



REQUEST FOR QUOTATION (RFQ)
RFQ-TKM-018-2020

NAME & ADDRESS OF FIRM:	Date: November 20, 2020
	REFERENCE: Services of the company for the development of software IS "Statistical Business Register" for the State Committee of Turkmenistan on Statistics

Dear Sir/Madam:

United Nation Development Programme (UNDP) kindly requests you to submit your quotation for Services of the company for the development of software IS "Statistical Business Register" for the State Committee of Turkmenistan on Statistics. The technical specification is enclosed to this request for quotations in Annex 1. In the process of preparing the proposal, please refer to the form given in Annex 2.

Quotations may be submitted on or before 18:00 P.M. on **December 4, 2020**:

- ☒ *e-mail,*
- ☒ *facsimile or*
- ☒ *courier mail in a sealed envelope, titled «RFQ-TKM-018-2020» to the address below:*

United Nations Development Programme
UN Building, Archabil Ave, 21
Turkmenistan, Ashgabat,
E-mail: registry.tm@undp.org
Fax: (+99312) 488311

Quotations submitted by email must be limited to a maximum of 10 MB, virus-free and no more than 1 (one) 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 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 regarding the fulfillment of the conditions of this Tender.

Minimum Qualifying Criteria	<p>All items under this clause must be met as a minimum qualifying criteria:</p> <ul style="list-style-type: none"> - Prime Contractor must have Local Government permit to locate and operate in the Country; otherwise, international contractors shall associate with a local contractor with valid registration certificate from respective local authorities for relevant work category; and, - Certificate/s proving that the participating bidder has at least 3 years of practical experience in required area, as a prime contractor.
Joint Venture, Consortium or Association	<p>Neither the lead entity nor the member entities of any association (hereinafter referred to as “joint venture”) can:</p> <ol style="list-style-type: none"> 1) Submit another Bid, either in its own capacity; nor, 2) As a lead entity or a member entity for another joint venture submitting another Bid. <p>All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>Joint and several liability - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the UNDP for the execution of the project in accordance with the General and Special Conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the UNDP during the course of execution of the contract or due to no execution of the contract or part thereof.</p> <p>Duration of the Joint Venture Agreement -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.</p> <p>Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with local laws.</p>
National Partner of UNDP	<p>State statistics committee of Turkmenistan (Turkmenstat)</p> <p>Turkmenstat will, in turn, provide full assistance to the Contractor-Supplier in the development of software for the statistical business register by conducting interviews / discussions with relevant specialists, the necessary access to the building of Turkmenstat and its local units, including the necessary computer and server equipment.</p>
Exact delivery address:	<p>State statistics committee of Turkmenistan</p> <p>Address: Archabil Ave., 100, Ashgabat, Turkmenistan, 744000</p> <p>Telephone: (+99312) 940106</p>
Brief description of required services	<p>The purpose of this assignment is to develop software for the IS “Statistical Business Register”. The object of automation is the sphere of activity of the statistics bodies of Turkmenistan related to the registration of administrative and statistical units. In the process of automation, organizational measures will cover all participants in the process who carry out analysis and statistical observations of the economic activities of legal entities and individuals.</p> <p>For more details see Terms of Reference.</p>

