



REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme (UNDP) UN House 69, Road 1901, Block 319, Hooraa, Manama, Kingdom of Bahrain	DATE: 31 October 2019 <i>5th Nov 2019</i>
	REFERENCE: UNDP/2019/SEU/Legal Services

Dear Sir / Madam:

We kindly request you to submit your Proposal for the legal services for renewable energy and energy efficiency projects.

Please be guided by the attached **Annexes**, in preparing your Proposal. The proposals may be submitted on or before Wednesday, December 11, 2019 at 3 pm local time and via the **UNDP eTendering portal ONLY**. For detailed information on UNDP eTendering and to register as a vendor on the portal please visit the following link:

<https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

<https://www.undp.org/content/dam/undp/library/corporate/Procurement/english/English%20UNDP%20eTendering%20User%20Guide%20for%20Bidders%20-%20Feb%202018.pdf>

Your Proposal must be expressed in **English**, and valid quotation for a minimum period of **60 Days**

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 5.

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

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

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

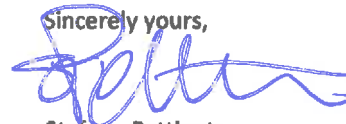
UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Stefano Pettinato

Resident Representative

10/30/2019

Annex 1**DESCRIPTION OF REQUIREMENTS**

Context of the Requirement	Legal services for renewable energy and energy efficiency projects
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	United Nations Development Programme (UNDP) in the Kingdom of Bahrain wishes to call for Request for Proposals from qualified service providers in the Kingdom of Bahrain to provide a proposal for the legal services and support for the renewable energy and energy efficiency projects handled by the Sustainable Energy Unit.
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference (ToR) (Annex 2)
Person to Supervise the Work/ Performance of the Service Provider	Project Manager, SEU Project, UNDP
Location of work	Manama, Kingdom of Bahrain
Expected duration of work	1 Year extendable up to 3 years depending on the company performance and budget availability
Target start date	Mid December 2019
Latest completion date	Mid December 2020
Travels Expected	No
Names and curriculum vitae of individuals who will be	<input checked="" type="checkbox"/> Required

¹ A detailed TOR is attached to fully describe the nature of the work and other details of the requirements.

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involved in completing the services	
Currency of Proposal	<input checked="" type="checkbox"/> Bahraini Dinars
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ²	Payment will be released after approving the delivery and receipt of the original invoice by SEU.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, SEU Project, UNDP
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement ³
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (Technical Assessment + Financial Assessment) <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 Proposal.

² UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

³ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation.

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Criteria for the Assessment of Proposal	Expertise of the Firm & Management Structure <ul style="list-style-type: none"> • Years of experience in the legal services and/ or consultation • Awards/ Certification/ recognitions 	40%
	Experience in the Sustainable Energy Market: <ul style="list-style-type: none"> • Track Record/ Testimonials (renewable energy (and/or) energy efficiency projects) • Track Record/ Testimonials (government ministries/ organization/ agencies in Bahrain) 	40%
	Qualifications of Key Personnel <ul style="list-style-type: none"> • CV of Senior and Junior Legal experts • Relevant experience in the handling legal services for the renewable energy (and/or) energy efficiency projects 	20%
UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: <ul style="list-style-type: none"> a) A maximum of 2 best scoring and most advantageous Service Providers may be selected. b) In addition to the Top scoring and most advantageous proposal submitted by a service provider (Primary), a second-best scoring and most advantageous proposal submitted by a service provider (Secondary) may be selected based on the <ul style="list-style-type: none"> I. Scoring 2nd or 3rd place in the overall evaluation; and II. Financial cost difference not exceeding 15% than the Top scoring Service Provider (Primary). 	
Contract General Terms and Conditions ⁴	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html	

⁴ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

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Annexes to this RFP	<input checked="" type="checkbox"/> Terms of Reference (TOR) (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 3) <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 4) <input checked="" type="checkbox"/> General Terms and Conditions (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁵	Procurement Associate procurement.bh@undp.org Any delay in UNDP's response shall not be 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.

