



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: October 4, 2019
	REFERENCE: 2019/UNDP-MMR/PN/108

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the provision of Professional Mobile App Development Service**

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

Proposals may be submitted on or before **Wednesday, October 23, 2019** and via email, courier mail or fax to the address below:

**United Nations Development Programme (Myanmar)
No.6, Natmauk Road, Tamwe Township, Yangon
Ms. Payal Suri, Programme Support Unit Team Leader**

The proposal and accompanying documents should be applied through UNDP bids.mm@undp.org, as an alternative option (or e-tendering <https://etendering.partneragencies.org>).

Your Proposal must be expressed in the **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/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

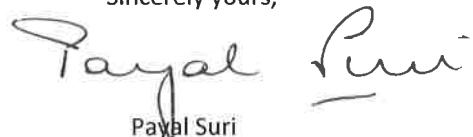
UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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 :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Payal Suri
Programme Support Unit Team Leader
10/4/2019

Description of Requirements

Context of the Requirement	Developing content and conducting capacity building for MSMEs in Shan State, and Mandalay Region
Implementing Partner of UNDP	Economic Empowerment of Women and Youth in Myanmar
Brief Description of the Required Services	<p>UNDP in partnership with Ooredoo Myanmar Limited is supporting the farmers of Dry Zone by leveraging communication technology to synergize rural development through this project.</p> <p>This pilot project seeks to address four root challenges faced by communities in the dry zone by using mobile communications and information technologies as a cross cutting tool to integrate and amplify the effectiveness of development interventions.</p> <p>The project will address the gaps and challenges preventing rural communities, particularly women, from adopting mobile communication technologies. It will help leverage these technologies for easier and more efficient access to services such as credit, agricultural advisories and markets.</p> <p>It will strengthen agricultural extension services by building their capacities to leverage mobile communication technologies for outreach and dissemination. Linkages with relevant agro-industries and services will be built into extension programmes and the quality of these programmes improved through demonstrations and farmer field schools.</p> <p>The project will bridge the growing gap in mobile applications and services designed for rural communities by identifying specific needs and finding innovative solutions to day to day problems such as access to financial services, transport, markets for agricultural produce and equipment and labour markets. Finally, the project will incubate small and medium rural enterprises by integrating technology, markets, renewable energy and credit for high-demand value chains.</p>
List and Description of Expected Outputs to be Delivered	<i>(Please see attached TOR)</i>
Person to Supervise the Work/Performance of the Service Provider	Project Manager, Economic Empowerment of Women and Youth in Myanmar Project.
Frequency of Reporting	<i>(Please see attached TOR)</i>
Progress Reporting Requirements	<i>(Please see attached TOR)</i>
Location of work	<input checked="" type="checkbox"/> Shan State, and Mandalay Region
Expected duration of work	5 months
Target start date	November 2019
Latest completion date	May 2020

Travels Expected	Proposers are required to include a detail travel plan and schedule in the proposer methodology									
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not Require									
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Not provide									
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required									
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required									
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency									
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes									
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <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>Deliveries</th><th>Payment</th></tr> </thead> <tbody> <tr> <td>Upon completion of Deliverable #1</td><td>20%</td></tr> <tr> <td>Upon completion of Deliverable #2 and #3</td><td>70%</td></tr> <tr> <td>Upon completion of Deliverable #4</td><td>10 %</td></tr> </tbody> </table>		Deliveries	Payment	Upon completion of Deliverable #1	20%	Upon completion of Deliverable #2 and #3	70%	Upon completion of Deliverable #4	10 %
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Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	Review and approval by Project Manager, Economic Empowerment of Women and Youth in Myanmar Project.									
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services									

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 criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Criteria for Selection the Best Offer</p> <p>The organization will be evaluated based on the following methodology.</p> <p>Cumulative analysis</p> <ul style="list-style-type: none"> • Technical Criteria Weight 70% • Financial Criteria Weight 30% <p>The technical proposals will be evaluated as per following criteria:</p> <ul style="list-style-type: none"> • Expertise of firm/organization working in mobile application platforms: 30% • Recommended Presentation: 40% • Technical Team Specialization in the developing of mobile applications for android and apple iOS: 30% <p>Only those organization obtaining minimum of 70% in the technical evaluation will be considered for the financial evaluation.</p> <p>The award of the contract shall be made the firm/organization whose offer has been evaluated and determined as:</p> <ol style="list-style-type: none"> 1. Responsive/compliant/acceptable, and 2. Having received the highest score.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input checked="" type="checkbox"/> Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> GENERAL CONDITIONS OF CONTRACT FOR SERVICES (Annex 4)
Contact Person for Inquiries (Written inquiries only)	<p><i>Moung Kee Aung</i> <i>Procurement Analyst</i> moung.kee.aung@undp.org</p> <p>Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail to mmr.procurement@undp.org; [5] days before the deadline for submission of proposal.</p>
Pre-proposal conference	<p>Choose an item.</p> <p>Provide details below if ""Will be Conducted"" is selected, otherwise delete the below</p> <p>Time: [14:00 Hrs., Myanmar Time]</p> <p>Date: October 16, 2019 12:00 AM</p> <p>Venue: UNDP Myanmar Office, No. 6, Natmauk Road, Tawmwe Tsp. Yangon</p>

