

## **REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)**

DATE: September 17, 2015

REFERENCE: 68948\_Professional Support Services

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of support services, as detailed in Annex 1 and Annex 3 (Financial proposal form) of this RFP.

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

Proposals may be submitted on or before Monday, October 05, 2015 and via courier mail to the address below:

**United Nations Volunteers (UNV)**  
Platz der Vereinten Nationen 1  
Att.: Iris Klesing  
**Email: [procurement@unv.org](mailto:procurement@unv.org)**

Your Proposal must be expressed in English, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNV after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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 UNV requirements.

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

Any discrepancy between the unit price and the total price shall be re-computed by UNV, 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 UNV'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 UNV after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNV 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 UNV, herein attached as Annex 3.

Please be advised that UNV 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.

UNV'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/>

UNV encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNV 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.

UNV implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNV, as well as third parties involved in UNV activities. UNV 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Svend Amdi Madsen  
Chief, Management Services Division

## Description of Requirements

Context of the Requirement	Provision of professional support services
Implementing Partner of UNV	The Information and Communication Technology Section (ICTS)
Brief Description of the Required Services <sup>1</sup>	UNV is looking for Long Term Agreements (LTA) with two different suppliers.
List and Description of Expected Outputs to be Delivered	The suppliers are requested to provide remote support consultancy services on demand. The support services are related to PowerPivot/SSAS and DAX up to a yearly total maximum of 160 hours. The attached Terms of Reference will provide further details (Annex 1).
Person to Supervise the Work/Performance of the Service Provider	UNV, ICTS, System Development Specialist
Frequency of Reporting	As needed
Progress Reporting Requirements	./.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	The contract will be for 12 months, extendable to 36 months in total upon satisfactory performance and the agreement by both parties to extend. Furthermore, a yearly total maximum of 160 hours needs to be considered.
Target start date	30 October 2015
Latest completion date	29 October 2016
Travels Expected	N.A.
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others N.A.
Facilities to be Provided by UNV (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others N.A.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required

<sup>1</sup> A detailed TOR may be 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.



Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Euro
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNV may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of services <input checked="" type="checkbox"/> Others 30 days from receipt of original invoice
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNV ICTS, System Development Specialist
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order (PO) <input type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input checked="" type="checkbox"/> Long-Term Agreement <sup>3</sup> (through a maximum number of hours ordered through PO) <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNV Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. (Annex 4)
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Please see below table reflecting the evaluation criteria. <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNV.

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.



UNV will award the contract to:	<input type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors : It is intended to award one or more LTAs to top scoring and qualified suppliers
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Detailed TOR (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>5</sup>
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p>UNV, Management Service Division, Administration Section, Attention: Iris Klesing  Platz der Vereinten Nationen 153113 Bonn/Germany  Email: unv@procurement.org</p> <p>Any delay in UNV's response shall be not used as a reason for extending the deadline for submission, unless UNV determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [p/s. specify]	Please note that UNV does not warrant any minimum service requests.

#### Technical proposal

Please see page 6 and apply information provided in **Annex 2**.

#### Financial proposal

The Financial Proposal shall be prepared using the attached standard form (**Annex 3**). It shall list all major cost components associated with the services.

#### Submission

The financial proposal and the technical proposal envelopes **MUST BE COMPLETELY SEPARATE** and **each of them must be submitted sealed individually** and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNV as specified on page 1 and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*"). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> 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.

<sup>6</sup> This contact person and address is officially designated by UNV. If inquiries are sent to other person/s or address/es, even if they are UNV staff, UNV shall have no obligation to respond nor can UNV confirm that the query was received.



## Evaluation criteria

Description	Weight in %	Maximum Points awarded
<b>Technical evaluation</b>		
Company's presentation and a proven track record of remote support services (DAX, PowerPivot and SSAS reports).	20	200
Scope and depth of expertise as per TOR of suggested personnel based on experience in similar projects and certificates provided (MS professional certification).	25	250
Company's experience in service provision to UN agencies or similar international organizations based on the bidder's submission from clients references provided in the submission proof of relevant.	10	100
Level of English language skills of suggested personnel. UNV may determine this in a telephone interview.	15	150
<b>Total technical</b>	<b>70</b>	<b>700</b>
<b>Financial evaluation</b>	<b>30</b>	<b>300</b>
<b>Total Points:</b>	<b>100</b>	<b>1000</b>

### Evaluation criteria for Award of Contract:

Companies will be evaluated based on the following methodologies:

#### Cumulative analysis

When using this weighted scoring method, the award of the contract should be made to institution whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

\* Technical Criteria weight; 70%

\* Financial Criteria weight; 30%

Only institutions obtaining a minimum of 70% would be considered for the Financial Evaluation. The candidate obtaining the overall highest score after adding the technical score and the financial score will be awarded the contract.

