultancy assignment.**

b. **Do not include** any conditional statement(s) about your financial lump-sum amount and partial financial quotation is also not allowed.

c. Payments are based upon output, i.e. upon specific and measurable (qualitative and quantitative) deliverables (as indicated in Section II hereunder) of the services specified in the ToR.

d. Failing to submit one of the two Sections hereunder and/or incomplete information will make the proposal automatically disqualified.

e. **You must send your duly signed Financial proposal separately** from Technical Proposal through UNDP secured email procurement.et@undp.org in a **PDF FORMAT**

I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Unit Cost (Rate IN ETB)	Quantity (No. of days)	Total (in ETB).
Personnel Costs			
Professional Fees			
Life Insurance [if you find it applicable]			
Medical Insurance [if you find it applicable]			
Communications [if you find it applicable]			
Land Transportation [if you find it applicable]			
Others [pls. specify]			
Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
Duty Travel			

[4] ***The Financial Proposal Submission Template must be used with No Conditional Statement***

Round Trip Airfares [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
All-inclusive Lump-sum Contract Amount			

The above format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Travel expenses including all travel to join duty station/repatriation travel. Travel costs exceeding those of an economy class ticket are not covered by UNDP.

Perdium /Living Allowance per day shall not exceed UNDP/UN Daily Subsistence Allowance (DSA) Rates for ETHIOPIA/ADDIS ABABA as a DUTY STATION. Please refer to the respective Monthly Circulars from the following link: http://www.ph.undp.org/content/philippines/en/home/operations/undp-un-dsa-rates.html

Amount in Words: [Insert the total amount in words**]**

II. BREAKDOWN OF COST BY DELIVERABLES*

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Installment of Payment/ Period	**Deliverables** *Payment Milestones*	**Percentage of Total Price** *(Weight for payment)*	**Amount In USD.**
1	• Prepared inception report outlining the action plan to implement the system; • Produced GRDP source and method manual and submission of draft report;	20%	
2	• Technical Capacity Built for pertinent staff members of NAD of PDC and professional staffs from counterpart institutions at regional state levels; • Conducted validation workshop and Incorporate comments;	40%	
3	• Final revised report;	40%	

All-inclusive Lump-sum Contract Amount	**100%**	

**Basis for payment tranches*

ANNEX IV

GENERAL CONDITIONS OF CONTRACT

For the Services of Individual Contractors (IC)

1. LEGAL STATUS:

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT:

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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 services under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS:

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS:

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:

The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written

permission of UNDP.

9. INDEMNIFICATION:

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE:

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS:

The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in,

preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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

13. TERMINATION:
Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.
In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.
In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION:
Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post- payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the *United Nations Commission on International Trade Law ("UNCITRAL")*, or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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.

18. LIMITATION ON ACTIONS:

Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins,

19. PRIVILEGES AND IMMUNITIES:

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

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