Online pre-Bid conference will be held on:	<p>Time: 15 p.m. Date: 26 November 2020, Ashgabat time Zoom link: https://undp.zoom.us/j/89673071064</p> <p>The UNDP focal point for the arrangement is: Kristina Kalinka, PIU Assistant E-mail: kristina.kalinka@undp.org</p>
Deadline for the Submission of Quotation	Quotations must be submitted before 18:00 P.M. on December 04, 2020 (GMT/UTC + 05:00 hour)
Expected Contract Duration	150 calendar days from a date of contract signing.
UNDP will award to	<p>One contractor, depending on the following factors:</p> <ul style="list-style-type: none"> - Full compliance with the technical requirements and the minimum price; - Full package of required documents; <p>The supplier has the right to involve subcontractors located in the territory of Turkmenistan. In case of consortium/joint venture/sub-contracting with local contractors letter of intent is required with clear roles of each entity and how everyone will function as a team in project implementation; Note: after award an official joint venture agreement must be submitted (sample of an agreement is given in Annex 4);</p> <p>The main amount of software development work is performed by the Supplier (an international company). The local company provides support and implements support services (meetings with customers, collecting necessary information, organizing seminars, installing software and other works on the territory of Turkmenistan).</p>
Type of Contract to be Signed	Contract for procurement of services;
Quotation shall be in this language	<p>✓ Russian OR ✓ English</p>
Partial Quotes	<p>Not permitted</p> <p><u>The supplier must provide a price quote for full scope of this RFQ including both individual modules as a whole and for all software.</u></p> <p>The project is limited in financial resources. The choice of scope of work when awarding a contract will depend on the available budget.</p>
Period of Validity of Quotes starting the Submission Date	<p>✓ 60 days</p> <p>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 Vendor shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Advance payment after signing the contract	Not permitted
Preferred Currency of Quotation	<p>✓ For local companies in local currency: Turkmen manat ✓ For international companies: United States Dollar</p> <p>The contract will be concluded in the currency of the winning bidder's</p>

	offer itself
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes
After Sales Service/Warranty	<p>The warranty period will cover 12 months from the date of acceptance of products by UNDP.</p> <p>If, within 12 months after the start of using the software, any defects were found or they appeared during normal operation, the Supplier will repair the defect on site either by replacing or repairing it within 1 month.</p>
Documents to be submitted	<p>THE FOLLOWING DOCUMENTS HAVE TO BE INCLUDED IN THE OFFER:</p> <ul style="list-style-type: none"> ✓ Duly completed, signed by an authorized person, certified by the seal of the applicant's company, the Quotation Submission Form as per the sample given in Annex 2, in accordance with the list of requirements in Appendix 1; ✓ Duly completed, signed by an authorized person, certified by the seal of the applicant's company, the Technical and Financial Offer as per the sample given in Annex 3, in accordance with the list of requirements in Appendix 1; ✓ In case of consortium/joint venture/sub-contracting with local contractor LETTER OF INTENT is required with clear roles of each entity and how everyone will function as a team in project implementation; Note: after award an official joint venture agreement signed by contractor and sub-contractor must be submitted (sample of an agreement is given in Annex 4); ✓ Company Profile, which should not exceed (15) pages (<i>applies to the main contractor and its partners</i>) with confirmation the specialization, at least 3 years of practical experience of the bidder to carry out activities in the required direction. This should include information about the company with details (company name, address, contact details, etc.), as well as information about the founders and about co-ownership and founding or other direct / indirect interests in other companies. ✓ Certificate of Registration of the business with relevant permissions and licences (<i>applies to the prime contractor and its sub-contractor</i>); ✓ Proposed team composition and structure, as full time employment during the whole period of implementation, with recent CVs and the corresponding time-effort to be allocated for each milestone, expressed in number of working days per the following minimum requirements. CVs signed by the owners and a declaration of readiness of specialists who will be involved in the project; ✓ Portfolio: experience of the company and/or its key specialists in the execution of similar projects. Work experience must be at least 3 years; ✓ The service provider must provide a step-by-step concept and a scheme for the implementation of the tasks / methodology with a schedule of work (no more than 10 pages) for detailed information

