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## Call for Expression of Interest

Ref. EOI/IRN/GF/1/01

Date: 24 July 2014

Dear Sir/Madam,

We kindly request you to submit your Expression of Interest (EOI) for short-listing the prequalified organizations/institutes to enter into a Contract for administration of holding 20,000 educational sessions for 400,000 students on HIV/AIDS across Iran.

Please be guided by the information provided below, in preparing your Expression of Interest. Your Expression of Interest must be expressed in English, and valid for a minimum period of 90 days.

Sincerely yours,

Negar Arefi  
Head of Operations  
Health and Development Cluster

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**Country:** Islamic Republic of Iran

**Objective of the Call for Expression of Interest:** Short-listing the prequalified organizations/institutes to enter into a Contract for administration of holding 20,000 educational sessions for 400,000 students on HIV/AIDS across Iran.

Your Expression of Interest comprising of Application Form and requested documents should be sent in the sealed envelope marked “EOI Reference No. EOI/IRN/GF/14/01” to the following address no later than COB of 7 August 2014 (the documents cannot be received after 04:30 P.M. local time).

United Nations Development Programme  
No. 8 Shahrzad Blvd, Darrous, Tehran – Iran  
Attention: Ms. Nazli Alavi  
[nazli.alavi@undp.org](mailto:nazli.alavi@undp.org)

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. The procuring UNDP entity will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all applicants.

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## Background

The United Nations Development Programme (UNDP) is a key partner of the Global Fund to fight AIDS, Tuberculosis and Malaria (GF or the Global Fund) and serves as the Principal Recipient (PR) of GF grants in Iran, works with the Country Coordinating Mechanism (CCM) and three Sub-recipients (SRs) in implementation, monitoring, and evaluation of the project. The SRs are: Center for Disease Control of Ministry of Health (CDC), Iran Prisons Organization (PO), and Deputy of Health of Ministry of Education (MOE).

The Global Fund to fight AIDS, Tuberculosis and Malaria's (GFATM) Round 8 programme titled "Scaling up HIV/AIDS Prevention Programs towards Universal Access with Increasing the Partnership of Non-Government Sector to Support Iran's Response in Controlling the Growth of HIV Prevalence and Incidence" started in April 2010.

In continuity with the activities conducted in the past years of the project, the main goal of the Ministry of Education in this project is training of students to enable them to protect themselves and others against HIV/AIDS. The training activities of MOE will target students aged 15-18 (Students of boarding schools, out of school and dropped-out students studying in evening courses, and those in public schools of marginal areas in cities of Zahedan, Zabol, Booshehr, Ahvaz, Oroumieh, Mashhad, Bandarabass, Kermanshah, Khoramabad, Shiraz, Lamerd, Sub-urban areas of Tehran as well as Karaj). Selection criteria for the trainings are: (1) Higher prevalence of HIV in comparison with average in the country; (2) Higher prevalence of risky behavior in students based on MOE reports; and (3) Social-economic situation and access to information.

The Global Fund project implemented by UNDP Country Office in Iran hereby invites the registered local or international non-governmental organizations, academic organization/institutions, private firms/institutions or consortium to submit their Expression of Interest (EOI) for administration of holding 20,000 Educational Sessions for 400,000 Students on HIV/AIDS.

This call for Expression of Interest will lead to a pre-qualification of suitable organizations for which the Terms of Reference and required deliverables will be provided in the Request for Proposals (RFP) document that will be issued in early August 2014. The selected contractor is expected to commence the work on 1<sup>st</sup> October 2014 for duration of six months.

## Scope of Services

UNDP intends to sign a Contract with an entity – hereinafter referred to as the 'Contractor'- for period of six months for provision of the services which will be explained in detail in the Terms of reference.

The scope of the Contract is to coordinate and facilitate training services for 400,000 students on HIV/AIDS through holding 20,000 educational sessions in close cooperation with the MOE.

### Responsibilities of the Contractor:

The Contractor will be responsible for administration of holding 20,000 2-hour educational sessions, each for an average number of 20 high school students, according to the requirements approved by National Project Director (NPD) of MOE and in close collaboration with MoE's provincial coordinators in each city. The training sessions will be held by Ministry of Education and the lecturers are the teachers of MoE. The contractor will be responsible for coordination with provincial offices, ensure implementation of pre and post-tests, collection of reports, timely remuneration to lecturers and coordinators, preparing statistical reports on pre and post-tests and quality evaluations, and preparation

of consolidated progress reports and financial documents on implementation of training sessions.

## **Output/Deliverables**

**Report(s):** The Contractor is expected to submit reports (monthly progress reports) regarding the schedule, number of trained students, costs and other aspects of the task as requested by NPD in MOE and UNDP-Iran.

**Educational sessions:** Administration of 20,000 two-hour educational sessions, each for average number of 20 high school students according to time plan which will be provided by NPD in MOE within two weeks after signing the contract and budget breakdown of the educational sessions.

**Monitoring and Evaluation Assessment Reports:** Preparation and submission of reports of pre-test and post-test, quality evaluation and implementation of the sessions as specified in Detailed Responsibilities.

