



REQUEST FOR PROPOSAL (RFP)
Supply, & Installation of Integrated Financial and
Accounting Software
For Joint Crisis Coordination Centre (JCC)

NAME & ADDRESS OF FIRM	DATE: April 17, 2016
	REFERENCE: UNDP/ RFP/2016/050

Dear Sir / Madam:

We kindly request you to submit your Proposal for supply, customization and installation of integrated financial and accounting software for Joint Crises Coordination Centre (JCC)

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

SEPARATE TECHNICAL AND FINANCIAL PROPOSALS shall be received on or before **Thursday, May 05, 2016** via email on bids.iraq@undp.org

The Price Schedule must be in line with the format provided at Annex-3 of this RFP. Your Proposal must be expressed in the English, and valid for a minimum period of 60 days.

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.

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 3.

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/procurement/protest.shtml>.

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 : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Yours sincerely,



Mohammedsiddig Mudawi, Operations Manager
Head of Service Center

Annex 1

Description of Requirements

Context of the Requirement	The Kurdistan Regional Government (KRG) Joint Crisis Coordination Centre (JCC) is headed by a Director General and operates under the direct supervision of the KRG's Minister of Interior and is mandated to support a coordinated and strategic response to crises in the Kurdistan Region of Iraq through an "all hazards" approach. The JCC is a governmental civil protection institution with a mandate to protect the core values, population and critical societal functionality of the Kurdistan Region. It is primarily a facility to enable key stakeholders to take decisions on matters of policy, strategy and strategic resource management in relation to natural and man-made crises. The JCC is composed of four principal directorates including Information and Data Exchange, Resource Mobilization, Crisis Response and Management, and Finance and Administration. UNDP is providing technical assistance to JCC through the project "Component One" under the Iraq Crisis Response and Resilience Program (ICRRP). The aim of the project is to help GoI and KRG establish and build institution and human capacity for effective coordination in crisis management through JCC and JCC and their respective government networks. As part of JCC capacity building, the project has taken initiatives to strengthen the operational capacity of the organization through further automation of business process. The Financial and Accounting Software will constitute the basic technological solution for most, if not all, operational and transactional requirements. The system should support all directorates and its multiple users. Financial and Accounting System will be instrumental in ensuring efficiency, accountability and transparency in the financial management and reporting. Hence establishment of an appropriate and functional system to cater the needs of the JCC is an urgent and important priority. Herein after UNDP will be termed as "Procuring Authority" in this RFP.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	The Vendor selected shall be responsible for supply, customization and installation of web-based Integrated Financial and Accounting Software for 40 multi-level users of JCC, training the users in operation & processing, training to JCC IT team on software maintenance and administration. The vendor would also supply the users' manual in hard and soft copies. The vendor shall provide software maintenance services for a period of one year (within the quoted price) with an option to extend the contract for one more year with a maximum of 2 consecutive periods.
List and Description of Expected Outputs to be Delivered	As per the TOR
Person to Supervise the Work/Performance of the Service Provider	Sarhad Omar, Director, Finance and Administration Directorate, JCC, Ministry of Interior, Kurdistan Regional Government, Northern Iraq Address: Joint Crisis Coordination Centre (JCC), Raparin Quarter, 40 Meter Street, Brayaty Twin Roads, Erbil, Kurdistan Region, Iraq Cell No: +964-0751 834 2174 (Sarhad Omar)

Frequency of Reporting	Weekly basis
Progress Reporting Requirements	Bi -weekly
Location of work	Joint Crisis Coordination Centre (JCC), Ministry of Interior, Raparin Quarter, 40 Meter Street, Brayaty Twin Roads, Erbil, Kurdistan Region, Iraq
Expected duration of work	62 Calendar Days from the Contract Awarding Date
Target start date	10 July 2016
Latest completion date	10 September 2016
Travels Expected	No travel outside Erbil, Iraq
Special Security Requirements	☒ As per applicable by the Government. The Contractor will be responsible for his own safety and security
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☒ None
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☒ Required
Demonstration of the product by the initial shortlisted Vendors when notified	☒ Required After the initial scoring of the technical proposals UNDP/JCC will shortlist all technically suitable bidders and invite them to demonstrate their products with real life financial data. Each bidder would be given separate schedule to demonstrate. Scoring of the presentation is to be added to the initial scoring of the technical proposals of respective bidders.
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required
Currency of Proposal	☒ USD\$
Value Added Tax on Price Proposal	☒ must be exclusive of VAT and other applicable indirect taxes