	<p>Se. This should be reflected as part of Annex 3: Technical and Financial Offer;</p> <ul style="list-style-type: none"> ✓ The service provider must provide at least three references to certify the performance of similar work and quality of work (<i>applies to the prime contractor</i>). <p>In case if the Applicant does not submit all the documents listed, UNDP may reject the proposal. Not clearly formulated sentences can be considered as “not meeting the requirements” and, accordingly, will not be considered.</p>
Supplier Requirements	<p>The main amount of software development work is performed by the Supplier (an international company). The local company provides support and implements support services (meetings with customers, collecting necessary information, organizing seminars, installing software and other works on the territory of Turkmenistan).</p> <p>The Supplier must:</p> <ul style="list-style-type: none"> ✓ Develop and install the required software; ✓ The Supplier must form a Project team of employees to work with the Customer on this Project. Provide a list and resume of the Project team employees. ✓ The Supplier must assign a single coordinator for all modules (Project Manager) responsible for the Project, also: ✓ The Supplier is obliged to inform the Customer in advance of any changes in the composition of the Supplier's Project Team. And if a team member leaves, provide a replacement with an employee of the same qualifications. ✓ When dealing with user support tasks, there is a need to prioritize tasks for all types of user support. For each type of user support in the context of priorities, time frames for resolving incidents, processing service requests and requests for change are set. The processing of requests and requests should be prioritized based on the terms of the impact and urgency. ✓ To ensure the quality and efficiency of the purchased Services required by the Customer, the project team of a potential supplier must include: <ul style="list-style-type: none"> - At least 2 specialists: Backend developers with 3+ years of experience in developing web applications in the field of statistics using the following technologies: <ul style="list-style-type: none"> - Programming language Java8 and above - Angular, ActiveMQ, API, Git, Docker, Kubernetes - Apache HTTP Server, NGINX, WebLogic - PL / SQL, Oracle DBMS, PostgreSQL, MongoDB - SOAP / RESTFull services - At least 2 specialists: DBMS developers with experience of 3 years or more in the development of databases in the field of statistics using the following DBMS: <ul style="list-style-type: none"> - Oracle, PostgreSQL, MongoDB - At least 1 specialist: Frontend developer with at least 2 years of experience in developing web applications in the field of statistics using the following technologies:

	<ul style="list-style-type: none"> - Javascript, CSS, HTML - Apache HTTP Server, NGINX, WebLogic - SQL, NoSQL, XML, JSON, CSV - At least 1 specialist with experience in the field of state statistics. Experience in developing the methodology of statistical registers and introducing information systems into industrial operation for statistical purposes. - At least 1 specialist: analysts with at least 2 years of experience in the development of documentation in the field of information technology and similar fields. Experience in introducing statistical registers into industrial operation is welcome.
Payment terms	<ul style="list-style-type: none"> ✓ UNDP will pay the contractor 40% of the contract value after the development of functional and information models of the automated system. Information system design ✓ UNDP will pay the contractor 30% of the contract value after the development of a prototype of the system in demo mode for comments and recommendations for improvement ✓ UNDP will pay the contractor 20% of the contract value after demonstration to the customer of the work performed and preliminary testing of the system. ✓ UNDP will pay the contractor 10% of the contract value after the development of technical documentation and user training on how to operate the system. <p>The final payment schedule will be negotiated before the contract is awarded.</p> <p>Payment to local Suppliers / Contractors will be made in the national currency of Turkmenistan, foreign suppliers / contractors in US Dollars currency. Payment will be made by bank transfer to the bank account of the Supplier. Settlements between the contractor and the subcontractor are made on the basis of an agreement / contract between them.</p>
Terms of payment	<p>Payment is made upon the provision of the following documents within twenty (20) days from the date the following conditions are met:</p> <ul style="list-style-type: none"> - Written document on acceptance of UNDP stages; and - Receiving an invoice / invoice from the Service Provider for payment.
Liquidated Damages	<p>If the contractor fails to supply the specified goods within the period (s) stipulated in the Contract, UNDP, without prejudice to its other funds under the contract, can deduct from payments due to the Contractor, as liquidated damages, a sum equivalent to 0.1% of the contract total value for each delayed calendar day. Once the delay reaches the maximum limit - 10% of the contract value, UNDP may consider termination of the contract.</p>

Evaluation Criteria	<ul style="list-style-type: none"> ✓ Technical compliance/full compliance, including after-sales service, on-site installation, and minimum price; ✓ Compliance with the delivery time: 150 calendar days from the date of signing the contract; ✓ Minimum 3 years of previous experience in undertaking similar projects; ✓ Availability of registration documents and relevant licenses to fulfill the relevant obligations; ✓ Technical documentation and training materials are available in Russian language; ✓ Full acceptance of the General Terms and Conditions for the Basic Contracts for the supply of products / services.
Annexes to this RFQ	<ul style="list-style-type: none"> ✓ Appendix 1: Technical specification ✓ Appendix 2: Quotation Submission Form; ✓ Appendix 3: Form for submitting Supplier's technical and financial offer; ✓ Annex 4: Sample of JV Agreement; ✓ Annex 5: Typical contract for the supply of products / services; ✓ Annex 6: General Terms and Conditions for Contracts; <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Aygul Atabayeva Procurement Associate E-mail address: aygul.atabayeva@undp.org</p> <p>Any delay in responding to UNDP will not be the reason for extending the deadline for submission of proposals, unless UNDP determines that such an extension is necessary, and does not disclose a new deadline to those interested in submitting proposals by the supplier.</p>

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

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 5.

