



REQUEST FOR QUOTATION (RFQ)

United Nations Development Programme (UNDP) Regional Bureau for Arab States (RBAS) Regional Hub Amman	DATE: Thursday, September 19, 2019
	REFERENCE: RBAS-RFQ-027/2019

Dear Sir / Madam:

We kindly request you to submit your quotation for The Provision of "Knowledge4all.com" data visualization upscaling, backend enhancement, maintenance, hosting, and mobile app update and maintenance" as detailed in Annex 2 of this RFQ.

While preparing your quotation, please be guided by the detailed description of requirements attached hereto as Annex 1 of this RfQ.

Quotations may be submitted on or before Monday, September 30, 2019 [14:00 pm Amman local time] and via email and/or courier mail to the address below:

United Nations Development Programme
Regional Bureau for Arab States (RBAS)
Proc.contract.rscjo@undp.org
Attention: Abeer Al-Awawdeh/ Procurement Associate
Hanan AbuBaker/ Procurement Analyst

Your Quotation must be expressed in the English language, and valid for a minimum period of thirty (120) days.

Quotations submitted by email must be limited to a maximum of 35 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Quotation and responsiveness with the requirements of the RFQ and all other annexes providing details of UNDP requirements.

The Quotation that complies with all 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 Quotation 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 Quotation. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Quotation implies that the 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 Quotation, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Quotation, regardless of the outcome or the manner of conducting the selection process.

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

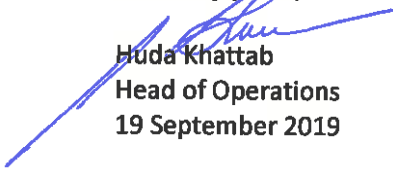
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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 quotation.

Sincerely yours,


Huda Khattab
Head of Operations
19 September 2019

DESCRIPTION OF REQUIREMENTS

Brief Description of the Required Services ¹	<p>The Knowledge Project aims to promote knowledge societies and policies as transformational means to achieve the sustainable development. The project contributes to driving active conversation and raise awareness on the importance of knowledge and knowledge-based policies for sustainable development.</p> <p>The project encourages using the knowledge productions, namely the Global Knowledge Index, as advocacy tools, aiming to widely disseminate and embed in policy debates.</p> <p>Outputs of the Knowledge Project:</p> <ul style="list-style-type: none"> • The Arab Knowledge Report 2009: Towards Productive Intercommunication for Knowledge; • The Arab Knowledge Report 2010-2011: Preparing Future Generations for the Knowledge Society; • The Arab Knowledge Report 2014: Youth and Localization of Knowledge; • Arab Knowledge Index 2015; • Launching of the Knowledge4All portal; • Arab Knowledge Index 2016; • Arab Reading Index 2016; • Launching of the Knowledge4All Mobile App; • Global Knowledge Index 2017; • Knowledge and the Fourth Industrial Revolution 2018; • Global Knowledge Index 2018; • The Future of Knowledge: A Foresight Report 2018; <p>Knowledge4All Portal</p> <p>Knowledge4All portal is a bilingual digital hub dedicated to all researchers, professionals, students, stakeholders, and the public. It offers easy access to the different knowledge products achieved within the Knowledge Project and to various data and publications on knowledge-related topics.</p> <p>The importance of such hub stems from the central role of knowledge in the development of modern-day societies, and from the deficiency in data and publications about the knowledge scene and its various components, mainly in the Arab region. We anticipate that the establishment of such a hub will facilitate and further promote research about knowledge in the Arab region and beyond, thus contributing to the sustainable development.</p> <p>Within this context, the Arab Knowledge Project (AKP) is seeking the services of a highly qualified vendor to provide data visualization tool upscaling and backend enhancement services for the Knowledge4all.com, maintenance, hosting, and mobile app updates and maintenance, as per the specifications listed and detailed hereafter.</p>
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¹ A detailed TOR is attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

