



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: November 1, 2020
	REFERENCE: RBAS-RFQ-022/2020

Dear Sir / Madam:

We kindly request you to submit your quotation for Web Development & Designing Services_LAS Website, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before Monday **November 9, 2020 at 11:00 AM (Amman Time)**. For submitting Bids with all related documents and annexes to UNDP secured email:

proc.contract.rscjo@undp.org:

Quotations submitted by email must be limited to a maximum of 7MB, virus-free and no more than *[indicate number]* email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> All services required as described in Annex 1 must be provided to UNDP office
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Exact Address/es of Delivery Location/s (identify all, if multiple)	<input checked="" type="checkbox"/> At Contractor's Location <input checked="" type="checkbox"/> Others: virtual engagements, meetings, depending on travel clearances, LAS premises, Cairo, Egypt; Alexandria Maritime Academy
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	6 months from contract signature date
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency
Value Added Tax on Price Quotation ²	<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
After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of <input checked="" type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> A One Year Maintenance Agreement
Deadline for the Submission of Quotation	November 9, 2020 at 11:00 AM Amman time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>
Documents to be submitted ³	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company profile not more than 5 pages <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input checked="" type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input checked="" type="checkbox"/> Quality Certificates (ISO, if any <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

² This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

³ First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied (if any) ; <input checked="" type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others <i>[pls. specify as many as required]</i>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms ⁴	<input checked="" type="checkbox"/> Others: Upon satisfactory performance of services and receipt of duly certified invoice(s), the incurred cost shall be settled within 30 days (from the day our office receives the said invoice) via an Electronic Bank Fund Transfer (EFT) or Check (CHK).
Liquidated Damages	<input type="checkbox"/> N/A
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <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 Quotation.

⁴ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Technical Criteria for the Assessment of Quotations	Criteria	Compliance Yes: Compliant/Pass No: Non compliant/Fail
	1. company work experience in software and web applications development (at least 5 years)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	2. Compliant with All required scope of work all deliverables as stated under Annex 1.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	3. meet all qualification for key personals as per mentioned under Annex1	<input type="checkbox"/> Yes <input type="checkbox"/> No
	4. Proven professional working experience in web development technologies; and in delivering similar tasks, outputs, services for regional and/or international organization(s);	<input type="checkbox"/> Yes <input type="checkbox"/> No
	5. Provide list of CVs for all key personnel's	<input type="checkbox"/> Yes <input type="checkbox"/> No
	6. Submission of all mandatory documents as mentioned in the RFQ Comply with table 3 under Annex 2	<input type="checkbox"/> Yes <input type="checkbox"/> No
	7. Provide list of clients in the previous 5 years	<input type="checkbox"/> Yes <input type="checkbox"/> No
	8. Complete and submit Annex 2 (table 1, 2 and 3)	<input type="checkbox"/> Yes <input type="checkbox"/> No
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Suppliers</u>]</i>	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract Face Sheet	
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) Applicable Terms and Conditions are available at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html	
Special conditions of Contract	<input type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 10 working days for each request	
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements <input checked="" type="checkbox"/> Original invoice	

Annexes to this RFQ ⁵	<input checked="" type="checkbox"/> List of Requirements/Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> UNDP eTendering: User Guide for Bidders (ANNEX 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions(Annex 4): http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html <input type="checkbox"/> Others Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁶	<p><u>Primary Contact (sent email “TO”):</u> Diana Al-Shair Procurement Associate <u>Diana.alshair@undp.org</u></p> <p><u>Secondary Contact (Copied in the e-mail “Cc”):</u> Hanan AbuBaker Procurement Analyst <u>Hanan.abubaker@undp.org</u></p> <p>Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

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

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

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

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

⁵ Where the information is available in the web, a URL for the information may simply be provided.

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

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP indicated above - <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>.

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

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Huda Khattab
Operations Manager
01st November 2020

Technical Specifications/Terms of Reference

List of Requirements/Technical Specifications

TECHNOLOGY REQUIREMENTS

- Website upgraded and developpe using the updated technology;
- A complete CMS based on Model View Control;
- Website code along with the source-code of the proprietary CMS are to be fully delivered including all related 3rd party components (including acquired licenses). UNDP will have the full ownership of the source codes.

COPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED WORK

The selected vendor will work in close collaboration with UNDP and LAS teams to coordinate, design, develop and deliver updated / new version of the envisioned website. The final product should include, and not limited to, all available pages modified and enhanced, as well as newly introduced components and changes particularly new functions.