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/procurement/protest.shtml>.

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.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Aygul' followed by a stylized surname.

*Aygul Atabayeva,
Procurement Associate
20 November 2020*

TECHNICAL SPECIFICATION

The State Statistics Committee of Turkmenistan, with the support of the United Nations Development Program (“UNDP”), is hiring a software provider (hereinafter referred to as the “Executor”) to assist in automating the activities of the statistics bodies of Turkmenistan.

The object of automation is the sphere of activity of the statistics bodies of Turkmenistan related to the accounting of administrative and statistical units. In the process of automation, organizational measures will cover all participants in the process who carry out analysis and statistical observations of the economic activities of legal entities and individuals.

This Technical Specification provides the basic requirements for software development services for the IS “Statistical Business Register” (hereinafter referred to as the System).

GENERAL PROJECT INFORMATION

SUGGESTED WORK STAGES

Services within the framework of the creation of the IS "Statistical Business Register" (hereinafter IS SBR) should be provided in the following volume:

Name of work		Completion form
1.	Common tasks by component	-
	1) Development of functional and information models of the automated system	-
	Development of a functional model of the system	Functional model
	System information model development	Information model
	2) Designing an information system	-
	Designing database data objects	Created database schema
	User interface design User interface design	Developed user interface design
	System architecture design	Built system architecture
	3) Development of technical documentation	-
	Software Requirements Specification (SRS)	SRS
	Explanatory note to the techno-working project (EN)	EN
	User manual (UM)	UM
	Administrator's manual (AM)	AM
	Program and test procedure (PTP)	PTP
	General description of the system	Document
	Program text	Document
	Statement of the original holders	Statement
	System Installation Guide (SIG) (as required)	SIG
	4) Conducting a demonstration to the customer on the work performed	Demonstration protocol

	5) Carrying out preliminary tests of the system	Preliminary test report
	6) User training	Training protocol
2	IS "Statistical Business Register" (SBR):	
	Development and testing of modules:	-
	- Module 1	Module
	- Module 2	Module
	- Module 3	Module
	- Module 4	Module
	- Module 5	Module
	Software testing (after the development of new modules)	Test protocol
3	Provision of source code in electronic format	Source code files

IMPLEMENTATION TIME OF THE PROJECT

The timing of the implementation stages of the development of the System must comply with the following schedule.

Activities		Months				
		1	2	3	4	5
1	Development of functional and information models of the automated system					
2	Designing an information system					
3	Development of Technical Documentation					
4	Development of a prototype of the IS "Statistical Business Register"					
5	Data migration					
6	System Testing					
7	Modification of the System					
8	User training on working with the functionality of the System					

TERMS OF PAYMENT FOR PROJECT DELIVERY

Payment for the work performed is made in accordance with the table below.

Deliverables		Percentage of total contract amount	Payment terms	Payment Conditions
1	Development of functional and informational models of the automated	40%	After the acceptance of Deliverable # 1 in full	within twenty (20) days from the date of fulfillment of the following conditions: a) Written document on the acceptance of
	Information system design			
2	Development of a prototype system in demo mode to receive comments and recommendations for improvement	30%	After receiving Deliverable # 2 in full	

3	Conducting a demonstration to the customer on the work performed	20%	After receiving Deliverable # 3 in full	UNDP stages; and b) Receipt of an invoice from the Service Provider.
	System preliminary tests			
4	Development of technical documentation	10%	After receiving Deliverable # 4 in full	
	User training on working with the system functionality.			