List and Description of Expected Outputs to be Delivered	<table border="1"> <thead> <tr> <th data-bbox="507 253 1129 309">Deliverables</th> <th data-bbox="1129 253 1399 309">Due Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 309 1129 432"><u>Deliverable 1:</u> AKP Data Visualization Tool Upscaling;</td> <td data-bbox="1129 309 1399 432">1 January 2020</td> </tr> <tr> <td data-bbox="507 432 1129 521"><u>Deliverable 2:</u> Mobile App Update;</td> <td data-bbox="1129 432 1399 521">1 January 2020</td> </tr> <tr> <td data-bbox="507 521 1129 633"><u>Deliverable 3:</u> Website and Mobile App, Maintenance and Management;</td> <td data-bbox="1129 521 1399 633">12 months after contract signature</td> </tr> <tr> <td data-bbox="507 633 1129 725"><u>Deliverable 4:</u> Renewing Website Hosting.</td> <td data-bbox="1129 633 1399 725">12 months after contract signature</td> </tr> </tbody> </table>	Deliverables	Due Date	<u>Deliverable 1:</u> AKP Data Visualization Tool Upscaling;	1 January 2020	<u>Deliverable 2:</u> Mobile App Update;	1 January 2020	<u>Deliverable 3:</u> Website and Mobile App, Maintenance and Management;	12 months after contract signature	<u>Deliverable 4:</u> Renewing Website Hosting.	12 months after contract signature
Deliverables	Due Date										
<u>Deliverable 1:</u> AKP Data Visualization Tool Upscaling;	1 January 2020										
<u>Deliverable 2:</u> Mobile App Update;	1 January 2020										
<u>Deliverable 3:</u> Website and Mobile App, Maintenance and Management;	12 months after contract signature										
<u>Deliverable 4:</u> Renewing Website Hosting.	12 months after contract signature										
Person to Supervise the Work/Performance	Management Support Unit at UNDP Regional Programme for Arab States										
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location <input type="checkbox"/> Others:										
Expected duration of work	Knowledge4all.com data upscaling and Mobile app updates: 6 months Maintenance and hosting: 1 year										
Target start date	1 November 2019										
Latest completion date	30 October 2020										
Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency: LBP										
Value Added Tax on Price Quotation	<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										
All documentations	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>										
Validity Period of Quotations <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Quotation shall then confirm the extension in writing, without any modification whatsoever on the Quotation.										
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate <input checked="" type="checkbox"/> Company Profile with maximum of 5 pages. <input checked="" type="checkbox"/> List of Developers & Programmers /CVs and company key manager, coordinator										

	<input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top [3] Clients in terms of Contract Value in the past [3 years]. UNDP reserve the right to ask for more satisfactory performance reports <input checked="" type="checkbox"/> List of clients and Minimum of 2 previously implemented similar services & projects.	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 Months <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> Others: Follow up with UNDP staff is required	
Deadline for the Submission of Quotation	On or before Monday, September 30, 2019 [14:00 pm Amman local time]	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted	
Payment Terms	<p>Upon satisfactory performance of services and receipt of duly certified invoice, the incurred cost shall be settled within 30 days (from the day our office receives the said invoice) via an Electronic Bank Fund Transfer (EFT) or Check (CHK) as per the payment schedule listed and detailed hereafter:</p> <p>Output/Deliverable 1: up to 25% of total contract amount (January 2020) Output/Deliverable 2: up to 25% of total contract amount (January 2020) Output/Deliverable 3: up to 25% of total contract amount (Divided into 4 payments: One payment each quarter) Output/Deliverable 4: up to 25% of total contract amount (Divided into 4 payments: One payment each quarter)</p>	
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Quotation.	
Technical Criteria for the Assessment of Quotations	Criteria	Criteria (Yes=compliant/pass No-Non compliant/fail)
	1- Expertise of the Firm in C#, ASP.Net, Android and IOS Native Language Development.	Yes/NO
	2- Compliant all technical specifications for all deliverables as stated in Annex 1.	Yes/NO
	3- Management Structure and Qualification of Key Personnel	Yes/NO
	4-Experience with minimum of 5 years in delivering similar services	Yes/NO
	5- Previous experience with UN or international organization projects	Yes/NO
	6- CVs for developers and company key manager and coordinator	Yes/NO
	7- Submission of all mandatory documents as mentioned in the RFQ Comply with table 3 under Annex 2	Yes/NO

	8- List of clients and Minimum of 2 previously implemented similar services & projects.	Yes/NO
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: UNDP reserves the right to award the contract to different service providers depending on the responsiveness and appropriateness of each technical Quotation of each training module/thematic area.	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Face sheet <input type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract	
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input type="checkbox"/> Others	
Contact Person for Inquiries (Written inquiries only) ³	To:Abeer Al-Awawdeh/ Procurement Associate E-mail: abeer.awawdeh@undp.org CC: Hanan AbuBaker/ Procurement Analyst E-mail: Hanan.abubaker@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.	

