



REQUEST FOR QUOTATION **RFQ 047/16**

NAME & ADDRESS OF FIRM	DATE: September 22, 2016
	REFERENCE: Updating of mapping information on accurate boundaries of Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, becoming a part of respective governmental decision on approval of the clarified boundaries

Dear Sir / Madam:

We kindly request you to submit your quotation for “Updating of mapping information on accurate boundaries of Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, becoming a part of respective governmental decision on approval of the clarified boundaries” detailed in Annex 1 of this RFQ.

Quotations may be submitted on or before **18:00 (local time), September 29, 2016** and via ☒e-mail, ☒courier mail to the address below:

tenders-armenia@undp.org
or
United Nations Development Programme
14 Petros Adamyan street, 0010, Yerevan

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 3 transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> N/A
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> N/A
Exact Address of Delivery Location:	Ijevan, Noyemberyan of RoA Tavush Marz
Latest Expected Delivery	<input checked="" type="checkbox"/> 90 days from the date of Professional Services Contract signing
Delivery Schedule	<input checked="" type="checkbox"/> Required
Mode of Transport	<input checked="" type="checkbox"/> N/A
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars or <input checked="" type="checkbox"/> Local Currency : Armenian drams
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> N/A
Deadline for the Submission of Quotation	<i>Tuesday, September 20, 2016, 18:00 local time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> Armenian
Documents to be submitted ⁴	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Company's Latest Business Registration Certificate with 5 years of proven experience in the area of cadastre field mapping; <input checked="" type="checkbox"/> Company profile with description of proven records and experience in the area of required expertise. Company certification by the State Cadaster Committee for similar activities;

¹ Must be linked to INCO Terms chosen.

² Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

³ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

⁴ First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Proven experience in the field of cadastral mapping, the experience in the field of different land use (forest, agriculture, community, etc.) mapping is an advantage; <input checked="" type="checkbox"/> Prove of availability of respective technical resources for mapping activities (cameral and field work). <input checked="" type="checkbox"/> CVs of Team Leader, one specialist in geodesy, one land-use planning specialist, one expert in GIS mapping, one expert in remote sensing. <input type="checkbox"/> Others
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 30% upon submission of clarified proposed accurate boundaries negotiated and agreed with stakeholders; <input checked="" type="checkbox"/> 40% upon submission of detailed map of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas with detailed description of the boundaries and a demarcation scheme of the above-mentioned area boundaries with geographical coordinates and other relevant information on land property and land use (to become a part of respective governmental decision); <input checked="" type="checkbox"/> 30% upon submission of digital maps layers for the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, with records of land property (state, community and others), land types (agricultural, forest, specially protected nature area and others) and land use and processed thematic map layers with related database including land types, ownership and land use and Demarcation scheme and demarcation of boundaries between forest enterprises, protected areas and surrounding communities. All materials and other information used while working on the assignment.

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁵ ; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Proven (at least 5 years) experience in the relevant field; Prior relevant experience with international projects will be an asset: <input checked="" type="checkbox"/> Company profile with description of proven records and experience in the area of required expertise. Company certification by the State Cadaster Committee for similar activities; <input checked="" type="checkbox"/> Proven experience in the field of cadastral mapping, the experience in the field of different land use (forest, agriculture, community, etc.) mapping is an advantage; <input checked="" type="checkbox"/> Prove of availability of respective technical resources for mapping activities (cameral and field work). <input checked="" type="checkbox"/> Extent of experience in negotiation with stakeholders; <input checked="" type="checkbox"/> Availability of the following staff: - Team Leader (expert in forest inventory, forest managment planning) with relevant advanced university degree and at least 8 years working experience in forest management; - Team Leader (expert in cartography and/or cadastre mapping) with relevant advanced university degree and at least 5 years working experience in cadastre field mapping, - One specialist in geodesy with at least 3 years working experience, - One land-use planning specialist with at least 5 years working experience, - One expert in GIS mapping with at least 3 years working experience; - One expert in remote sensing with at least 3 years working experience.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Consulting Services
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements.

⁵ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

Annexes to this RFQ ⁶	<input checked="" type="checkbox"/> Terms of Reference of the assignment (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Procurement Unit procurement.armenia@undp.org 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.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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 Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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:

⁶ Where the information is available in the web, a URL for the information may simply be provided.

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 quotation.

Sincerely yours,
Procurement Unit
Email: procurement.armenia@undp.org

September 6, 2016

Annex 1

TERMS OF REFERENCE

Scope of services:	Updating of mapping information on accurate boundaries of Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, becoming a part of respective governmental decision on approval of the clarified boundaries
Duration:	October 2016- December 2017
Location:	Ijevan, Noyemberyan of RoA Tavush Marz
Project title:	UNDP/GEF “Mainstreaming Sustainable Land and Forest Management in Mountain Landscapes of North-eastern Armenia”

I. Project Background

The long-term solution sought is to facilitate the shift from unsustainable to sustainable forest management in NE Armenia. The target area contains 65% of Armenia’s forest resources and provides essential ecosystem services including water provision (for urban use and food production), land slide control and carbon storage and sequestration. The project will promote an integrated approach towards fostering sustainable forest management – seeking to balance environmental management with development and community needs.

The project major objective is sustainable land and forest management in the North-eastern Armenia to secure continued flow of multiple ecosystem services (such as water provision, land slide control and carbon storage/sequestration) and to ensure conservation of critical wildlife habitats. This would be achieved during the four years of implementation through two main components, namely: (i) Integration of sustainable forest and land management objectives into planning and management of forest ecosystems to reduce degradation and enhance ecosystem services in two marzes covering 0.65 million hectares; and (ii) Sustainable Forest Management practices effectively demonstrating reduced pressure on high conservation forests and maintaining flow of ecosystem services.