CONTENT OF SERVICES AND REQUIREMENTS TO THE COMPOSITION OF WORKS

SCOPE OF WORK

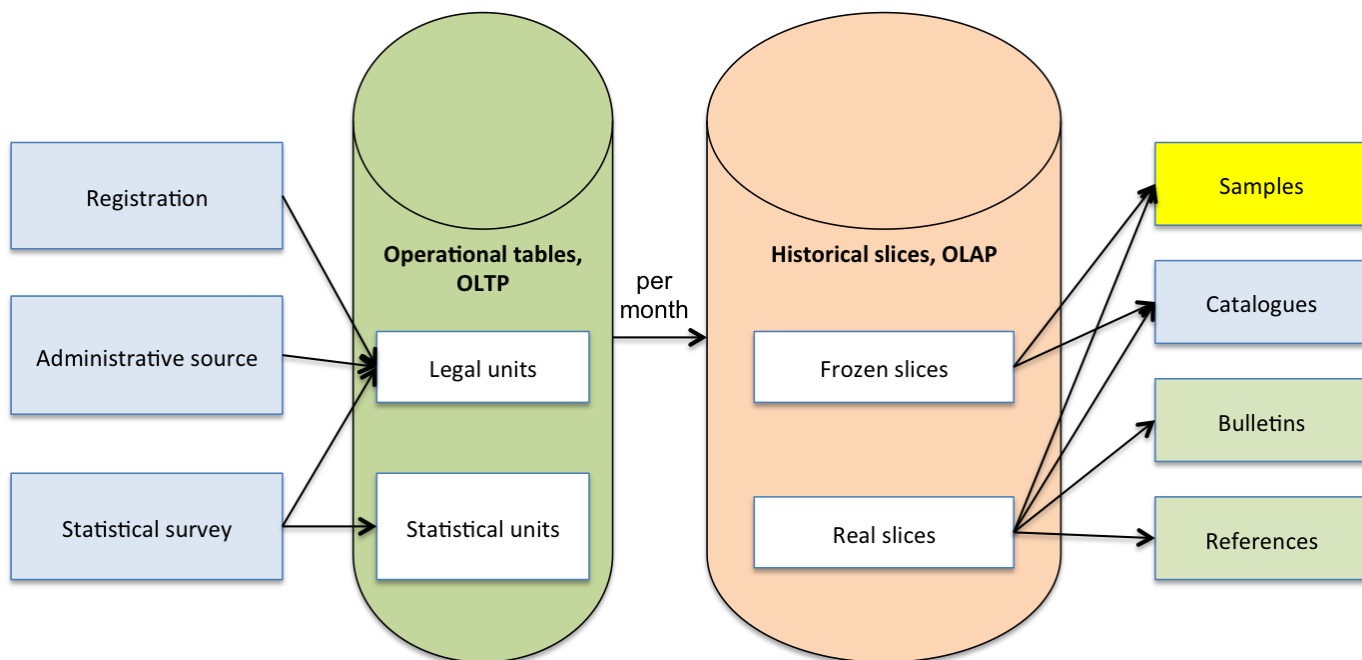
As part of the work, the information system "Statistical Business Register" is being created to introduce statistical accounting of legal entities registered in Turkmenistan.

The system is created in order to improve the efficiency of the production of statistical data in the field of national statistics:

- organization of effective statistical monitoring of the economic activities of legal entities and individuals;
- increasing the efficiency and efficiency of collecting statistical information.
- increasing the reliability of information;
- increasing the efficiency of the analysis of the economic activity of legal entities and individuals;
- the possibility of wide publication and dissemination of statistical information;
- ensuring a unified information space and information compatibility of state information resources on the basis of the mandatory use of identification of objects of statistical accounting in them;
- to provide various categories of users with timely and convenient access to the accumulated and current information;
- ensure the protection of information from unauthorized editing and access.

TECHNOLOGY OF INTRODUCTION OF SBR

The technology for introducing the Statistical Business Register must correspond to the following drawing.



ARCHITECTURAL SOLUTION

The system architecture should provide:

- Ability to scale infrastructure;
- Information security of the developed solution, including in terms of integration with the Customer's systems in the future;
- Comfortable and maximally simplified access of internal users of the Customer to the means of configuration, monitoring and administration of the system;
- High degree of availability of all modules of the system.