OVER ALL OBJECTIVE(S)

- A new modern design to make the LAS AEID website navigation more intuitive and more attractive, especially enhanced user satisfaction by improving the usability, accessibility, and pleasure provided in the interaction between the user and the Portal different modules;
- Develop the website new visual identity, information architecture/display of the website;
- Update the website code or develop a new one in order to implement the new look and feel and new/upscaled components;
- Modernize the technology behind the app especially the back-office technology/user experience for high speed data entry and sophisticated pages loading;
- Update and develop the content management system and database-driven features to reflect the new needed changes and manage the full content of the website;
- Optimize search engines operations and website fast responsiveness by users;
- Ensure proper handover by the production of the complete source code, all needed manuals for content management and others, including trainings;
- Revamp the whole backend experience. The team is facing lot of issues in the backend UX/UI and the current website CMS version needs to be enhanced to facilitate the ease of updating the full website content;
- Establish the role and rights system inside the backend in order to allow updating and approving specific content on each section of the frontend;
- Revamp the Front end UX/UI;
- Rework the document management service;
- Revamp the site map and hierarchy;
- Design more comprehensive and user-friendly services.

FRONTEND WORK

- Revamp the website home page design to make it more modern with an easy UX/UI experience;
- Homepage to be divided into two parts: the top is news and the bottom is events and meetings in addition to some modules (such as the calendar of events);
- Create a new design for the events section especially the way to list and display the events and their materials;
- Ability to specify the needed numbers and featured news as well as events to be displayed on the homepage. The old and other news and events shall be displayed automatically under the event/news inner pages;
- Revamp the slider section: propose new design and update the way to update the content of the slider: photos, text and order form the backend. Each new entry on the slider shall have a link to its correspondent inner page such as the event/conference. Fix the google search problem: once you search the website, the first name appears showing the last activity instead of the description of the website;
- Meeting/Workshop/Event entry and document management system: create a new module to manage the meetings and its records of specific units/teams of the AEID;

CONCEPT

- *Each meeting created will go live to the website, however some of its content / sections /documents will be private until the focal point with meeting admin role will decide to open them to public. This will help the internal discussion of the team and to update the documents/decisions before releasing them to the media.*
- *The meeting documents to be uploaded and attached to the meeting record with security on each document. Only specific users as approved by the meeting admin (focal point) or the system admin will grant any user the rights to see and upload document(s) to a specific meeting.*
- *A user can register with the LAS-aeid.org system. An advanced registration module shall be created and opened for specific users of country team members to register. all roles and rights will be managed by the system admin.*
- Revamp the main menu to make it more accessible. The idea is to change the user experience of the website to make it more simple and easy access to data published under the section (مناطق), committees and sub committees' sections. It is up to supplier and his designer to propose a new design for the main menu and to simplify it. The same applies to the menu inside the subpages. One of the recommendations is to make the menu as one table with all sub-pages appearing to user;
- Have a control on the order of the main and side menus;

- A New Calendar of events plugin: The supplier is required to create a new calendar of events module for the home page. This new module shall be more dynamic so that the event to be shown by simply pointing "mouse" on the date without having to click on the date and move to another page as it is now. And allow the addition of more than one event on the same date (day). When you click on the date a page appears that shows the event, its agenda and any documents that will be discussed (rights shall be taken into consideration);
- Increase the number of sites/useful links on the important links page to be 16 sites instead of current only 9. (List of sites/useful links will be circulated to the awarded developer);
- Ability to transfer website pages from one section to another using the content management tool. This change shall be reflected automatically on the website under the pages section and the menus. Example: such as moving services to be independent such as the Customs Union (transfer of technical committees listed under (PAFTA - Liberalization of Trade in Goods - Technical Committees) to become under the headline of PAFTA;
- Add the possibility that the page of studies and reports to be downloaded in multiple format such as PDF, PowerPoint, etc.;
- Install the share it tools under each page in order to permit sharing over social media;
- Install social media plugin to display accounts feeds from different sources such as Facebook, Twitter, etc.;
- Ability to create questionnaires: use one of the well-known questionnaires/survey systems to create dynamic questionnaire for each subject. Example: Under the main heading of the FTA, a subheading "National / Country Reports Questionnaire for FTA Implementation Follow-up" to be added. A facility of filling out and submit the questionnaire/s online to be added click Submit and add the sub-headings of the questionnaire with the names of the Arab countries After the filling out of the questionnaire. Check the possibility of having the feature of automatic collection for the information of the questionnaires sent;
- create discussion tool or use an existing one on different website pages (e.g. DISQUS) to allow different members with relevant access to discuss content. Enable rights and roles: a specified moderator shall be able to control what is displayed on the relevant pages;
- Create a forum for the website: Add a box in the main headings "exchange of experiences platform", that allows registrants from Arab countries to exchange views on various technical topics or publication of national studies have been prepared, and addition a search option, so that the specialist for each file is able to find the discussions on his/her related subjects;
- Replace "More information" by typing "committee meetings" , and when you click on the arrow to the left of the rectangle appear years, so that a certain year is pressed to show a page with all the meetings held in This year (the section on Economic and Social Council resolutions of the LAS Webpage can be used as a guidance);
- New design for footer;
- In the section on international cooperation, the page to be divided into two parts: the top "Current Programs" and the bottom "Previous Programs";
- Newsletter service at the bottom of the page does not work.