**Financial documentation:** Providing timely invoices and other financial documents as required by MOE and UNDP-Iran. Reports and invoices received later than six months after holding the classes are not acceptable and their relevant costs will not be reimbursed.

## **Information/documents to be provided by the applicants**

The applicants should be local or international non-governmental organization, academic organization/institution, private firm/institution or a consortium. The interested applicants should be registered entities and have a proven track record in successful implementation of projects of similar nature. They should also be able to provide clearly documented evidence to facilitate the evaluation of their capacities.

Applicants must provide information indicating that they are qualified to perform the services detailed in the announcement. Interested and qualified organizations are requested to submit their Expression of Interest (EOI) by submitting the following information/documents, in line with the specified eligibility criteria in Annex 1:

1. The applicant's Letter of Interest
2. Signed and stamped Application Form (Annex 2).
3. Registration and Statute documents of the entity
4. Comprehensive profile of the applicant

Note: Applicant profile indicating company size, location, areas of expertise, years in business, service lines and regional expertise, staff qualifications, relevant audit/assurance certifications, proving the capacity to perform services as described in the Scope of Services section. In the event that response to this invitation is made in association with a partner (i.e. Consortium or Joint Venture) the documentation shall include the corresponding agreement between the parties and indicate roles and responsibilities of all the partners.

5. List of similar contracts and information on the minimum of three previous contracts and projects managed by the applicant describing the nature of the project and its implementation in Iran, the



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applicants are hereby requested to provide information as per Sheet C of Application Form (Annex 2).

6. Copy of previous contracts (for more details please refer to Annex 1, the attribute of “Relevant experience”)
7. Minimum three references letters for previously related works
8. Latest Audited Financial Statement (Income Statement and Balance Sheet)
9. Financial Statements of the last three years
10. Latest Tax registration/payment certificate, if applicable
11. An overview of key personnel and a clear breakdown of available personnel; and their capacities as per Sheet C of Application Form (Annex 2)

Interested applicants are advised to (a) read the eligibility criteria and required documents to be submitted as per Annex 1 and UNDP General Terms and Conditions as per Annex 3, (b) submit their Expressions of Interest by filling the Application Form contained in Annex 2, and (c) submit all the requested documents in the sealed enveloped by close of business 7 August 2014 to below Address:

United Nations Development Programme (UNDP)  
UN Common Premises,  
#8 Shahrzad Blvd., Darrous  
Tehran, Iran

**Attention:** Nazli Alavi (email Address: [nazli.alavi@undp.org](mailto:nazli.alavi@undp.org))

**Marked with:** EOI Reference No. EOI/IRN/GF/14/01

Note: The Microsoft Word format of the Application Form (Annex 2) is also made available at UNDP Iran country office Procurement Notices web-site: <http://www.ir.undp.org>.

## Annex 1: Eligibility Criteria

List of attributes	Criteria	Base of Verification (Documents to be submitted by applicants)
Applicant/Vendor Type	<ul style="list-style-type: none"> <li>The applicant should be legally registered as one of the following: non-governmental organization, academic organization /institution, private firm/institution or a consortium.</li> </ul>	<ul style="list-style-type: none"> <li>Registration and Statute documents of the entity</li> <li>Letter of registration from relevant authorities, when applicable</li> <li>Detailed profile of the organization indicating date of establishment, size, mission and vision of the organization, number of staff, mandate and purpose of the organization.</li> <li>Official Letter of Appointment as local representative, if Applicant is submitting the Proposal on behalf of an entity located outside the country</li> <li>Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Applicant is not a corporation</li> <li>List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Applicant is not a corporation</li> <li>All information regarding any past and current litigation during the last five (5) years, in which the Applicant is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>
Legal Registration	<ul style="list-style-type: none"> <li>Should be officially registered with: <ul style="list-style-type: none"> <li>Registration of Companies Department in Iran,</li> <li>Deputy of Social Affairs of the Ministry of Interior Affairs as an official NGO, or</li> <li>Any other relevant governmental organization as applicable.</li> </ul> </li> </ul> <p>Note: Applicant must be either legally registered in Iran or legally authorized to operate in Iran.</p>	
Relevant experience	<ul style="list-style-type: none"> <li>Minimum three years of relevant experience in training and administration of educational classes and workshops</li> <li>Minimum two years of experience in data analysis/ providing statistical reports</li> <li>Previous experience of working with the UN or major multilateral or bilateral organizations, government, or well-known international organizations.</li> </ul>	<ul style="list-style-type: none"> <li>List and description of previous contracts indicating the required information requested in Sheet C of Annex 2.</li> <li>Minimum three references letters for previously conducted works.</li> <li>Copies of at least three contracts, one of which should be at least of 40,000 USD</li> </ul> <p>As part of the evaluation process UNDP</p>