GENERAL REQUIREMENTS

- All proposed software and hardware solutions must be scalable in terms of the number of users, the volume of stored data, the intensity of data exchange, the speed of data processing, the range of services provided, methods of providing access, etc.
- The model of data and information flows within the project should provide for the ability to work with large amounts of data, without any technical or organizational changes;
- Access to the System must be from all territorial subdivisions of the State Committee of Turkmenistan on Statistics included in the System Perimeter;
- The system must have an intuitive and user-friendly interface, have Format-Logic Control (FLC) functions;
- When developing the project, the architecture requirements described in Section 7 of this document must be taken into account
- After development, software testing should be carried out.
- Based on the results of the work carried out on the development of the System, the Supplier shall develop operational documentation.
- The Supplier must train users to work with the functionality of the System, in accordance with

the list of employees agreed with the Customer.

- The supplier must provide the Customer with the source program codes for the developed information system "Statistical Business Register".

Language support requirement.

The system should be cross-lingual, since the main goal of the entire project is related to the national level. The default system language will be Turkmen and Russian. Considering the further development, moderation of the system in the next stages, the system must be smart enough to integrate other languages and alphabets.

Requirement for technical documentation.

- The Supplier must develop technical documentation for the Information System indicating a set of requirements for the automation object, conditions and procedure for accepting work;
- An information flow scheme should be developed and included in the Technical Documentation;
- An architecture should be developed, reflecting the following procedures:
 - 1) Updating service directories, which are the basis for updating the Statistical Business Register;
 - 2) Interaction with the territorial divisions of the State Committee of Turkmenistan on Statistics, including:
 - primary input of information;
 - selection of required register data;
 - filtering, standardization, cleaning and reconciliation of data;
 - loading information into the System.
 - 3) Prompt and high-quality formation of standard reporting forms;
 - 4) Prompt and high-quality information service for analytical queries.

The system is considered as a single whole, as an environment that ensures the implementation of production and technological processes for working with the Register.

Data migration requirement.

- The supplier must determine the list of loaded historical data, loading depth (period), sequence (stages) of loading;
- Loading of historical data should be carried out in accordance with the agreed list of loaded data;
- The result of the download should be reflected in the download log, and the user is given the opportunity to fix the errors found during the migration.

Requirement for architecture.

- The system should ensure the collective work of users in real time;
- Windows XP / Vista / 7/8/10, provided by the Customer, must be used as client operating systems;
- The client part of the System should be a web application, which should equally be accessed using such web browsers as:
 - o Microsoft Internet Explorer 8 or higher;
 - o Mozilla Firefox 30 or higher;
 - o Opera 9 or higher;
 - o Google Chrome 20 or higher.

- The Project shall use a mail server for e-mail notifications. The mail server must be Microsoft Exchange Server 2007/2010/2013;

Scalability requirement.

- All software and hardware solutions proposed within the framework of the Project must be scalable in terms of the number of users, the volume of stored data, the intensity of data exchange, the speed of data processing, the range of services provided, methods of providing access, etc.
- The architecture of the solution should provide for the possibility of further expanding the functionality and increasing performance, without any additional changes or improvements;
- The model of data and information flows should provide for the ability to work with large amounts of data, without any technical or organizational changes;
- In order to ensure functional scalability, the software of the System should be created on the basis of an open architecture based on open technological standards;
- The system should be developed according to the component principle, i.e. assume replacement of software components independently of each other.
- Each subsequent version of the System should allow to use the data and information accumulated within the framework of previous versions in full and without any restrictions.

Requirement for modes of operation.

- Server hardware and software of the System, as well as the whole complex of technical means, must operate around the clock in the mode (7x24), with breaks for scheduled maintenance.
- The client software and technical means of users and the system administrator must be available for use around the clock in the mode (7x24), except for interruptions of the server part for scheduled maintenance.

Requirement for the safety of information in case of accidents.

In emergency situations, the System should provide:

- data safety;
- completion of current transactions and data integrity;
- the ability to shutdown all components of the System without violating the integrity.

Information security requirement.

- Information security of the Project should allow the use of mechanisms that provide automation of the mode of restricting access to reading and (or) editing in relation to individual modules.
- The project must provide:
 - o Providing access to the System only after the user has been identified using a login and password;
 - o Differentiation of access rights by user categories;
 - o Audit (recording) of each case of user logging into the system or attempts to do so by guessing passwords;
 - o Logging (logging) of user actions that led to data changes;
 - o Use of encryption of information transmitted between the client (web browser) and the server of the system using SSL / HTTPS protocols.

o The used feature of the secure data transfer protocol SSL should allow, as only the use of server authentication; and two-way (with a client certificate).

