

**REVISED ON 29 JUNE 2020
to extend the deadline to 10 July 2020**

REVISED ON 18 JUNE 2020

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

	DATE: June 17, 2020
	REFERENCE: RFP 66968

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the Design, Development and Maintenance of Financial Health Website for UNCDF**.

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

Proposals may be submitted on or before **Friday, July 10, 2020** and via email, courier mail or fax to the address below:

United Nations Capital Development Fund
TOH Ming Xuan
uncdf.procurement@uncdf.org
cc: ming.xuan.toh@uncdf.org

Your Proposal must be expressed in the English Language, 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 UNCDF 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 UNCDF 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 UNCDF, 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 UNCDF'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 UNCDF after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNCDF 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 UNCDF, herein attached as Annex 3.

Please be advised that UNCDF 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.

UNCDF's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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

UNCDF implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNCDF, as well as third parties involved in UNCDF activities. UNCDF expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Jaspreet Singh Sethi
Regional Technical Specialist - Asia
6/17/2020

Description of Requirements

Context of the Requirement	<i>UNCDF seeks the support of a company to design, develop and help in the maintenance of Financial Health Website.</i>
Implementing Partner of UNCDF	N/A
Brief Description of the Required Services ¹	<p>Background</p> <p>The Global Center of Excellence of Financial Health in Singapore functions as a central hub on financial health, with the aim to facilitate the transition from a focus on financial inclusion to financial health, thereby playing a convening role on the financial health agenda. Initiatives spearheaded by the Center will enable market players to develop potentially transformative solutions that broaden and deepen financial health outcomes for all segments of the population, particularly those that have been historically marginalized.</p> <p>The Center encompasses three symbiotic pillars: Community, Capability and Capital.</p> <ul style="list-style-type: none"> • Community: The community pillar of the center focuses on global advocacy and research & insights to build and disseminate a body of knowledge on financial health, its building blocks, measurement frameworks and programmatic interventions. • Capability: The capability pillar draws from the community pillar to design and develop interventions that improve the financial health of end consumers. This pillar rests on the principle of “test and learn”, creating an experimental environment for innovators in the financial sector to build transformative solutions that enhance the financial health of end consumers. • Capital: The capital pillar functions like an investment platform that explores a blend of venture capital, private equity, debt and grants to fund research and programmatic initiatives focused on financial health to test, diversify and scale.