Validity Period of Proposals (Counting for the last day of submission of quotes)	☒ 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	☒ Not permitted
Payment Terms	a. 20% Upon signing of the Contract for Professional Services b. 30% of the Contract Upon Customization and Installation of the Accounting Module c. 30% Upon starting onsite User Training and supply of User Manual in hard and softcopies d. 20% Upon Installation of other Modules and satisfactory completion of the tasks and deliverable
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Sarhad Omar, Director, Finance and Administration Directorate JCC as Immediate Supervisor and System Focal Point; Mohammad Ali Ashraf, Financial Management Expert, ICCRP, UNDP, Erbil on Quality Assurance; Sara Eliasi, Crisis Response Expert and Advisor, ICCRP, UNDP, Erbil on overall certification.
Type of Contract to be Signed	☒ Purchase Order ☒ Institutional Contract or Contract for Professional Services
Criteria for Contract Award	☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ 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.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> ☒ Expertise of the Firm 20%(Experience, Qualification, financial stability ☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 65% clear methodology, addressing all aspect of TOR along with implementation plan with tentative time schedule. After the initial scoring of the technical proposals UNDP/JCC will shortlist all technically suitable bidders and invite them to demonstrate their products with real life financial data. Each bidder would be given separate schedule to demonstrate. Scoring of the presentation is to be added to the initial scoring of the technical proposals of respective bidders.)

☒ Management Structure and Qualification of Key Personnel 15% (Provide CVs of all concerned individuals who will be involved in the Project)

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	
1.	Expertise of Firm / Organization	20%	140	
2.	Proposed Methodology, Approach, Implementation Plan, and Presentation	65%	455	
3.	Management Structure and Key Personnel	15%	105	
Total			700	

Technical Proposal Evaluation Form 1		Points obtainable	
Expertise of the Firm/Organization			
1.1	The prospective vendors must have: 1) Minimum 5 years' experience in software development for home and foreign clients.	25	
1.2	1) Proven expertise in development and implementation of Integrated Financial and Accounting Software 2) Experience in Open-Source software development and customization for a minimum of 3 years	100	
1.3	Provide three satisfactory performance certificate along with duration of each assignment (each certificate carries 5marks)	15	
		140	

Technical Proposal Evaluation Form 2			Points Obtainable	
Proposed Methodology, Approach and Implementation Plan				
2.1	Software architecture framework and programming, source code and customization proposed;		150	

	2.2	Have the important aspects (All phases) of the task been addressed clearly and within minimum time?	115	
	2.3	Experience of Software development in Windows Platform.	45	
	2.4	Is the scope of work well defined and does it correspond to the TOR?	45	
	2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? (implementation plan submitted)	100	
			455	
	Technical Proposal Evaluation Form 3		Points obtainable	
	Expertise of the Firm/Organization			
	3.1	Team Leader		
		General Qualification		
		- Educational Qualification (University Degree in Computer Sciences or relevant disciplines)	20	
		- Minimum of 5 years of experience in supervising similar services	15	
		- Experience of working in UN or Multinational entities as programmer and proven expertise in software development	20	
		- Supply installation and after sales services provided in the past (in minimum three organizations/business entities)	15	
		Sub Total	70	
	3.2	Technical Team Members (Minimum two)		
		General Qualification		
		- Educational Qualification (University Degree in computer sciences and/or Certificates on software development courses)	20	
		- Minimum of 5 years of experience in the relevant field (3 marks per year)	15	
		Sub-Total	35	
		Total Part: 3	105	

	The marking under section-3 is dependent upon submission of complete CVs of all team members including the CVs of Team Leader and other above mentioned CVs. In the absence of above mentioned CVs the evaluated firm will not get any points/scores		
	Financial Proposal	Score for price proposal X = (Max. score for price proposal * Price of lowest priced proposal) / Price of proposal X	300
UNDP will award the contract to:	☒ One and only one Service Provider		
Annexes to this RFP	☒ Form for Submission of Technical Proposal (Annex 2); ☒ Form for Submission of Financial Proposal (Annex 3); ☒ Detailed TOR (Annex 4) ; and ☒ General Terms and Conditions / Special Conditions (Annex 5) ¹		
Contact Person for Inquiries (Written inquiries only) ²	<i>For queries please send an email to procurement.info@undp.org. The team will provide clarification to your queries before 5 days before the closing of the submission date. However, any delay will not constitute a reason for extending the deadline.</i>		
Other Information [pls. specify]			

Fill below table for previous experience:

Name of Funding Organization	Period of Contract	Type of Services Provided	Value of Contract (US \$)	Geographical Location (Country/Region)

¹Service 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.