#### **Financial evaluation:**

The maximum number of points assigned to the financial proposal is allocated to the lowest cost price proposal. All other price proposals receive points in inverse proportion. The equation for this calculation is as follows:

$$p = y (\mu/z).$$

Where: p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

- The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).
- The contract shall be awarded to the "Best Value" applicant, who is awarded the highest combined technical and financial score. Only institutions with relevant experience in supplying similar services will be considered qualified.



## Terms of Reference

<b>Type of contract:</b>	Professional Services
<b>Duration:</b>	assignment based/ 160 hours
<b>Starting date:</b>	October 2015
<b>End date:</b>	Long Term Agreement with a maximum duration of three years
<b>Location:</b>	Remote consulting

### 1. Background

The United Nations Volunteers (UNV) programme is the UN organization that contributes to peace and development through volunteerism worldwide. Volunteerism is a powerful means of engaging people in tackling development challenges, and it can transform the pace and nature of development. Volunteerism benefits both society at large and the individual volunteer by strengthening trust, solidarity and reciprocity among citizens, and by purposefully creating opportunities for participation. UNV contributes to peace and development by advocating for recognition of volunteers, working with partners to integrate volunteerism into development programming, and mobilizing an increasing number and diversity of volunteers, including experienced UN volunteers, throughout the world. UNV embraces volunteerism as universal and inclusive, and recognizes volunteerism in its diversity as well as the values that sustain it: free will, commitment, engagement and solidarity.

UNV is headquartered in Bonn, Germany and has approximately 150 staff positions – with the majority in Bonn and some positions with different UN peacekeeping and political missions, and in other headquarters locations (e.g. New York and Tokyo).

The major organizational groups within UNV are:

- The Office of the Executive Coordinator (OEC);
- The Volunteer Programming and Management Group (VPMG) - comprising the Results Management Support Section (RMSS), the Volunteer Knowledge and Innovation Section (VKIS), and the Peace and Development Division (PDD) - comprising the Peace Programming Section (PPS), the Development Programming Section (DPS), and the Volunteer Recruitment Resources Section (VRRS);
- The Partnerships and Communications Division (PCD) comprising the Partnerships Section (PS, including Tokyo Liaison Office), the Communications Section (CS) and the Office in New York (ONY);
- The Management Services Division (MSD) comprising the Information and Communication Technology Section (ICTS), Finance Section (FS), Human Resources Section (HRS), and the Administration Unit (AU). Additionally the Common Services Unit (CSU) provides support to the UN presence in Bonn. (AU). Additionally the Common Services Unit (CSU) provides support to the UN presence in Bonn.



## **Background of the work**

UNV's Business Intelligence project (approved by the UNV ICT Governance Group) is relying on Microsoft Business Intelligence tools, and one aspect where UNV need quick assistance is related to DAX formulas in PowerPivot.

DAX formulas permit complex calculations that can answer any business intelligence questions. This requires specific skills UNV does not have in house, at least not at a certain level where complex reports could be built.

During the BI project phase and after the project launch, we will need assistance to build and improve BI reports, using remote consulting.

## **2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED SERVICES:**

UNV is looking for Long Term Agreements (LTA) with two vendors to provide remote support consultancy services on demand related to PowerPivot/SSAS and DAX up to a yearly total maximum of 160 hours.

The contract will be for 12 months, extendable twice up to a maximum of 36 months upon satisfactory performance and agreement by both parties to extend.

### **Specific deliverables include the following:**

- Creation of complex DAX formulas
- Analyze performance of existing PowerPivot reports
- Improve existing PowerPivot/SSAS reports

Before starting any work, UNV and the respective vendor will agree on the number of hours and the timeline for this deliverable.

The allocated service time shall either be spent actively in a session over the internet or passively with the consultant working offline on the requested workbooks.

Payment will be based on the sign off by UNV on the successful delivery.

## **REQUIREMENTS FOR SKILLS, EXPERIENCE AND QUALIFICATIONS**

It is expected that the proposed consultants have the following background and qualification:

### **Competencies:**

- Proven experience in providing remote support for Microsoft PowerPivot 2013/SSAS, in particular with complex DAX formulas;
- Relevant professional certifications related to PowerPivot/DAX/SSAS;
- Client orientation.