It will attempt to reduce conflicting forest land-uses and improve the sustainability of forest management so as to maintain the flow of vital ecosystem services and sustain the livelihoods of local forest-dependent communities (and downstream users). This platform will be underpinned by a robust forest management planning support system and monitoring framework that will inform plans for the forest estate.

II. Scope of Work, Terms and Conditions

The objective of the task is updating of mapping information on accurate boundaries of Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, later on become a part of respective governmental decision on approval of the clarified boundaries.

The provision of the following services is expected for the project purposes:

- Preparation of digital map layers for the Ijevan and Noyemberyan forest enterprises (Tavush

marz) and surrounding community lands and protected areas in Tavush marz of RA, which should have the records of land property (state, community and others), land types (agricultural, forest, specially protected nature area and others) and updated land use map sheets;

- Preparation of processed GIS thematic map layers with related database including land types, ownership and land use;
- Field visits to the site to clarify issues connected with the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas boundaries;
- Negotiation of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas proposed boundaries with respective stakeholders;
- Proposal on final boundaries of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas based on the above works;
- Preparation of a map of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas with detailed description of the boundaries.
- Demarcation scheme and demarcation of the forest enterprises, protected area and surrounding community boundaries with geographical coordinates and other relevant information on land property and land use, becoming a part of respective governmental decision.

Deliverables:

- Clarified proposed accurate boundaries negotiated and agreed with stakeholders;
- Detailed map of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas with detailed description of the boundaries and a demarcation scheme of the above-mentioned area boundaries with geographical coordinates and other relevant information on land property and land use (to become a part of respective governmental decision);
- Digital maps layers for the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, with records of land property (state, community and others), land types (agricultural, forest, specially protected nature area and others) and land use and processed thematic map layers with related database including land types, ownership and land use;
- Demarcation scheme and demarcation of boundaries between forest enterprises, protected areas and surrounding communities. All materials and other information used while working on the assignment.

III. Expected Outputs

#	Outputs/Deliverables	Cost	Due date
1.	Clarified proposed accurate boundaries negotiated and agreed with stakeholders	30%	By October 20, 2016
2.	Detailed map of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas with detailed description of the boundaries and a demarcation scheme of the above-mentioned area boundaries with geographical coordinates and other relevant information on land	40%	By November 20, 2016

	property and land use (to become a part of respective governmental decision)		
3.	Digital maps layers for the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, with records of land property (state, community and others), land types (agricultural, forest, specially protected nature area and others) and land use and processed thematic map layers with related database including land types, ownership and land use	20%	By December, 15, 2016
4.	Demarcation scheme and demarcation of boundaries between forest enterprises, protected areas and surrounding communities. All materials and other information used while working on the assignment.	10%	By December, 30, 2016

IV. Institutional Arrangements

- The contractor will work under direct supervision of Project Coordinator and Project Technical Task Leader.
- The contractor shall submit the narrative progress reports upon completion of each deliverables to the Project Coordinator and Project Technical Task Leader.
- The contractor is expected to interact and collaborate with Ijevan and Noyemberyan forest enterprises, Ijevan sanctuary and other protected areas staff.
- Technical verification of the conducted mapping and boundaries shall be performed by the project and/or project assigned consultant/expert.

Procurement Unit, UNDP Armenia
September 6, 2016

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁸)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ 047/16**:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description of Services	Milestones	Latest Delivery Date	Unit Price	Total Price per Item
1	Clarified proposed accurate boundaries negotiated and agreed with stakeholders	30%	By October 20, 2016		
2	Detailed map of the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas with detailed description of the boundaries and a demarcation scheme of the above-mentioned area boundaries with geographical coordinates and other relevant information on land property and land use (to become a part of respective governmental decision)	40%	By November 20, 2016		
3	Digital maps layers for the Ijevan and Noyemberyan forest enterprises (Tavush marz) and surrounding community lands and protected areas, with records of land property (state, community and others), land types (agricultural, forest, specially protected nature area and others) and land use and processed thematic map layers with related database including land types, ownership and land use	20%	By December, 15, 2016		
4	Demarcation scheme and demarcation of boundaries between forest enterprises, protected areas and surrounding communities. All materials and other information used while working on the assignment.	10%	By December, 30, 2016		

⁷ This serves as a guide to the Supplier in preparing the quotation and price schedule.

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

	Total Prices of Services	
	Add : Other Charges (pls. specify)	
	Total Final and All-Inclusive Price Quotation	

Additional Requirements (Please indicate the availability by Yes or No)

No	Description	Availability (Yes/No)
1	Proven (at least 5 years) experience in the relevant field;	
2	Company profile with description of proven records and experience in the area of required expertise.	
3	Company certification by the State Cadaster Committee for similar activities	
4	Proven experience in the field of cadastral mapping, the experience in the field of different land use (forest, agriculture, community, etc.) mapping is an advantage	
5	Prove of availability of respective technical resources for mapping activities (cameral and field work).	
6	Extent of experience in negotiation with stakeholders	
7	CVs of Team Leader, one specialist in geodesy, one land-use planning specialist, one expert in GIS mapping, one expert in remote sensing;	
8	Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;	
9	Schedule of implementation of the assignment.	

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]



UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the

award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP

against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at

any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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