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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TERMS OF REFERENCE (TOR) – LEGAL SERVICES

1. GENERAL INFORMATION

Project Title	: Legal services for renewable energy and energy efficiency projects
Location	: Manama, The Kingdom of Bahrain
Type of the Contract	: Long Term Agreement (LTA) (Multi- Companies)
Proposal Validity	: 60 Days
Latest Expected Service Start Date	: Mid December 2019
Expected Service period	: One (1) Year

2. BACKGROUND

Following the approval of Cabinet, the Kingdom of Bahrain's Sustainable Energy Unit (SEU) was established in November 2014 as a joint initiative between the office of the Minister of Electricity and Water Affairs and UNDP. The key objectives of the SEU are to develop a cohesive and sustainable energy policy and to promote Renewable Energy and Energy Efficiency in the Kingdom. The Unit also works towards bridging the legal, institutional, and capacity gaps for Bahrain's energy sector to meet the future challenges.

SEU is the entity mandated to lead and promote energy efficiency practices, transfer and diffuse renewable energy technologies and draft related policies and regulatory frameworks in close coordination with stakeholders and partners in the Kingdom of Bahrain. In October 2016 SEU finalized the development of the National Energy Efficiency Energy Action Plan (NEEAP) and the National Renewable Energy Action Plan (NREAP), which set the national targets for the Kingdom and outlines policies and other initiatives to meet these targets. Both Plans and the national targets were endorsed by Cabinet in January 2017.

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3. OBJECTIVES

The objectives of this RFP are to identify and procure the services of a competent legal company/ organization/ consortia that is specialized in the field of legal services for renewable energy projects & energy efficiency projects to engage on a long-term agreement. The legal company/ organization/ consortia will provide legal services on an on-demand basis upon the request of SEU. The legal company/ organization/ consortia specializing in the field of renewable energy projects & energy efficiency projects are invited to submit proposals.

4. REQUIRED QUALIFICATIONS

The legal company/ organization/ consortia shall meet the following eligibility criteria:

- Must be local, registered & licensed to practice law in the Kingdom of Bahrain;
- Must be established in the Kingdom of Bahrain for a minimum of Five (5) years in legal services;
- Must have a minimum of Three (3) years' experience in Legal Services, specifically for government ministries/ organizations/ agencies of the Kingdom of Bahrain; and
- Must have a minimum of One (1) year experience in Legal Services specifically in the field of renewable energy projects (and/or) energy efficiency projects in any country in the Gulf Cooperation Council (GCC).

5. EVALUATION CRITERIA

	Criteria	Weight
1.	Expertise of the Firm & Management Structure <ul style="list-style-type: none">• Years of experience in the legal services and/ or consultation• Awards/ Certification/ recognitions	40%
2.	Experience in the Sustainable Energy Market: <ul style="list-style-type: none">• Track Record/ Testimonials (renewable energy (and/or) energy efficiency projects)• Track Record/ Testimonials (government ministries/ organization/ agencies in Bahrain)	40%
3.	Qualifications of Key Personnel <ul style="list-style-type: none">• CV of Senior and Junior Legal experts• Relevant experience in the handling legal services for the renewable energy (and/or) energy efficiency projects	20%

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6. SCOPE OF WORK

The scope of work intended to be delivered by the legal company/ organization/ consortia includes, but is not limited to, the following:

- A. **Services:** drafting/ preparing/ presenting/ reviewing/ assessing/ comparing/ studying/ advising/ consulting / vetting/ standardizing/ conducting due diligence on any or all documents listed below:

Documents: agreements/ contracts/ policies/ proposals/ tenders / plans/ templates/ forms/ proceedings/ memorandums/ letters/ intents/ emails/ consents/ notices/ bylaws/ terms & conditions. N.B. This list is not exhaustive.

- B. **Other Services:** attending and representing SEU at meetings physically and/or virtually within the country (the Kingdom of Bahrain) and conducting legal research.

7. SUPPORTING DOCUMENTS

The legal company/ organization/ consortia must submit the following supporting documents:

- Company Profile
- Certificate of License & Registration to practice law
- VAT Registration Certificate Company Profile
- Latest Audited Financial Statement
- Track Record/ Testimonials (renewable energy (and/or) energy efficiency projects)
- Individual CV's of Legal Experts who will be providing legal services for this project. It is required to delegate at least one (1) Senior Legal Expert and at least one (1) Junior Legal Expert.

8. FEE BASIS

The Service Provider(s) shall provide a comprehensive rate as followed:

Description	Unit of Time
Legal services by a Senior Legal Expert	Hourly
Legal services by a Senior Legal Expert	Daily
Legal services by a Junior Legal Expert	Hourly
Legal services by a Junior Legal Expert	Daily

Each of the rates above must be provided as a fixed rate inclusive of all costs, i.e. attending a meeting, local transportation, phone calls, texting, faxing, printing etc. Please note that UNDP does not provide remuneration for travel of local consultants within the country.