FUNCTIONAL REQUIREMENTS

The system should include the following functional modules:

- Module for input / correction of primary information;
- Module for generating catalogs for statistical surveys with various qualification requirements;
- Data slicing module;
- Module for generating non-standard output forms (samples);
- The module for registering users and granting / differentiating access rights to information and functions of the System;

Module for input / correction of primary information

The following set of functions should be implemented in this module:

- input of primary information and correction of erroneously entered data;
- control of assignment of attributes;
- creation of statistical units;
- viewing a selection of required register data;
- printing of the statistical map of the enterprise.

Module for generating catalogs for statistical surveys with various qualification requirements

The module should generate the following types of catalogs:

1. An individual catalog should be designed for a specific statistical observation and used in complexes for processing statistical forms.
2. The industry catalog should be designed to account for changes found when working with the statistical forms of respondents (for example, changes in the type of activity, dimension and other classification and administrative attributes).

The catalogs of the surveyed units should be formed in accordance with the Table of orders for catalogs. The catalog order table should contain the following:

- Index of statistical forms;
- Frequency;
- Unit type (legal and statistical units)
- Sign of sample survey;
- Classification signs of registered units;
- Date of data cut from the Statistical Business Register;
- Date of the catalog formation;
- Additional terms.

Data slicing module

The System should use the following types of data storage:

- operational tables;
- historical slices.

Operational tables are the latest factual data on legal and statistical units. In this case, by the main attributes it is necessary to see the "history", i.e. the previous values of the attributes and the

events that led to their change. Operational tables are used to enter and correct information, as well as to create statistical units.

Historical slices contain data on legal and statistical units at a certain point in time (at the beginning of each month and year) and are used to analyze time series, disseminate data, generate bulletins, samples, catalogs, and various references.

A frozen slice is a truncated copy of the Statistical Business Register database, with a specified number of classification attributes by statistical unit, and is used to generate catalogs.

A real slice is a truncated copy of the Statistical Business Register database, with a certain number of classification attributes by legal unit, and is used to form pivot tables based on the Statistical Business Register.

The module for the formation of non-standard output forms (samples)

- Functionality for editing and setting according to reference books and their values should be created in the SBR.
- The input data in the SBR will be data from a real slice.
- Editing and settings according to reference books to form an order for a certain period of the real cut. Editing columns of selections to form a non-standard list.
- The output information will be the unloading of the standard and non-standard data list according to the specified conditions in the EXCEL format.

User registration module and granting / differentiating access rights to information and functions of the System

The module for registering users and granting / delimiting access rights to information and functions of the System must ensure the implementation of the following components:

- creating a user account;
- temporary blocking of the user account;
- creating a role;
- differentiation of user access to information resources based on role-based management.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail
Legal name of bidder or Lead entity for JVs	Click or tap here to enter text.
Legal Address, City, Country	Click or tap here to enter text.
Website	Click or tap here to enter text.
Year of Registration	Click or tap here to enter text.
Legal structure	Choose an item.
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

such issues (<i>If yes, provide a Copy</i>)	
Is your company a member of the UN Global Compact	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.
Previous relevant experience: 3 contracts	
Name of previous contracts	Client & Reference Contact Details including e-mail Contract Value Period of activity Types of activities undertaken

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract, and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability, and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ ;has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the United Nations Supplier Code of Conduct : https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential, or perceived Conflict of Interest in submitting this Quote or entering a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred,

Yes	No	
		sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- a brief methodology, approach and implementation plan;
- team composition and CVs of required personnel

Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference your technical offer. The lump sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

Currency of Quotation: Click or tap here to enter text.