²This 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

To: Mohammed Mudawi, Operations Manager, Head of Service Center, United Nations Development Programme (UNDP), UN Compound, Near the Airport, Erbil, Iraq
(Attention: Mr. Ijaz Hussain, Procurement Specialist)

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP 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

- | |
|--|
| <p>a) <i>Registered Business Title of the Vendor.</i></p> <p>b) <i>Legal Status (corporation, partnership, or sole proprietorship, etc.) and Country of Incorporation, as applicable.</i></p> <p>c) <i>Year of incorporation, or the Year in which the entity was registered, as it now substantially exists.</i></p> <p>d) <i>Address, telephone or fax numbers, and Internet Website URL for correspondence/communication purposes.</i></p> <p>e) <i>Organizational chart indicating principal corporate organization, and identifying where in the organizational structure the proposed personnel placed.</i></p> <p>f) <i>Prospective Vendor's proposal must indicate the name, title, and full information of the contact person for the purpose of communication regarding this RFP.</i></p> <p>g) <i>Vendor's Eligibility: The prospective vendors must have:</i></p> <ul style="list-style-type: none">• <i>Minimum 5 years' experience in software development.</i>• <i>Experience in development and implementation of Integrated Financial and Accounting Software.</i>• <i>Experience in Open-Source software development and customization</i> |
|--|

³This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- *Experience of Software development in Windows Platform.*

h) 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 context of the JCC work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

**PRICE SCHEDULE
FORM FOR SUBMITTING FINANCIAL PROPOSAL**

Financial Proposal Submission Format

Financial Proposals - The Vendor is required to prepare and submit the Financial Proposal in separate envelopes as indicated. Vendor should mark their Envelope clearly for which following group the Financial Proposal is meant.

Vendors should be careful in choosing the right format. There are two formats:

Group (A) format is applicable for the vendors who is offering a Multilingual Software that allows operation and reporting (inputs and outputs) in both English and Kurdish languages.

Group B) format is applicable for Vendors whose software is meant (Input and Output) for only single language, either in English or Kurdish. For group B supplier(s) should clearly specify in their Technical Proposal which language their software is working.

Pricing should include all costs that might be required for the purpose of rendering this service.

If extensive customizations are required by the vendor to tailor their product into the proposed solution, the supplier is required to state all anticipated costs and shall provide a "Not to Exceed" price for the design, development and implementation of customized features.

Vendors should use the following Financial Proposal Template. No other templates would be accepted.

(A) Financial Proposal for Multilingual Software

S/L	Description	Price in USD
	Supply, Customization, Installation, and Maintenance of Integrated Financial and Accounting Software (in English and Kurdish languages) including delivery of Source Code and copyright to JCC. The software should be developed with one of these programming languages (C#/VB Asp.net, PHP). One time purchase with no recurring expenditures for the software during warranty period of one year.	
	JCC Staff Capacity Development Training Cost including administrative, professional or mobilization costs	
	Total Package Cost	
	(Optional item) Cost for maintenance of software services to additional one year, if agreed by both parties.	

(B) Financial Proposal for Mono Language

(English or Kurdish) Software : [.....Language]

S/L	Description	Price in USD
	Supply, Customization, Installation and Maintenance of Integrated Financial and Accounting Software (in either English or Kurdish language) including delivery of Source Code and copyright to JCC. The software should be developed with one of these programming languages (C#/VB Asp.net,PHP). One time purchase with no recurring expenditures for the software during warranty period of one year.	
	JCC Staff Capacity Development Training Cost including administrative, professional or mobilization costs	
	Total Package Cost	
	(Optional item) Cost for maintenance of software services to additional one year, if agreed by both parties.	