A. MEETING/ REPRESENTATION COST

Service Provider(s) attending meetings and representing the Sustainable Energy Unit (SEU) can be remunerated. However, such remuneration shall be limited to one legal expert's service hour(s) and must be vouched and claimed.

For Example:

- a) If One Senior legal expert and One Junior expert attend a Meeting/ Represent the SEU, then the remuneration costs is limited to One Senior legal expert service hour(s) Only
- b) If Two Senior legal experts attend a Meeting/ Represent the SEU, then the remuneration costs is limited to One Senior legal expert service hour(s) Only
- c) If Two Junior legal experts attend a Meeting/ Represent the SEU, then the remuneration costs is limited to One Junior legal expert service hour(s) Only

B. NON-BILLABLE SERVICES

Any and all cost(s) associated with exclusive meetings / discussions with any or all team member(s) of the Sustainable Energy Unit (SEU) and/or United Nations Development Programme (UNDP) shall NOT be remunerated.

9. PAYMENT

For any and all legal services for renewable energy and/or energy efficiency projects, SEU/ UNDP shall discuss with the Service Provider(s) and mutually agree on the cost and timeline for delivery of services.

- Prior to commencement of any legal services, the Service Provider(s) must issue a quotation for any and all defined legal services.
- Once the quotation is approved by SEU/ UNDP and Purchase Order (P.O) is issued; the Service Provider(s) is allowed to commence any and all defined legal services.
- To raise an invoice for any and all legal service for renewable energy and/or energy efficiency projects, SEU/ UNDP's written acceptance (i.e. not mere receipt) of the quality of the outputs for the service(s) delivered is mandatory.
- Original Invoice (hard copy) is mandatory in all cases.
- The Service Provider(s) shall raise an invoice on a monthly pro-rata basis in accordance with the mutually agreed cost for any and all defined legal services.

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Annex 3

FORM FOR SUBMITTING SERVICE PROVIDER'S - TECHNICAL PROPOSAL⁶

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP [Reference No] dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) **Company Profile** – describing the nature of the business, field of expertise, certifications and accreditations;*
- b) **Business Licenses** – Certificate of License & Registration to practice legal consultation and VAT Registration Certificate;*
- c) **Latest Audited Financial Statement** – Income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) **Track Record/ Testimonials** – list of clients for similar services, indicating description of contract scope, contract duration, contract value, contact references, etc.;*

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

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

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B. Qualifications of Key Personnel

The Service Provider must provide:

- a) CVs of the Senior Legal experts and Junior Legal experts; and*
- b) Compilation of Legal expert details: Names, qualifications, years of experience of the key personnel that will perform the services indicating who is Team Leader, who are supporting, role/s undertaken, etc.;*

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

[Designation]

[Date]

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Annex 4

FORM FOR SUBMITTING SERVICE PROVIDER'S - FINANCIAL PROPOSAL⁸

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP [Reference No] dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

C. Proposed Cost for legal service(s)

Description	Unit of Time	Quantity	Total Rate (USD)
Hourly Legal services by a Senior Legal Expert	Hourly	1	
Daily Legal services by a Senior Legal Expert	Daily	1	
Hourly Legal services by a Junior Legal Expert	Hourly	1	
Daily Legal services by a Junior Legal Expert	Daily	1	

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

[Designation]

[Date]

DONT's	DO's
❖ Please DO NOT mention your ACTUAL PRICE in the ONLINE VERSION of the FINANCIAL PROPOSAL @ UNDP eTendering portal	❖ Please mention a DEFAULT PRICE as "1" in the ONLINE VERSION of the FINANCIAL PROPOSAL @ UNDP eTendering portal
	❖ Please mention your ACTUAL PRICE in this Annex 4 (FINANCIAL PROPOSAL) ONLY
	❖ Please " PASSWORD PROTECT " this Annex 4 (FINANCIAL PROPOSAL) while submitting/ uploading your proposals through UNDP eTendering portal
	❖ The " PASSWORD " of this Annex 4 shall be shared in a separate email to the procurement.bh@undp.org ONLY

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

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

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;

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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.

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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:

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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.

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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 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

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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.

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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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