Annex 2

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 [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

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

C. **Qualifications of Key Personnel**

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

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

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. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

TERMS OF REFERENCE

For the Hiring of Professional Mobile App Development Service

Title of Pilot Project	Sustainable Enterprises and Agricultural Development: Leveraging Communication Technology to Synergize Rural Development in the Dry Zone of Myanmar
Title of Task	Communication Technology to Synergize Rural Development in the Dry Zone of Myanmar
Type of Contract	Professional Contract for Services
Expected Start/End Dates	1 October 2019 - 29 February 2020
Supervisor	Project Manager, Economic Empowerment of Women and Youth in Myanmar Project.
Locations	Yangon, Naypyitaw and Dry Zone

Terms of Reference for the recruitment of professional mobile app development Service to Develop the Android and iOS App for the dissemination of important news, advisories, announcements and early warning message by key relevant government departments.

A. Project Description

The Dry Zone of Myanmar is among the most climate sensitive regions of the country while being the third most densely populated and having high concentrations of rural poverty. Communities rely on subsistence farming, small scale livestock rearing, seasonal farm labour and migration to urban centres to sustain their livelihoods. Chronic poverty in this region is correlated to frequent natural disasters. This is coupled with a poor uptake of agricultural inputs and technologies, underdeveloped transport and markets and poor access to credit and insurance.

UNDP in partnership with Ooredoo Myanmar Limited is supporting the farmers of Dry Zone by leveraging communication technology to synergize rural development through this project.

This pilot project seeks to address four root challenges faced by communities in the dry zone by using mobile communications and information technologies as a cross cutting tool to integrate and amplify the effectiveness of development interventions.

The project will address the gaps and challenges preventing rural communities, particularly women, from adopting mobile communication technologies. It will help leverage these technologies for easier and more efficient access to services such as credit, agricultural advisories and markets.

It will strengthen agricultural extension services by building their capacities to leverage mobile communication technologies for outreach and dissemination. Linkages with relevant agro-industries and services will be built into extension programmes and the quality of these programmes improved through demonstrations and farmer field schools.

The project will bridge the growing gap in mobile applications and services designed for rural communities by identifying specific needs and finding innovative solutions to day to day problems such as access to financial services, transport, markets for agricultural produce and equipment and labour markets. Finally, the project will incubate small and medium rural enterprises by integrating technology, markets, renewable energy and credit for high-demand value chains.

The project activities will be implemented in Myingyan and Nyaung U townships which have about 130 villages which participated in the Adaptation Fund project. The primary reason for this is to ensure the impacts of interventions are substantive and not diluted by spreading them too thinly.

The expected project results are:

- Strengthened agricultural extension services, climate related early warnings and advisories which reduce farming related risks and link farmers with agricultural industries and businesses.
- Improved access of farmers to agricultural inputs, machinery, transportation and storage through application of innovative mobile based aggregation and networking services.
- Increased access to financial services including insurance through mobile money as well as formal banking in the agricultural sector and among micro-credit and saving groups.
- Connected domestic markets for agricultural products and employment for casual worker and benefit from economies of aggregation mediated by technology.
- Capacitated and strengthened agriculture based MSMEs especially those led and owned by women.

For this purpose, UNDP and Ooredoo are seeking for the professional mobile application development service for developing the mobile application.

B. Scope of Services, Expected Outputs and Target Completion

The task of the service provider is to develop digital user-friendly application for agro-advisories, quick response, addition of necessary animations and notification tone, uploading the photo viewer, addition of important reference and reduction of data usage, with following features and functions for both Android and IOS versions:

Features	Detail
News Notification	<ul style="list-style-type: none"> • News update • Advisory notification • Easy in reaching out alert to farmers/citizens (Faster, more reliable and extremely timely alert for android users) • Data synchronization with website • Push Notifications on important updates such as advisories, news, announcements and early warning message • Push Notifications on lock screen, on app icon
Data usage	<ul style="list-style-type: none"> • Lowest data usage for users
Photo and text zoom	<ul style="list-style-type: none"> • Photo zoom fixation • Easy access of user experiences to photo viewing with the application • All texts of the articles could be zoomed
Adding sub-menu of advisories videos	<ul style="list-style-type: none"> • A sub-menu tab with a link referring to Advisory Videos to be added into the application
Language of Application	<ul style="list-style-type: none"> • Myanmar version
Audio clips integration	<ul style="list-style-type: none"> • Add additional audio clips of the relevant information for the visually impaired and illiterate users
Linkage with relevant website and links	<ul style="list-style-type: none"> • Adding linkage with other useful and relevant link apart from currently available information in the application
Contact List	<ul style="list-style-type: none"> • List of hotline contacts
Brief information about Application	<ul style="list-style-type: none"> • Adding the name of departments • Adding the Logos • Adding the description of application