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Technical Specifications

Deliverable no. 1: AKP Data Visualization Tool Upscaling

For the upcoming phase and given that the Knowledge Project will be launching the 2019 edition of the Global Knowledge Index (GKI), the GKI data visualization tool in the website should be upscaled to reflect the 2017, 2018 and 2019 scores.

i. Technology:

The aim of the data visualization upscaling is primarily to enhance the AKP user's experience. This will be attained by ensuring the following:

- High speed while using the system's different modules;
- Advanced technologies that allow easy querying, interaction, and data export facilities to different formats;
- Responsiveness: to be fully functional regardless of the platform;
- A well-structured and advanced backend system to be used by the AKP project team to manage the database;
- Multi-language: ability to switch between languages on the page level.

ii. Data Visualization Structure:

Based on the current Data Visualization tool used, the upscaling should allow users to switch between the GKI of different years (2017, 2018, 2019, and the upcoming years) on the landing page, which encloses the following tabs: Map, Methodology, Scorecard, Data Visualization, and Data Download.

	Remain the same	Add
Landing Page Features	<ul style="list-style-type: none"> • Showing the latest data by [GKI 2019 results] by default, with the ability to switch to previous years • World average • Ability to view the score of the whole countries on the level of 7 indices • Use of map, globe, table, etc. • Ability to select country from a list 	<ul style="list-style-type: none"> • 2019 to the year switch button (2017, 2018, 2019, and the upcoming years). • On the side: button to DOWNLOAD THE INDEX (2017, 2018 and 2019). The button should be structured to include more years.
Methodology	<ul style="list-style-type: none"> • Text on the GKI and each of the 7 indices 	<ul style="list-style-type: none"> • On the side: button to DOWNLOAD THE INDEX (2017, 2018, and 2019). The button should be structured to include more years.
Scorecard	<ul style="list-style-type: none"> • Ability to select the country from a list • Download a PDF copy option • Ability to switch between years. • Ability to switch between years after selecting the country. 	<ul style="list-style-type: none"> • 2019 to the years switch button (2017, 2018, 2019, and the upcoming years).
Data Visualization Tool [TreeMap and Bar Chart]		<ul style="list-style-type: none"> • 2019 to the year switch button (2017, 2018, 2019, and the upcoming years).

Data Visualization [Index and Raw Data]	<ul style="list-style-type: none"> • Ability to select different years or all years to visualize on the same graph. • Selection process: country selection > indicator selection> select chart type > select year(s). 	<ul style="list-style-type: none"> • 2019 to the year selection (2017, 2018, 2019, and the upcoming years).
Data Download [Index and Raw Data]	<ul style="list-style-type: none"> • Ability to download the complete datasets: including all variables and all countries. • To include in every exported file: <ul style="list-style-type: none"> ○ Logos ○ Extracted on: date time ○ © Global Knowledge Index 2018 (or 2017) ○ http://www.knowledge4all.org ○ 'No data available' notification (if applicable) ○ Disclaimer (if applicable) • Ability to download different years or all years. 	<ul style="list-style-type: none"> • 2019 to the year selection (2017, 2018, 2019, and the upcoming years)

* All changes shall be carried on performed on both English and Arabic versions.

* The website CMS system is customized built on .net and C Sharp technology.

* The current data visualization tool is customized based on JavaScript charts and SQL database.

Deliverable no. 2: Mobile App Update

In line with the AKP data visualization tool upscaling, the vendor should convey the changes in the Mobile App [K4All], taking into consideration the following basic requirements:

- Update the mobile app to be compatible with the latest android and IOS editions;
- The mobile app should be accessible on multiple devices and screen sizes (mobiles, tablets, etc.);
- The application interface should support Arabic and English languages;
- Add the GKI 2019 page, and accordingly reshape the GKI page to go along the features added on the website (data visualization to visualize multiples years, download GKI of different years, etc.);

* All changes shall be carried on performed on both English and Arabic versions.

IV. Deliverable no. 3: Website and Mobile App Maintenance and Management

In response to the maintenance of the website www.knowledge4all.com and the mobile app [K4All], the vendor should:

Backend Enhancement

- Update the Content Management System (CMS).
- Enhance the speed.
- Clean the backend.
- Classify/sort the sections of the backend to go along the sections of the frontend.

