



REQUEST FOR PROPOSAL (RFP)

Ref. no.: BRH09/2016

16 September 2016

Dear Sir / Madam:

We kindly request you to submit your Proposal for the provision of an analysis of the identification, design, and implementation of an 'accelerator intervention' in Bangladesh.

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

Proposals may be submitted on or before Monday, October 03, 2016 and via email or courier mail to the address below:

United Nations Development Programme

United Nations Service Building, 3rd Floor, Rajdamnern Nok Avenue, Bangkok 10200

Somlak Supkongyu

Email: rcb.procurement.th@undp.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 UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the 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.

Sincerely yours,

Somlak Supkongyu
Procurement and Administrative Services Manager

Description of Requirements

Context of the Requirement	RFP for the provision of an analysis of the identification, design, and implementation of an 'accelerator intervention' in Bangladesh.			
Brief Description of the Required Services	Produce a research paper that documents and analyzes how 'accelerator interventions' have been identified and implemented in Bangladesh in a selected thematic area that illustrates the challenges in putting in place policies that support progress towards multiple SDG targets.			
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none">) Research plan including proposals for theme selection.) Participation/presentation in a regional SDG workshop.) Draft assessment report, including an executive summary (~20 pages).) Peer review of project reports from other countries.) Revised final report incorporating relevant feedback.) Presentation of results in a regional workshop. 			
Person to Supervise the Work/Performance of the Service Provider	Inclusive Growth Practice Team Leader, UNDP Bangkok Regional Hub (BRH)			
Frequency of Reporting	Monthly			
Progress Reporting Requirements	Selected institution will report directly to the project manager in UNDP BRH and submit the deliverables at each milestone.			
Location of work	<input checked="" type="checkbox"/> At Contractor's Location			
Expected duration of work	3 months			
Target start date	10 October 2016			
Latest completion date	31 December 2016			
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
	please refer to ToR			
Special Security Requirements	<input checked="" type="checkbox"/> N/A			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> N/A			

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required																
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars																
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes																
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Research plan, including proposal for theme selection</td> <td>20%</td> <td>Within 1 week of contract signing</td> <td rowspan="3"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Draft assessment report, including an executive summary (~20 pages)</td> <td>40%</td> <td>30 November 2016</td> </tr> <tr> <td>Revised final report incorporating relevant feedback</td> <td>40%</td> <td>31 December 2016</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Research plan, including proposal for theme selection	20%	Within 1 week of contract signing	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Draft assessment report, including an executive summary (~20 pages)	40%	30 November 2016	Revised final report incorporating relevant feedback	40%	31 December 2016		
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Revised final report incorporating relevant feedback	40%	31 December 2016															
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Inclusive Growth Practice Team Leader, UNDP Bangkok Regional Hub (BRH)																
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract																
Criteria for Contract Award	<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 UNDP 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.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 35%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 35%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP. 30%</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Detailed TOR</p>
Contact Person for Inquiries (Written inquiries only)	<p>Somlak Supkongyu</p> <p><i>Procurement and Administrative Services Manager</i></p> <p>Email: rcb.procurement.th@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	

Terms of Reference (ToR)

A. Project Title

Supporting SDG Acceleration – Policy Choices and Integrated Approaches

B. Project Description

In September 2015, governments across the world adopted The 2030 Agenda for Sustainable Development. This global “plan of action for people, planet and prosperity” is anchored on a group of Sustainable Development Goals (SDGs), the agenda’s monitoring framework that captures universal aspirations across three dimensions of sustainable development: economic development, social development, and environmental protection.

Implementing the 2030 Agenda requires collective action in every country, making sure it is tailored to local needs and priorities. Initial country-level efforts have focused on putting in place the building blocks necessary to support SDG achievement. Many countries are developing institutional arrangements to promote coordination across sectors and government level (e.g., SDG taskforces, inter-agency coordination groups, etc.), analyzing the alignment of development plans and budgets with SDG targets, and assessing the availability of data and capacities of data systems to monitor progress.

These are all critical to building national systems that facilitate SDG achievement. The next and more difficult stage requires moving from planning to action. This involves choosing priorities and areas for ‘acceleration’ and requires tools that identify and address the bottlenecks and complex interrelations underlying sustainable development. Resources will need to be targeted towards ‘accelerator interventions’ which can trigger progress across multiple goals and targets and across different sectors.

In this process policy makers need to make choices and balance impacts and interests across various dimensions, including:

- **Development area.** The 2030 Agenda highlights the need for integrated analyses of the impact of policy interventions on each dimension of sustainable development (e.g., analysis of the possible contradictory impacts of an investment in infrastructure on goals for economic growth and for climate resilience).
- **Available resources.** Most countries face financing and other capacity constraints in pursuing all goals equally at the same time and some gains will necessarily be foregone by investing in one policy over another.
- **Time.** Countries must balance temporal priorities. Agenda 2030 aims at ensuring the sustainability of development results over the long-term and thus seeks to achieve intergenerational equity. While government policy is often focused on short-term needs and electoral cycles, a longer-term horizon is particularly important, especially considering demographic changes and the impact of climate change.