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>Purpose of Assignment</p> <p>The purpose of this assignment is to develop and design a good quality and dynamic website with customised design that would act as a resource center on financial health and promote the work of Global Center of Excellence on Financial Health.</p> <p>Key Objectives of the Website</p> <ol style="list-style-type: none"> 1) To raise global awareness and understanding of financial health 2) To act as a primary dissemination channel of financial health related data, insights, and, information and resources 3) To promote the work of Global Center of Excellence of Financial Health Singapore as a central hub for financial health 4) To provide relevant and current information in an accessible and usable manner to targeted stakeholders - private sector, policy makers, donors, and governments <p>Audiences for the Website</p> <p>Global community and specifically, donors, policy makers, central banks and governments, and private sector organizations. E.g. USAID, UKAID, World Bank, UN agencies, IFC, Fintechs, commercial banks, Ministries, etc. to name a few.</p> <p>Scope of Work</p> <ol style="list-style-type: none"> 1. Develop financial health website with appealing user interface and ensure advanced functionalities to provide an optimal navigation and reading experience to the users. The design should allow regular improvements on look and features. 2. Ensure quality checks and technical maintenance of the platform to safeguard from running errors. 3. The selected agency is expected to work within the timeframe and finalize the website by incorporating the suggested revisions and feedback from UNCDF. 4. The agency is required to provide a practical user guideline and conduct internal training for UNCDF personnel on managing the platform including content upload, system maintenance and website administration. 5. Full source code including full back up shall be handed over to UNCDF upon completion of the contract. 6. Maintenance and technical support, quality control for a period of 1 year is expected. This might also require one-off development work to implement new features.
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List and Description of Expected Outputs to be Delivered	<p>1. Website Development:</p> <p>a) Site design:</p> <ul style="list-style-type: none"> • Attractive graphic layout and appealing web design (we understand web designs are very subjective, we expect the hired company to show-case their best elements in delivering a best suited website design options) • A design that allows regular improvements on look and features • Interactive and easy to use for both the viewers and administrator/moderator (both front and backend needs to be easy and user friendly) • Responsive and compatible to all mobile and handheld devices • Compatible with the latest versions of popular web browsers • A design that functions with the image bank available (UNCDF visuals as well as visuals from its partners) <p>b) Secured & Authenticated Web Access: Website should be secured through SSL Certificate. Security settings to be set at the highest possible level.</p> <p>c) Website Features: Should contain features such as the following (but not limited to just these) which should be managed from the CMS without code manipulation:</p> <ul style="list-style-type: none"> • Ensure a consistent visual language on the new site, ensuring consistency in fonts, formatting, icons, images, layout techniques throughout the site. • Date and time stamp should be available for all postings. • Should contain provision to display selected data, insights, papers, reports, etc. on financial health from external sites and resources. • Option to highlight upcoming events, challenges, etc. for a particular period (if and when happening) • Updates (new updates on websites, videos, documents, other material related to the recent updates should be highlighted in the website). • Provision for videos, photos and podcast upload. • Enable blogging feature for news/article updates, as well as comments feature. • Articles/posts can be scheduled/rescheduled and back posted. • Photos should be captionable in articles. • Support uploading and organizing of documents/publications, including large report documents and files. • Should have the option to download and print resources from the website.
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	<ul style="list-style-type: none"> • Should contain a provision to publish material (projects, updates, etc.) regarding challenges, living labs. • Provision for external partners to submit content for upload (publications, videos, dataset, etc.) on the website. • Support social media sharing and embedding. • Enable data backup feature. • And any additional feature deemed necessary during the analysis of platform structure, function detail and sitemap. <p>d) Sign-up: Provision for visitors to sign-up and subscribe for new updates related to financial health in the website. Email alerts for members (fortnightly, monthly, customized based on their preference of info / frequency) should be sent when new updates and resources are posted to the website.</p> <p>e) Integrate an effective and advanced search function. All aspects and areas of the website should be searchable and should have filtering options where relevant. “Search” function could be done by type of publication/guidance, type of resource, project, country and issue with specific criteria.</p> <p>f) E-learning platform: The site should also have a provision for e-learning. This feature will be active in the future as the project progresses and more content and resources are developed. The minimum viable product features for the e-learning will include:</p> <ol style="list-style-type: none"> i. Authorization and profile ii. Search iii. Progress dashboard iv. Course description v. Quizzes / Assessment vi. Admin panel <p>g) Content submission: The website should have a feature where external partners can submit documents for upload (publications, news articles, videos, dataset, etc.). The website should be able to receive files from external stakeholders who can fill-up a custom form embedded within the website to submit. Instant notification to website admin(s) after submission who can then decide to publish the submitted content on website or not.</p> <p>h) Domain name/URL: UNCDF will purchase and provide the domain name for the website to the website development agency.</p> <p>i) Financial wellbeing Calculation: Integration of a measurement tool that calculates financial wellbeing score of the website visitor. It will</p>
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	<p>host questions that need to be answered by respondents, the total response value is then calculated and according to the response value an associated financial wellbeing scale score is revealed.</p> <p>j) Content Management System (CMS): Integration with a Content Management System (CMS) - preferable Wordpress or Drupal or Joomla - based on the best user-friendly tools. The backend also needs to be user-friendly. Considering that the website will also host an online-learning platform LMS plugins might be required. Agency is expected to propose pros and cons of technology proposed.</p> <p>2. SEO</p> <p>The contracted web development company will ensure the search engine optimization.</p> <p>SEO work will include but not limited to:</p> <ul style="list-style-type: none"> • Keyword research & analysis • Site analysis • Competitive analysis • Site content optimization • HTML code optimization • Search Engine submission (free search engines) • Web ranking report <p>The contracted company will provide detailed report analyzing progress, trends and areas to be improved regularly. The reports should also include comprehensive and cumulative figures for downloads; as well as a competitor analysis.</p> <p>3. Web Hosting</p> <p>Vendor will provide hosting services during the development process and for 1 year after the website development.</p> <ul style="list-style-type: none"> • Zero downtime assurance • In case of any technical issues / error in the website, vendor will recover the website from the backup and assist in getting the website up and running • Daily/Weekly automated backup must be taken and provided to UNCDF upon end of the contract • Ample space on the server should be provided • If UNCDF decides to migrate the website to any other server / location / company, the agency will undertake responsibility for performing the migration
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4. Maintenance

The vendor will provide one-year maintenance after the website is launched and technical support for the website, as per the details below:

- **Trouble shooting:** In case site is down, any link is broken, any functionality not working properly, etc.
- **Technical Assistance:** In case Website needs to be moved from one server to another, any patch up-gradation on website or server, etc.
- **Web site updates:** The contracted web development company will assist with updates when the changes that have to be made are not possible from the CMS user interface. All required changes should be made as much as possible from the CMS user interface such as the website's functionality to add and customize features.
- **Remote support** for assistance in changing/editing/modifying modules, webpage via call or emails (if at all required).
- **Bug fixes** for any existing functionality.
- **Content uploading** whenever required.
- **Monitoring the server logs** to see most popular pages and downloads and generate regular reports.
- **Provide a user-guide** for the website and the CMS, complete with the most common troubleshooting guidelines.
- **Train** UNCDF key personnel on how to manage content on the new website.
- Any other support to maintain the website fully functional and running.

5. Source code handover

Full code and source files will be handed over to UNCDF on closing of the contract. The full backup maintained weekly throughout the year will also be delivered to UNCDF.

6. Process

The successful company will work closely with UNCDF team to develop the website.

- The vendor will participate in a debriefing session and other programme areas to understand the overall project and expectations.
- Based on the debriefing session and this TOR, the company will develop a design concept and site plan for the site.
- The company will adjust concept based on feedback and comments.