### **Minimum years of experience:**

- Minimum of three years of relevant experience.

**Education:**

- Bachelor degree or equivalent in Computer Science, Mathematics or similar.

**Language:**

- Fluency in written and spoken English is essential.

**Evaluation criteria for Award of Contract:**

Companies will be evaluated based on the following methodologies:

Cumulative analysis

When using this weighted scoring method, the award of the contract should be made to institution whose offer has been evaluated and determined as:

- responsive/compliant/acceptable, and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

\* Technical Criteria weight; 70%

\* Financial Criteria weight; 30%

Only institutions obtaining a minimum of 70% would be considered for the Financial Evaluation.

The candidate obtaining the overall highest score after adding the technical score and the financial score will be awarded the contract.

Description	Maximum Points awarded
Company's presentation and a proven track record of remote support services.	200
Scope and depth of expertise as per TOR of suggested personnel based on experience in similar projects and certificates provided (MS professional certification).	250
Company's experience in service provision to UN agencies or similar international organizations based on the bidder's submission from clients references provided in the submission proof of relevant.	100
Level of English language skills of suggested personnel. UNV may determine this in a telephone interview.	150

Total technical	700
Financial	300
<b>Total Points:</b>	<b>1000</b>

#### Financial calculation:

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. The equation for this calculation is as follows:

$$p = y (\mu/z).$$

Where: p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

- The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).
- The contract shall be awarded to the "Best Value" applicant, who is awarded the highest combined technical and financial score. Only institutions with relevant experience in supplying similar services will be considered qualified.

#### Sustainable Procurement Policy

UNV wishes to work with companies that care about their environment and sustainability.

Sustainable procurement practices integrate requirements, specifications and criteria that are compatible and in favor of the protection of the environment, of social progress and in support of economic development, namely by seeking resource efficiency, improving the quality of products and services and ultimately optimizing costs.

We encourage companies when submitting their bids to include their environmental/sustainable policy and point out where necessary their policy in relation to the services offered. [Click here for more information on UN sustainable procurement](#)

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location].

[insert: Date]

To: UNV, Management Services Division, Administration Section

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNV in conformity with the requirements defined in the RFP dated 9/18/2015, and all of its attachments, as well as the provisions of the UNV 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 UNV by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Track Record – list of clients for similar services as those required by UNV, indicating description of contract scope, contract duration, contract value, contact references;
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

*Please review the evaluation criteria and provide documentation accordingly.*

**C. Qualifications of Key Personnel**

*The Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating the positions, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted; and*
- c) Written confirmation that proposed key personnel are available for the entire duration of the contract.*

## Financial Proposal Form<sup>9</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNV reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

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

Description of Activity	Remuneration per hour	Surcharges	Minimum cost/hour per order	Day rate
<b>I. Personnel Services</b>				
1. Services from Company Office				
a. Junior Consultant				
b. Senior Consultant				
<b>III. List any other related costs</b>				

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

<sup>9</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

## ***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 Volunteers (UNV). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNV or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **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 UN

### **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 UNV for all sub-contractors. The approval of UNV 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 UNV 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, UNV, 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 UNV as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNV;
  - 8.4.3** Provide that the UNV 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 UNV 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 UNV 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 UNV shall rest with UNV and any such equipment shall be returned to UNV at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNV, 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 UNV 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 UNV 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 UNV 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 UNV.

- 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 UNV does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNV 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 UNV; 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 UNV 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 UNV, shall be made available for use or inspection by the UNV at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNV authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNV OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNV, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNV or THE United Nations, or any abbreviation of the name of UNV 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 UNV, 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 UNV sufficient prior notice of a request for the disclosure of Information in order to allow the UNV 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 UNV 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 UNV, 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 UNV 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 UNV 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 UNV 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 UNV 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** UNV reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNV 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 UNV under this Article, no payment shall be due from UNV 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 UNV 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 UNV 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 UNV to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNV to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNV before the payment thereof and the UNV 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 UNV 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 UNV to terminate this Contract immediately upon notice to the Contractor, at no cost to UNV.

**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 UNV to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNV.

**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 UNV 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 UNV 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 UNV, only the UNV Authorized Official possesses the authority to agree on behalf of UNV 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 UNV unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNV Authorized Official.