- **Distributional and political economy impact.** The impact of a policy intervention on different groups is often unequal. Policy design and implementation need to consider distributional impacts and underlying incentives and strategies are also needed to communicate and/or mitigate these impacts on affected groups. Political economy concerns such as political interests or rent-seeking behaviour also often affect, and in extreme cases determine, policy choices and thus need to be factored into the process.

While integrated approaches to development have informed policy making during the ‘MDG era’, these efforts have often been fragmented and incompletely documented. Agenda 2030 is also far more ambitious and details a more complex set of relationships amongst goals and targets. Meeting the SDGs will require more sophisticated approaches and analyses.

In this context, further investments in the development of various approaches and tools for ‘acceleration’ and SDG implementation are needed. Several initiatives are already underway. UNDP aims to contribute to this process by analyzing country experiences in designing and implementing ‘accelerator interventions’ with a view towards identifying practical approaches and tools. This complements ongoing joint UNDP-DESA work on developing modelling tools for integrated policy analysis.

Specifically, this project will:

1. Analyze the ways in which policymakers identify, design and implement ‘accelerator interventions’.
2. Synthesize and document the processes, tools and approaches used in order to inform UNDP’s programmatic response for supporting SDG acceleration.

UNDP will work with research institutions in three countries to document and analyze how ‘accelerator interventions’ have been identified and implemented in selected thematic areas. In each country, a policy theme will be identified that illustrates the challenges in putting in place policies that support progress towards multiple SDG targets. Bangladesh’s approach to choosing interventions to address the impacts of climate change and boosting climate resilience development was chosen as one of the three pilot case studies. Bangladesh is widely regarded as a country at high risk from the consequences of climate change and the government has been forced to confront subsequent challenges to sustainable development arising from, for example, cyclones, floods, and water scarcity.

UNDP has designed a set of questions to guide the research and ensure comparability of analysis across country and theme (See Annex 1). This analysis will cover the decision-making framework (e.g., the national planning process, coordination across sector and stakeholder, etc.), analysis of costs and benefits (e.g., regarding resources, political economy, etc.), and results (e.g., reasons for success or failure, lessons learned, etc.). The list of questions will be further refined in collaboration between UNDP and research partners.

The three case studies and lessons learned will be summarized in policy notes and papers to be published in collaboration with the partner research institutes, and disseminated as part of UNDP's support to SDG implementation. Drawing from these, UNDP will synthesise a set of lessons that can be applied in designing SDG 'accelerator interventions' in programme countries. This analysis will include development of a typology or conceptual framework for different types of 'accelerator interventions' which will help policymakers identify and develop the most appropriate interventions for their particular development context.

A brainstorming workshop with all partner institutions will be held in September/October, possibly in conjunction with a regional 2030 Agenda workshop from 24-25 October 2016 in Bangkok (TBD). Research partners will discuss theme selection, research questions, methodologies, and approaches, including as necessary during workshop panel sessions. Research partners will also peer review the case studies from other countries.

A follow up phase with similar studies in more countries will be considered (e.g., focusing on countries in special circumstances such as small island states or those affected by fragility or conflict). The long-term intention is to develop a repository and compendium of accelerator interventions from which UNDP staff and counterparts can draw in developing catalytic accelerators for SDG progress across the region. The initiative will also contribute to the establishment of a network of practitioners and exchanges between think tanks in the region on integrated approaches.

C. Scope of Services, Expected Outputs and Target Completion

The institutional contract is expected to start on 1 October 2016 with the following proposed deadlines for deliverables:

DELIVERABLE	DUE DATE
Research plan including proposals for theme selection.	Within 1 week of contract signing
Participation/presentation in a regional SDG workshop.	24-25 October 2016 (TBC)
Draft assessment report, including an executive summary (~20 pages).	30 November 2016
Peer review of project reports from other countries.	30 November – 31 December 2016
Revised final report incorporating relevant feedback.	31 December 2016
Presentation of results in a regional workshop.	November/December 2016 (Date TBC)

D. Institutional Arrangement

The research team will be guided by the Inclusive Growth Practice Team Leader, UNDP Bangkok Regional

Hub (BRH), and will work closely with other staff in UNDP BRH and the relevant UNDP Country Office. The research team leader will be responsible project activities including output delivery and communications with UNDP.

Project management, analysis of the results, and identifying links to UNDP programming will be the responsibility of UNDP BRH staff. UNDP's role will include work to develop tools and/or methodologies related to SDG 'accelerator interventions' and to identify entry points and resources for further support.