	<ul style="list-style-type: none"> • The company will develop visual concept and language for the site and adjust it based on feedback and comments from UNCDF team. • Development of new web sections/features (if required) and content upload. • Integration and final approval by UNCDF. • Test site before going live. <p>7. Other Considerations</p> <ul style="list-style-type: none"> • The web platform produced during this consultancy will be the sole property of UNCDF, and cannot be disseminated or published by the vendor without permission from the latter. • The contractor will observe confidentiality of information provided as part of the assignment and shall not divulge such information to others.
Person to Supervise the Work/Performance of the Service Provider	UNCDF's Knowledge Management Associate
Frequency of Reporting	Weekly
Progress Reporting Requirements	Weekly progress report with supervisor (conference call/video conferencing)
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	Website design and development: Maximum of 90 days Maintenance: 1 year from the date of the launch of the website
Target start date	3 August 2020 now pushed back to 10 August 2020
Latest completion date	Website design and development: 31 October 2020 Maintenance contract: 1 year from the date of the launch of the website
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNCDF (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																						
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars																						
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes																						
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNCDF 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 ³	Website development charges will be provided: <table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage from website development charges</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Sitemap and wireframe</td> <td>20%</td> <td>Week 3</td> <td rowspan="5"> Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Finalization of landing and inner pages artwork</td> <td>20%</td> <td>Week 6</td> </tr> <tr> <td>Testing and Launch of website</td> <td>30%</td> <td>Week 10</td> </tr> <tr> <td>SEO Optimization and source code handover</td> <td>20%</td> <td>Week 11</td> </tr> <tr> <td>User guide and training</td> <td>10%</td> <td>Week 12</td> </tr> </tbody> </table>			Outputs	Percentage from website development charges	Timing	Condition for Payment Release	Sitemap and wireframe	20%	Week 3	Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Finalization of landing and inner pages artwork	20%	Week 6	Testing and Launch of website	30%	Week 10	SEO Optimization and source code handover	20%	Week 11	User guide and training	10%	Week 12
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User guide and training	10%	Week 12																					

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

³ UNCDF preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNCDF shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNCDF, in the same amount as the payment advanced by UNCDF to the Service Provider.

	For website maintenance and upkeep:			
	Outputs	Percentage from maintenance charges	Timing (After the launch of website)	Condition for Payment Release
	Maintenance support on the website, 3 months after the launch of the website. Maintain weekly backup.	25%	Month 3	Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Maintenance support after 6 months from the launch of website. Maintain weekly backup. 6 months backup handover.	25%	Month 6	
	Maintenance support after 9 months from the launch of website. Maintain weekly backup.	25%	Month 9	
	Maintenance support after 1 year from the launch of website. All source code handover.	25%	Month 12	

	Maintain weekly backup. One year back up data handover.				
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Regional Technical Specialist - Asia				
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%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%) <input checked="" type="checkbox"/> Full acceptance of the UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.				
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm (20%) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (30%) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (20%)				
	<p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNCDF.</p> <p><u>Important:</u> Bidders must submit the technical proposal and the financial proposal in separate emails with the mandatory subject lines below: "Technical proposal - Financial Health Website ", and in a separate email "Financial proposal - Financial Health Website, DO NOT OPEN ".</p>				
UNCDF will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider				
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵				

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

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)⁶</p>	<p><i>TOH Ming Xuan</i> <i>Operations Associate</i> <i>Email: ming.xuan.toh@uncdf.org</i></p> <p>Any delay in UNCDF's response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information</p>	<p>Vendors are requested to submit their technical and financial proposal with:</p> <ul style="list-style-type: none"> a) Company Profile b) Clearly understanding the scope of work and services required from them c) Proposed methodology and detailed timeline with deliverables d) Proposed technology/CMS justifying the pros and cons of the technology/CMS proposed e) Proposed team and CVs of programmers and designers involved f) Detailed cost break-up as per activities g) Separate website development and maintenance services cost break-up h) List of sample websites developed

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

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

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

[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 UNCDF in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNCDF 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 UNCDF 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 UNCDF, indicating description of contract scope, contract duration, contract value, contract 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.

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ 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*

Website development price:

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Sitemap and wireframe	20%	
2	Finalization of landing and inner pages artwork	20%	
3	Testing and Launch of website	30%	
4	SEO Optimization and source code handover	20%	
5	User guide and training	10%	
	Total	100%	

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

Website maintenance and upkeep price:

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Maintenance support on the website, 3 months after the launch of the website. Maintain weekly backup	25%	
2	Maintenance support after 6 months from the launch of website. Maintain weekly backup. 6 months backup handover.	25%	
3	Maintenance support after 9 months from the launch of website. Maintain weekly backup.	25%	
4	Maintenance support after 1 year from the launch of website. All source code handover. Maintain weekly backup. One year back up data handover.	25%	
	Total	100%	

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]*

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

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 UNCDF.

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

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

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

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

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

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

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