BACKEND WORK

- Revamp the whole backend experience. The team is facing lot of issues in the backend UX/UI and the current website CMS version needs to be enhanced to facilitate the ease of updating the full website content. In order to manage all the points mentioned under the front-end work section;
- Migration of all previously entered data in the old website based on the approved map and design;
- Make the site more secure and quick;
- Implement user rights and roles for different section;
- Implement a dedicated users backend space;
- Rework and enhance the document management system to reflect similar features to known systems functionalities such as Microsoft SharePoint.

MINIMUM BACKEND FEATURES

All website pages should be dynamic, and its content shall be controlled and updated from the CMS. The CMS features should include at least the following:

- ✓ Site structure management;
- ✓ Infinite navigation tree to manage the navigation of your pages providing an easy way to add, edit, or delete navigation nodes;
- ✓ Ability to easily link any navigation node to any content block;
- ✓ Ability to link any navigation node to any pre-defined template file;
- ✓ Ability to add, edit, delete or sort content blocks;
- ✓ Site Design: powerful WYSIWYG rich-text web editor to manage your content blocks;
- ✓ Content workflow and rules (editorial team): multiple levels of approval shall be included inside the workflow. The site administrator should have the ability to create arbitrary workflows and associate them with portal entities;
- ✓ Roles and permissions: Manage public users (members) and administrators- ability to create unlimited number of users, and granting each user the appropriate permission to add/edit specific components/modules content inside the portal. The CMS should have at least the following user types: Public user, Authenticated user, Editor, Site administrator and Global administrator – the Arab Knowledge team will agree with contractor on the needed approval levels;
- ✓ Simple document management system to assign documents to members;
- ✓ Security:
 - Password Policy: provides the ability to force users to set up their password according to predefined rules for complex passwords (more than 8 characters, contains special characters...);
 - The ability to disable the whole administration interface for the portal. If the administration account is compromised, nobody can damage the site through the administration;
 - Banned IP: the ability to prevent users with certain IP addresses from accessing or using your website;
 - E-mail confirmation: actions, such as a password reset or newsletter subscription, need approval via the given user's e-mail;
 - Flood protection: this feature prevents users from sending too many messages in modules such as Forums or Message boards within a short period of time;
 - Event Log: Every error inside the CMS should be logged into CMS event logger;

- CAPTCHA: Enable CAPTCHA for all Portal pages forms;
- URL Hashes: Enable URL hashing for all Portal pages;
- ✓ Content scheduling, publishing, archiving;
- ✓ Content versioning;
- ✓ Multi-language support;
- ✓ File and image uploading: Enforce the user to enter fields' such as alt for images or description to documents;
- ✓ Database integration;
- ✓ Extreme user-friendliness;
- ✓ Possibility to add AJAX driven interface;
- ✓ Familiar and rich authoring environment: spell checking in real time for input and text area,
- ✓ Ability to edit your content through the public interface of your site
- ✓ Cross-Browser compatibility: it should support the following browsers:
 - Chrome 7.0 and higher;
 - Safari 5.0 and higher;
 - Opera 9.5 and higher;
 - Firefox 3.0 and higher;
 - IE 11 and higher.
- ✓ Advanced navigation options for fast user interaction;
- ✓ Infinite levels of navigation to provide the desirable structure of your site;
- ✓ Resources Management;
- ✓ Access Control Management;
- ✓ CMS should contain a log file for all activities, entries, updates, etc. made by backend users; The administrator should be able to see the modifications and be able roll back or delete.