Function	Detail
System	<ul style="list-style-type: none"> • Android

	<ul style="list-style-type: none"> • iOS
UX Design	<ul style="list-style-type: none"> • Unique Design • Clean and neat interface • Responsive listing • Customized Layout • Flexible device compatibility • Design for mobile devices • Design for Tablet and Phablets
Technical Support	<ul style="list-style-type: none"> • Ensure quality, security and performance testing • Bug fixes • 4 User trainings in two months • Online/offline phoning support • App store submission management
Additional Services	<ul style="list-style-type: none"> • Google Play Store Upload • Available free download in google play store • Google Analytics account • Apple Store submission • Collection of feedback from the users
Hosting	<ul style="list-style-type: none"> • Unlimited Storage
Social Media Integration	<ul style="list-style-type: none"> • Social Media (eg: Facebook, Twitter) share button integration)

Expected outputs and Target Completion

The Mobile App Development Service will ensure timely submission of the following:

Expected outputs (Deliverable)	Expected date of completion
1. Creation of wireframes and detailed description of app features (Android version)	One week after signing the contract
2. Development beta version of the Android app with key features; and the wireframes and detailed description of app feature (iOS version)	Three weeks after signing the contract
3. Beta version (Ver 1.0) of mobile app (Android and iOS) to be used in mobile phones	Four weeks after signing the contract
4. Providing technical trainings on dissemination of the mobile application. Based on roll out successful roll, technical trainings, technical support to upgrade versions based on feedback, fix of bugs / technical errors	Five months after completion of successful rollout

Remark: "Service provider is expected to provide number of downloads of this application and feedbacks of users to UNDP, DOA and LBVD on quarterly basis until the end of year from the date of the signing of the contract."

C. Institutional Arrangement

The professional service for mobile app development will work under the direct supervision of the Project Manager, Economic Empowerment of Women and Youth in Myanmar Project, UNDP in Yangon, day to day management by National Technical Advisor, Mandalay and the delegated representatives of concerned government departments. The service provider is expected to provide necessary computer/mobile related software as part of the service. The assignment will be home-based in Yangon. When required to travel outside Yangon, UNDP will provide travel allowances as per UNDP rules/regulations.

D. Duration of the Work

The indicative number of days for each output is mentioned above. Each output will be followed up with supervisor review and comments for completion of the next output. It is expected that the mobile app development service provider will complete Beta version (Ver 1.0) of mobile app (Android and iOS) to be used in mobile phones **within 30 days of signing the contract**. Further upgrade the version based on the feedback by five months after signing the contract.

E. Location of Work

The assignment is home based in Yangon, with travel to Nay Pyi Taw and Dry Zone.

F. Qualifications of the Successful Service Provider

The organization must be able to demonstrate the following:

1. The applicants should be a technology company with a proven record of design of mobile platform and applications.
2. The company should have a proven record of developing applications in both Android and Apple iOS, with a proof of developing applications in the past.
3. The company proven ability of innovation to meet the client needs.
4. Previous experience in working with the UN, Multilateral organizations or private sector will be an asset.
5. Well organized organizational structure with clear responsibilities and accountabilities;

Important Note:

The service provider is required to have the following professional and technical qualifications. Only the applicants who hold these qualifications will be contacted.

1. Mobile platform expert
2. Software / Code development expert

G. Scope of Proposal Price and Schedule of Payments

The contract price is a fixed output-based price with specific duration of assignment. The financial component shall be purely a professional fee and any specific software to integrate with web server. Payment will be made upon satisfactory completion of all deliverables as certified by the supervisor.

Deliveries	Payment
Upon completion of Deliverable #1	20%
Upon completion of Deliverable #2 and #3	70%
Upon completion of Deliverable #4	10 %

H. Confidentiality and Proprietary Interests

The professional service for mobile app development shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the mobile app development service without prior written consent. Proprietary interests on all materials and documents prepared by the service firm under the assignment shall become and remain properties of UNDP.

Criteria for Selection the Best Offer

The organization will be evaluated based on the following methodology.
Cumulative analysis

- Technical Criteria Weight 70%
- Financial Criteria Weight 30%

The technical proposals will be evaluated as per following criteria:

- Expertise of firm/organization working in mobile application platforms: 30%
- Recommended Presentation: 40%
- Technical Team Specialization in the developing of mobile applications for android and apple iOS: 30%

Only those organization obtaining minimum of 70% in the technical evaluation will be considered for the financial evaluation.

The award of the contract shall be made the firm/organization whose offer has been evaluated and determined as:

1. Responsive/compliant/acceptable, and
2. Having received the highest score.



**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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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.