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	Note: The above criteria should be demonstrated by providing copies of at least 3 contracts, one of which should be at least 40,000 USD	reserve the right to approach any of the organizations with whom the applicants had previous working experience to verify the submitted credentials.
Financial Soundness	<ul style="list-style-type: none"> <li>• Sound project financing capacity</li> <li>• Financial statements which demonstrate financial soundness of the applicant in order to undertake high profile/value projects</li> </ul>	<ul style="list-style-type: none"> <li>• Submission of the latest Audited Financial Statement</li> <li>• Financial Statements of the last three years</li> <li>• Latest Tax registration/payment certificate, if applicable</li> </ul>
Personnel	<ul style="list-style-type: none"> <li>• Applicant organization should have a well-experienced and professional team with at least below educational background and minimum two years experience in related fields: <ul style="list-style-type: none"> <li>- Education/Training or health related fields</li> <li>- Finance/Accounting</li> <li>- Administration</li> </ul> </li> </ul>	Overview of human resources within the organization as per Sheet D of Annex 2

## Annex 2: Application Form

Ref. EO/IRN/GF/13/01

To: UNDP Iran

From: <insert applicant name and address>

Subject: Pre-qualification of applicants for administration of holding 20,000 Educational Sessions for 400,000 Students on HIV/AIDS across Iran.

### Sheet A

Legal Name of the applicant (In case of Joint Venture (JV), legal name of each party)	
Years of experience	
Countries/cities of operation	
Area of expertise of the Applicant	
Primary Contact of the Applicant	
Name	
Title	
Email	
Address	
City	
Country	
Telephone Number	
Applicant website	
Full name and contact details of the focal point	Name:  Telephone:  Email:
This form must be accompanied by detailed profile of the applicant and registration documents.	

### Sheet B

Has organization been audited during the last three years? (Yes/No)	
What is the Project financing capacity of the organization/company?	
Have the organization/company submitted the Tax payment certificate? (Yes/No)	
<ul style="list-style-type: none"><li>This form must be accompanied by financial statements of the last three years, latest audited financial statement and tax registration/payment certificate</li></ul>	



**Sheet C****General Expertise of the Firm**

General projects that were carried out, including information on clients, project description, duration, total contract amount and geographical location inside or outside Iran.

Contract description	Geographical location (country-city)	Client	Value (USD)	Duration of Contract	Status

**Relevant Expertise of the Firm**

Relevant projects that were carried out till now, including information on clients, project description, duration, total contract amount and geographical location inside or outside Iran.

Contract description	Geographical location (country-city)	Client	Value (USD)	Duration of Contract	Status

- This form must be accompanied by copy of at least three contracts as specified in “Relevant Experience” of Annex 1 and minimum three references letters for previously conducted works.

**Sheet D****Personnel**

Below table shall be filled for the firm’s key staff (General Manager, Admin officer(s), Finance officer(s), technical personnel, etc.)

Name	Academic Background	Field of Expertise	Years of experience

We, declare that <insert Applicant name> fully meets the pre-requisites as listed below:

- A. Our Company (as well as any parent, subsidiary or affiliate companies) is not listed in, or associated with a company or individual listed in the Compendium of United Nations Security Council Sanctions Lists ([www.un.org/sc/committees/list\\_compend.shtml](http://www.un.org/sc/committees/list_compend.shtml)); or
- B. Our company (as well as any parent, subsidiary or affiliate companies) is not currently, and has not been in the last five years, under investigation or sanction by:
  - i. UNDP or any other United Nations organization (including the World Bank); or
  - ii. Any Government of a United Nations Member State;
- C. Our company has no outstanding or pending bankruptcy, judgment or legal action that could impair our ability to continue operating as a going concern;



- D. Our company does not employ, or anticipate employing, any person (s) who is or was recently employed by UNDP (per ST/SGB/2006/15, post-employment restrictions ([www.un.org/docs/journal/asp/ws.asp?m=st/sgb/2006/15](http://www.un.org/docs/journal/asp/ws.asp?m=st/sgb/2006/15)); and
- E. Our company (as well as any subsidiary or affiliate companies) and all employees, agents, intermediaries and other persons retained by these companies agree to cooperate with the UNDP during any investigative processes undertaken by them, either before during or after execution of a contract, including providing all required documents, company records, access to employees, officers and staff, as well as financial information.

By responding to this invitation for pre-qualification, we confirm and agree that:

- a) We have read, understood and hereby accept the General Terms and Conditions of UNDP's Contract for Professional Services.
- b) Any false or incomplete information may result in the rejection of our application or and any contract award made in the future by UNDP to us.
- c) This EOI does not entail any commitment on the part of UNDP, either financial or otherwise; and
- d) UNDP has the right to accept or reject any or all responses to the invitation for pre-qualification without incurring any obligation to inform us of the reasons.

We have attached the required documents [copy, in English] as shall respond to the Request for Proposal, if pre-qualified by UNDP.

Name of authorized staff of the Applicant:

Title of authorized staff of the Applicant:

Signature of authorized staff of the Applicant:

Date:

Place:

## **Annex 3: UNDP GENERAL CONDITIONS OF CONTRACT 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:**

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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.