VISUAL DESIGN

Upgrading the website Look-and-Feel in line with the proposed visual identity, such that it includes developing the website layout, design, and content to reflect the authority's new vision. This shall include

- **Website sitemap and sketching:** The web programmer consultant shall create and deliver the sitemap and wireframes of pages to serve as a blueprint for the LAS-AEID website. During this process, all new and revamped key pages and modules inside the portal shall be taken into consideration while creating the sitemap, showing their relationship to each other and defining how the LAS-AEID overall navigation should be structured. LAS-AEID Wireframes shall be provided by the incumbent to highlight the recommended detailed view of the content that will appear on each page. It represents a guide for defining content hierarchy on the page.
- **Website template designs:** upon approval on the sitemap and wireframes, the incumbent shall create and deliver at up to 3 different responsive template design proposals. These templates shall include but not limited to the following elements: interface design – look and feel, colors, font sizes, pages (or sections) header and footers, pages titles, style sheets icons, buttons, tables, popup windows styles, all infographics icons, maps, charts or any graphic to be used inside the system in addition to any other related graphics and images. General template compatibility guide:
 - ✓ Chrome 7.0 and higher;
 - ✓ Safari 5.0 and higher;

- ✓ Opera 9.5 and higher;
 - ✓ Firefox 3.0 and higher;
 - ✓ IE 11 and higher;
 - ✓ All mobile browsers/OS;
 - ✓ All screen sizes in portrait and landscape layout.
- **LAS-AEID prototype:** upon approval on the selected template, the incumbent shall prepare the LAS-AEID Prototype: this will serve as an online like website using the template and guidelines defined in the LAS-AEID template design.

SEARCH ENGINE OPTIMIZATION

Search engine optimization activities would enhance the ranking of the website on the major search engines and facilitate the process for users to locate the website when they are searching for specific data.

On-Site optimization:

- Choose and apply keywords to site;
- Add a customized 404 error page;
- Submit xml sitemap;
- Use alt tags for images;
- Create unique, accurate, meaningful page titles;
- Place site map to all pages in the footer area;
- Place useful text on the home page and bold important keywords in site content;
- Use headers h1 and h2;
- Use Meta tags;
- URL rewriting (if possible);
- Use Hidden Div on the main page.

OFF-SITE OPTIMIZATION

It is very important to build up a solid linking strategy that will increase and improve the site awareness. This includes:

- Submit website to major business directories;
- Submit website to major search engines (webmaster);
- Submit website to social networking and bookmarking websites;
- Add social widgets.

DOCUMENTATION, TESTING, AND TRAINING

- Documentation: Comprehensive documentations including both technical and non-technical reports, and CMS manuals;
- Testing: The website is expected to be delivered bug-free and complying with the requirements;
- Training: A series of presentation/seminar should be conducted to guide UNDP and LAS technical teams;
- All deliverables shall be delivered in one original hard copy, two hard copies and one electronic soft copy, preferably in Microsoft Word format, where applicable.

MAINTENANCE SERVICES

Bidder shall delivery a defect-free software and shall provide a maintenance agreement/services including a warranty of the developed final product against any existing bug. The maintenance period / warranty should be valid for one year after the official signoff date agreed by both parties. This shall include helpdesk services and fixing any defection detected inside the product.

Maintenance shall include travel to Alexandria Maritime Academy are located and as much as necessary where the hosting servers in order to perform installation on the level of server configuration and installing the website, in order to make the website up and running.

ADDITIONAL NEEDS

- It is important to note that most of the portal content will constitute of dynamic pages including text, images, media, and graphs, as they will be updated on a daily/weekly/monthly basis. Hence, to allow for website update by the web-administrator(s), the Content Management System (CMS) should be extremely user-friendly. It should permit content scheduling, publishing and archiving and database integration;
- The administrator should be able to manage the whole structure and content of the site through a web-based administration interface providing advanced features to manage and update the site structure, create, organize, add, delete or sort pages, update, delete or edit content, and upload files of any type, images and media.
- At all times, the consultant should ensure that the deliverables are of high quality and meet these four criteria: Technical/statistical robustness, programmatic relevance, Integrity and quality of analysis, Gender and conflict sensitivity.