Maintenance Services

- Ensure the website and mobile app set and running.
- Keep the website and mobile app secure and running flawlessly.
- Responsible of fixing all website and mobile app issues or bugs inside the code.

- Responsible of coding minor additional modules for the website and mobile app.
- Swift response to any request that may occur on the website within one hour.
- Keep a regular backup schedule for the full website, online and offline through the following:
 - file and database backups are being automatically performed on at least a daily basis.
 - Verify that backups are stored off site and online.
 - Perform regular test on the backups monthly to ensure that the backups are valid.
- Keep on top of and install latest software updates.
- Optimize the website speed and test it on a regular basis through the following:
 - Identifying and fixing issues that might be slowing down the website.
 - Checking load time to make sure the website loads quickly.
- Identify and fix structural issues with the website that may affect how search engines view the website through the following:
 - Identifying new referrers that are sending traffic to the website;
- Provide regular website traffic stats based on the server web logs. Add
- Highlight the most important metrics for the website.
- Look for trends in key metrics.
- Test any important functionality like filling out forms, etc. to make sure everything is working.
- Provide email plan: five (5) google emails.

V. Deliverable no. 4: Renewing Website Hosting

The hosting of the website [www.knowledge4all.com] shall include the following:

i. Hardware

- Multiple dedicated/cloud servers (min. 3 servers; 2 for web servers and 1 for database servers, the second web server can also play the role of the second database servers).
- Load balancer to distribute load between 2 web servers (if the load balancer is a software load balancer like ARR – another server should be added).
- At least 1 terabyte hosting space (with redundancy on hard drives).
- Servers Specs (for the 3 servers):
 - Intel® Core™ i7 Quad-Core (or similar)
 - Minimum RAM 32 GB
 - Hard Drive 2 x 320 GB (RAID 1)

ii. Software

- Windows Server 2012 R2 or Unix installed on each server.
- Activate mirroring on the 2 servers.
- World leading hosting company.

iii. Connection

- High and constant up-time: 99.99% guaranteed.
- Google email accounts for 5 (on any hosted domain) with minimum POP3 and IMAP access, auto responder, forwards, aliases and mailing lists, Anti-Virus and spam filtering (configurable).
- Gbit switch connecting the servers on a single LAN.
- High and constant up-time: 99.99% guaranteed.
- Scheduled rotational backup.
- Unlimited traffic bandwidth.
- Very High Internet bandwidth ready to handle huge number of requests (millions of simultaneous connections) on daily basis.

iv. Staging Environment

- Staging domain name (like k4all-test.com).

- Separate hosting account with minimum of 100 GB disk space.
 - The staging hosting account should be on a different separate environment (not the same as production).
- v. *General Hosting Environment*
- Minimum 10 ftp accounts.
 - Scheduled rotational offline backup.
 - Fast support response time: the incumbent will be the sole responsible toward UNDP to swiftly solve any hosting issue that might occur.

* The website is hosted on UNDP cloud server.

Schedule of Payments Table

Milestone	Estimated due date	Payment
Following the successful delivery of output 1	15 January 2020	Up to 25% of total contract amount
Following the successful delivery of output 2	15 January 2020	Up to 25% of total contract amount
Following the successful delivery of output 3	Every 3 months from contract signature	Up to 25% of total contract amount divided into 4 payments (1 payment at the end of each quarter)
Following the successful delivery of output 4	Every 3 months from contract signature	Up to 25% of total contract amount divided into 4 payments (1 payment at the end of each quarter)

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RBAS-RFQ-027/2019**

TABLE 1 :

A. Cost Breakdown per Deliverable:

	Deliverables <i>[list them as referred to in the RFP]</i>	Target Delivery Date	Percentage of Total Price	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1- AKP Data Visualization Tool Upscaling;			
2	Deliverable 2- Mobile App Update;			
3	Deliverable 3- Website and Mobile App Maintenance and Management			
4	Deliverable 4: Renewing Website Hosting			

B. 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				

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

6. Others				
III. Other Related Costs				

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

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time: as per delivery time specified in Annex 1 for all deliverables			
Validity of Quotation :120 days			
All Provisions of the UNDP General Terms and Conditions			
One year website hosting with required maintenance			
Fast support response time: the incumbent will be the sole responsible toward UNDP to swiftly solve any hosting issue that might occur.			

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

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

GENERAL TERMS AND CONDITIONS FOR SERVICES**1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the

nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited

to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and

conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in

International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.