E. Duration of the Work

The contract will be issued to cover 10 October to 31 December 2016.

F. Location of Work

Duty station: home-based, with maximum of two trips to Bangkok. UNDP BRH will cover travel costs, as per UN rules and regulations, for one representative from the research team. The institution is requested to include costs related to the two trips in its Financial Proposal.

G. Qualifications of the Successful Service Provider at Various Levels

Qualifications of the institution:

-) A leading academic/research institute in Bangladesh;
-) Track record of high quality research in areas related to sustainable development;
-) Deep knowledge of energy and/or climate change related policy interventions in Bangladesh;
-) Comprehensive understanding of the SDGs and multi-dimensional policy making;
-) Close familiarity with government policy making processes in Bangladesh;
-) Proven collaboration and partnerships with international development organizations.

Qualifications of the research team leader:

Education:

-) Advanced university degree in economics, development studies, environmental economics, or other relevant area.

Experience:

-) Minimum 10 years of relevant work experience;
-) Minimum 7 years of experience in leading research teams on topics related to sustainable development;
-) Track record of conducting policy analyses related to sustainable development and/or climate change adaptation and mitigation;
-) Track record of analyzing multi-dimensional policy choices, including awareness of and experiences in using different methodologies related to decision-making;
-) Familiarity with the SDGs and issues relevant to their integration at the national level;
-) Track record of working with multilateral institutions and government officials;
-) Understanding of Bangladesh government policymaking processes.

H. Scope of Proposal Price and Schedule of Payments

The institution is requested to submit both a Technical and a Financial Proposal for the provision of services. Please note that the contract is a fixed output-based price regardless of extension. Cost components include professional fee, costs related to project implementation, and two trips to Bangkok for one member of the research team.

I. Annexes to the TOR

Annex 1: Preliminary list of issues

The following is a list of issues that the research teams will be requested to consider. This list will be further refined in collaboration between UNDP and research partners.

Decision-making framework

-) Describe the national planning process, including how sector plans are reflected in national plans.
-) Describe how national planning is/is not linked to budgeting and the allocation of resources?
-) How is the specific policy theme reflected in national and sector plans?
-) Describe the process by which different policy options for meeting strategic goals are considered? Where does decision-making power for a specific policy intervention in this area lie?
-) Are there mechanisms in place for discussion of policy alternatives across government department and level?
-) Is there a systematic role to include non-government stakeholders in discussions of policy alternatives?

Policy choice and analysis of trade-offs

-) Describe the choice of policy and the process for arriving at this decision.
-) What were some of the key considerations? What drove the final decision?
-) What were the intended goals of the policy action?
-) When designing the intervention were impacts across different dimensions of sustainable development (e.g., in other sectors) considered? Describe any specific types of analysis used to help guide decision-making in this context (e.g., type of modelling, bottleneck analysis, etc.).
-) When designing the intervention were temporal considerations analysed (e.g., short-term versus long-term impacts)? Describe any specific types of analysis used to help guide decision-making in this context.
-) How did resource allocation take place in the context of this policy choice?
-) When designing the intervention were political economy impacts considered (e.g., stakeholder analysis on who benefits and loses from the policy choice and their relationship

- and/or influence on decision-making)? How did this factor into the analysis and how were potential barriers to implementations addressed?
-) Was a historical analysis of earlier policy interventions with similar goals conducted? Did this consider why these previous attempts were unsuccessful and how constraints might be overcome?
 -) Was there opposition to the choice? If so, how was this addressed?
 -) Was there a public communication strategy related to the policy choice?
 -) Were other barriers to implementation considered? If so, how?
 -) How did security concerns (e.g., armed insurrection in parts of the country) or other drivers of fragility affect policy choices?

Results and lessons learned

-) What was the impact of the policy action? Did it meet its goals?
-) Was action monitored? Was there a mechanism for adapting as necessary? Was it used?
-) Is there anything that would have made the decision-making process that arrived at this policy more effective?
-) Are there lessons for other countries facing a similar choice? Are there any lessons for policymaking in that transcend this specific theme?

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 9/16/2016 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

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

- a) 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 UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) 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 provide a technical proposal that describes how it will address/deliver the demands of the RFP along with a detailed description of the methodology of case study selection and preparation of research.

C. Qualifications of Key Personnel

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

**This shall be the basis of the payment tranches*

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Research Team Leader				
2. Research Officer #1				
3. Research Officer #2				
4. Research Officer #3				
II. Out of Pocket Expenses				
1. Travel Costs (incl. travel plus per diem for one staff member to 2 Bangkok workshops; any required local travel)				
2. Communications				
3. Other costs				

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

Annex 3

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.