SUMMARY OF EXPECTED OUTPUT(S) AND DELIVERBALE(S)

- A final, fully operational, bug-free, version of the website complying with the requirements listed previously and in accordance with the proposed objectives and scope of this Procurement Notice / Terms of References (ToR);
- Handing over the complete source-code of the website as well as the CMS (if applicable). All source codes shall be under the sole ownership of UNDP including all third-party licenses;
- The Database including tables, views, stored procedures, etc.;
- Comprehensive documentations including both technical and non-technical reports;

SCHEDULE OF EXPECTED OUTPUT(S) AND DELIVERABLE(S)

<i>Deliverables/Outputs</i>	<i>Estimated Duration to Complete</i>	<i>Review and Approvals Required</i>
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Output 1: Present the new las-aeid.org prototype after approving the design	Within 20 calendar days from contract signature date	Dany WAZEN (Mr.), ICT Coordinator, and Quang LE (Mr.) Chief Technical Advisor (AEISD) regional project;
Output 2: LAS-aeid.org new enhanced website CMS in addition to old data migrated.	Up to 10 calendar days after satisfactory completion and submission of output (1)	
Output 3: LAS-aeid.org new enhanced website frontend developed and integrated with the new website	Up to 20 calendar days after satisfactory completion and submission of output (2)	
Output 4: Installation work of the final product on the LAS selected servers (Alexandria Maritime Academy) and delivery of product bug free after testing and data entry	Up to 20 calendar days after satisfactory completion and submission of output (3)	
Output (5): Conduct 5 training sessions on the use of the new CMS functionalities for both UNDP and LAS teams - (and any other personnel nominated by UNDP - at LAS premises. This includes designing, conducting, providing and submitting all technical training sessions, training materials, notes, handbooks, and /or a manual guidelines for the technical and data entry teams along with the handover activity report/note.	Up to 30 calendar days after satisfactory completion and submission of output (4)	

INSTITUTIONAL ARRANGEMENT

- The selected vendor is required to exhibit his or her full-time commitment with UNDP Regional Bureau for Arab States (RBAS);
- The selected vendor shall perform tasks under the general guidance and direct supervision of the UNDP-RBAS ICT Coordinator;
- The supervision will include approvals/acceptance of the outputs and deliverables as identified in the previous section;
- The selected vendor is expected to liaise and collaborate in the course of performing the work with other consultants, suppliers, stakeholders and UN colleagues;
- Periodical consultations with UNDP are expected throughout the duration of the assignment as considered appropriate to ensure consistency with UNDP expectations and standards and to monitor progress. In the event of any delay, the institution will inform UNDP promptly so that decisions and remedial action may be taken accordingly;
- UNDP will retain final editorial rights on the commissioned pieces. This include professional copyediting and translation into Arabic. Should UNDP deem it necessary, it reserves the right to commission additional inputs, reviews or revisions, as needed to ensure the quality and relevance of the work.

DURATION OF THE WORK

- The expected duration of the assignment is expected to be (100) calendar days – excluding an up to (25) calendar days [5 days for each one submitted output] required time for UNDP to review

submission for review, feedback or approval (as applicable) – extended throughout (6) calendar months from contract signature date.

DUTY STATION

- Home-based assignment. Consultations with UNDP and/or other stakeholders and beneficiaries will be held mostly via phone or virtually. UNDP reserve the rights to request members of the team to travel if considered necessary and when travel is allowed.

LANGUAGE REQUIREMENTS

- All discussion sessions, meetings, trainings and coaching sessions shall be presented in English.
- All requested deliverables and reports shall be written in English.

QUALIFICATIONS OF THE SUCCESSFUL BIDDER

I. WORK EXPERIENCE:

- At least 5 years of professional working experience in software-development;
- At least 5 years of professional working experience in web application development;
- Proven professional working experience in web development technologies; and in delivering similar tasks, outputs, services for regional and/or international organization(s);
- Previous working experience with the UN is an advantage ;

II. TECHNICAL EXPERTISE:

- Proven knowledge and professional working experience in Web programming languages;
- Proven knowledge and professional working experience in developing responsive web designs;
- Proven knowledge and professional working experience in developing interactive maps and data visualizations;
- Proven knowledge and professional working experience in programming software back office;
- Proven knowledge and professional working experience at least in one of the following design programs is required: (Visual Studio, Adobe Dreamweaver, HTML, DHTML, XML....);
- Extensive knowledge of Adobe Illustrator and Flash;
- Proven knowledge and professional working experience in Back-End Web development;
- Proven knowledge and professional working experience in Web frameworks is required; and
- Proven knowledge and professional working experience in Desktop Application development.