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

[Designation]

[Date]

Terms of Reference (TOR)

1. Scope of Work to be performed

The Vendor selected shall be responsible for supply and installation of web-based Integrated Financial and Accounting Software for 40 multi-level users of JCC, training the users in operation & processing, training to JCC IT team on software maintenance. The vendor shall provide free software maintenance services for a period of one year with an option to extend the contract for one year with a maximum of 2 consecutive periods. Services required from the Vendor's software shall include but not limited to the followings:

The Proposed Software should contain, but shall not be limited to, the following functional features:

1. Accounts Payable
2. Accounts Receivable
3. General Ledger
4. Budgeting, Planning & Forecasting
5. Fund Requisition and Approval
6. Chart of Accounts (COA)
7. Customizable Chart of Accounts
8. Creating Unlimited level of Accounts' Group
9. Cost center
10. Foreign Currency Conversion
11. Billing Management
 - a. Utility Billings
12. Human Resources
 - a. Shift Management
 - b. Leave Management
 - c. Time and Attendance
 - d. Payroll System
13. Document Archival & Server based Management System
14. Automatic Voucher serial Numbering, with provisions for manually editing.
15. Voucher Cancellation with appropriate administrative permissions
16. Search options for Vouchers with different parameters & search criteria
17. Cash payment Voucher
18. Bank payment Voucher
19. Cash received Voucher
20. Bank received Voucher

21. Journal Voucher
22. Contra Voucher
23. Bank Reconciliation
24. Project wise Expenditure Report
25. Donor wise Expenditure Report
26. Daily Voucher list Report
27. Day-wise Voucher list Report
28. Cash Book
29. Bank Book
30. Cash Flow
31. General Ledger Report (with a provision for additional notesfor justifications)
32. Received & Payment Report
33. Reporting with Cost Center
34. Trial Balance
35. Income Statement
36. Expenditure Statement
37. Balance Sheet
38. Print Preview
39. [Optional] Multilingual Input/output ability (English & Kurdish)
40. All the reports must have horizontal and vertical reporting format
41. All the reporting tools should contain Period-wise Reporting facilities, for example, an accounts report for a given timeframe, (selectable between From Date: To Date:)

Routine Support

1. Minimum six months the Vendor should provide telephone assistance/online support to the JCC staff for free of charge;
2. Provide assistance, guidance and suggestions to improve internal control procedures.

2. Technical Proposal

The Technical Proposal should contain the following information (in sections 6-9):

1. Technical Proposal should follow the technical requirements mentioned below;
2. The Software should be either a) Multilingual operation and reporting ability of the software (English & Kurdish) or b) Monolingual (English) with possibility to add language to the software

for customized reporting tables Vendor should clearly indicate whether his product has multi or mono language ability and also identify which of these two languages.

3. The vendor should transfer the ownership and the copyright to JCC and provide the language code for the software to the JCC.

3. Technical requirements:

Software should have the following technical capabilities

1. Operating System should be Windows server 2008 or above and other operating system like UNIX or Solaris
2. Database must be SQL Server 2008 or above and other database platform like oracle;
3. Dot net framework must be 4.0 or above;
4. The software should be web based supported;
5. ASP.net MVC and C#.net should be used as programming language;
6. JavaScript framework like JQuery and JSON must be used widely in this application to make the software lightweight and user-friendly;
7. Crystal report should be used as reporting tool in this application;
8. All the reports must be convertible into Microsoft excel, PDF and Microsoft word;
9. Software complete source code must be given to JCC;
10. Database full documentation including different database diagram, tables' structure, stored procedures and relation among tables must be provided to the JCC, so that JCC IT unit can extends further modification in future without Vendor's help;
11. Software and database source code copyright must be given to JCC;
12. Operating System should be Windows server 2008 or above and other operating system like UNIX or Solaris

4. Proposed Application Environment

Vendor should:

- describe both the suggested and minimum hardware configurations necessary to operate the proposed solution including descriptions of the central processing units, networking hardware, back up devices and uninterrupted power supply;
- describe the ability of the proposed system to support fail-safe data storage;
- describe the requirements of system cabling for communication to the server and to the existing network.

5. Implementation, Support & Training

Vendor should:

- describe a typical implementation plan or schedule for installation and training;
- describe the training to be provided including location, maximum number of trainees and training outline and user level;
- provide a copy of the Software User Manual before the training;
- describe the system support to be provided by the vendor.

6. Confidentiality Statement:

Potential supplier(s) keep RFP details confidential. If extensive customizations are required by the vendor to tailor their product into the proposed solution, the supplier is required to state all anticipated costs and shall provide a "Not to Exceed" price for the supply, installation and implementation of customized features.

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such

Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within

such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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