QUALIFICATIONS OF PERSONNEL ASSIGNED TO THIS ASSIGNMENT

I. Manager:

- Advanced University degree (Master's) in Information Technology (IT), Computer Science other relevant fields;
- At least 5 years of professional working experience in software-development;
- At least 5 years of professional working experience in web application development;
- Proven professional working experience in web development technologies; and in delivering similar tasks, outputs, services for regional and/or international organization(s);
- Language proficiency in both written and oral Arabic and English is required.

II. Coordinator:

- Advanced University degree (Master's) in Information Technology (IT), Computer Science other relevant fields;
- At least 3 years of professional working experience in software-development;
- At least 3 years of professional working experience in web application development;
- Proven professional working experience in web development technologies; and in delivering similar tasks, outputs, services for regional and/or international organization(s);
- Language proficiency in both written and oral Arabic and English is required.

III. Member (1):

- Bachelor's degree in Information Technology (IT), Computer Science other relevant fields;
- At least 5 years of professional working experience in software-development;
- At least 5 years of professional working experience in web application development;
- Proven professional working experience in web development technologies; and in delivering similar tasks, outputs, services for regional and/or international organization(s);
- Language proficiency in both written and oral Arabic and English is required.

IV. Member (2)

- Bachelor's degree in Information Technology (IT), Computer Science other relevant fields;
- At least 5 years of professional working experience in software-development;
- At least 5 years of professional working experience in web application development;
- Proven professional working experience in web development technologies; and in delivering similar tasks, outputs, services for regional and/or international organization(s);

PAYMENT TERMS/SCHEDULE OF PAYMENTS

All financial proposals to complete the services must be expressed in a Lump Sum amount, taking the following into consideration:

- The lump sum amount must be "all-inclusive"; breakdown to be provided for each deliverable;
- The contract price is fixed regardless of changes in the cost components.

<i>Deliverables/Outputs</i>	<i>Estimated Duration to Complete</i>	<i>Payment Terms/Schedule</i>
<u>Output 1:</u> Present the new las-aeid.org prototype after approving the design	Within 20 calendar days from contract signature date	After satisfactory completion of deliverable(s) (1-4) and submission of an invoice up to 70% of total contract amount.
<u>Output 2:</u> LAS-aeid.org new enhanced website CMS in addition to old data migrated.	Up to 10 calendar days after satisfactory completion and submission of output (1)	

Output 3: LAS-aeid.org new enhanced website frontend developed and integrated with the new website	Up to 20 calendar days after satisfactory completion and submission of output (2)	
Output 4: Installation work of the final product on the LAS selected servers (Alexandria Maritime Academy) and delivery of product bug free after testing and data entry	Up to 20 calendar days after satisfactory completion and submission of output (3)	
Output (5): Conduct 5 training sessions on the use of the new CMS functionalities for both UNDP and LAS teams - (and any other personnel nominated by UNDP - at LAS premises. This includes designing, conducting, providing and submitting all technical training sessions, training materials, notes, handbooks, and /or a manual guidelines for the technical and data entry teams along with the handover activity report/note.	Up to 30 calendar days after satisfactory completion and submission of output (4)	After satisfactory completion of deliverable (5) and submission of an invoice up to 30% of total contract amount.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RBAS-RFQ-022/2020**:

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

1.1 Breakdown of Cost by Components:

Description of Activity	Unit of Measure	Quantity	Unit Price	Total Price per Item
I. Personnel Costs				
1.1. Services from Home Office				
1.1.1 Expertise 1				
1.1.2 Expertise 2				
1.2. Services from Field Offices				
1.2.1 Expertise 1				
1.2.2 Expertise 2				
1.3. Services from Overseas				
1.3.1 Expertise 1				
1.3.2 Expertise 2				
II. Other Related Costs				
2.1. Travel Costs				
2.2. Daily Allowance				
2.3. Communications				
2.4. Reproduction				
2.5. Equipment Lease				
2.6. Others				

* UNDP reserves the right to commission less inputs, reviews or revisions, as needed such as utilizing just (01) round of office disinfecting/cleaning services and/or require less quantity of hand sanitizers without committing UNDP to settle total contract amount including and limited to any legal, financial or any other obligation.

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

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

TABLE 2 : Estimated Operating Costs (if applicable)**1.1 Breakdown of Cost by Deliverables***

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Amount <i>(USD)</i>
Total	100%	

*Basis for payment tranches

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Provide all mandatory documents			
Warranty and After-Sales Requirements - Technical support - One year maintenance Agreement			
Validity of Quotation (90 days):			
All Provisions of the UNDP General Terms and Conditions			
Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;			

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

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

[Designation]

[Date]

GENERAL TERMS AND CONDITIONS FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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