Ref	Description of Deliverables	Percentage of the total contract amount	Price
1.	Development of functional and information models of the automated system; Information system design.	40%	
2.	Development of a prototype system in demo mode to receive comments and recommendations for improvement.	30%	
3.	Demonstration to the customer on the work performed; Conducting preliminary tests of the system.	20%	
4.	Development of technical documentation; User training on working with the system functionality.	10%	
	TOTAL & FINAL ALL-INCLUSIVE AMOUNT	100%	

Cost breakdown by information system module:

Ref	IS Modules	All inclusive price
1.	Module 1	
2.	Module 2	
3.	Module ...	
4.		
	TOTAL & FINAL ALL-INCLUSIVE AMOUNT	100%

Breakdown of Fees

Personnel / other elements	UO M	Qty	Unit Price	Total Price
Personnel				
e.g. Project Manager/Team Leader	day			
Other expenses				
International flights				
Subsistence allowance				
Local Transportation				
Communication				
Other Costs: (please specify)				
TOTAL & FINAL ALL-INCLUSIVE AMOUNT			

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter - offer
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

<p><i>Exact name and address of company</i></p> <p>Company Name Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address:</p>	<p>Authorized Signature: _____</p> <p>_____</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>
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This Joint Venture Agreement (the “Agreement”) dated and effective as of Month 00, 2020 (the “Effective Date”), is entered into by [name of prime contractor], a company duly organized and existing under the laws of the[Country] with its legal address at (“Party A”), and [name of partner], a company duly organized and existing under the laws of the[Country] with its legal address at (“Party B”) (collectively the "Parties"), in accordance with the ... [Turkmenistan] Agreement Law and other relevant [Turkmenistan] laws and regulations for the purpose of executing the project of RFQ..., (the “Project”).

WITNESSETH

WHEREAS Party A and Party B had submitted a bid to *supply water pipes and all complementary materials to include all works necessary for the successful operation of gravity line*, as per the Statement of Work not attached hereto but known to and in the possession of both Parties for the benefit of the Water Department Authority (hereinafter referred to as the “End User,” through the United Nations Development Programme (UNDP), hereinafter referred to as the “Purchaser;” and

WHEREAS the Purchaser agreed to enter into a contractual agreement (the “Contract”) with the Joint Venture of and

NOW, THEREFORE, Party A and Party B has mutually accepted to formulate an official Agreement to respond the request of the Purchaser.

The Parties agree as follows:

Clause 1

Object of this Joint Venture Agreement (JVA):

The object of this JVA is to identify the roles and responsibilities and obligations of both Parties towards the execution of the Contract.

Clause 2

Commitments of Party B:

Party B agrees to provide the following services as its obligations towards the Contract:

2.1 Participates in the design;

2.2 Party B designs, manufactures, factory tests in the presence of Party A, the Purchaser and the End User, installs, commissions provides guidance for installation and commissioning by experienced engineer(s) to be sent to site until equipments work well; at the site of the Project, the following commodities:

-
-
- Materials ..., as per the Purchaser specifications and the offer submitted by Party A and Party B; and

All as described in the Purchaser BoQ, technical specifications, tender book, clarifications, confirmations and commitments, exchanged later on, up to the date of this Agreement and the offer submitted by Party A and Party B attached hereto as Annex I, which shall be dealt as essential part of this Agreement for the materials and services purchased from Party B to Party A.

2.3 Party B provides technical training for the personnel of the End User in its factory during routine and factory acceptance testing and on site on installation, operation, debugging and maintenance of the equipment during installation, testing and commissioning phase, and as stated in the training schedule.

2.4 Party B participates in the maintenance during the 12 months warranty period, provides quick response to notices of after sale service through its product manager or special engineer.

Clause 3

Commitments of Party A:

Party A agrees to provide the following services as its obligations towards the Contract:

3.1 Party A is the Leader of the Joint Venture and authorized to sign, respond, receive all payments associated with the Contract to the bank account announced by Party A, and deal directly with the Purchaser on behalf of the Parties, on all matters relating to this Contract such as, but not limited to administrative, technical, financial, all contractual obligations, claims, disputes.

3.2 Party A has the full, exclusive and complete authority and discretion in the management and control of the Contract and shall make all decisions affecting the Contract. As such, any action shall constitute the act of, and serve to bind, the Joint Venture.

3.3 Party A transports the Commodity from FOB to the final destination in

3.4 Party A performs all the necessary civil works,

3.5 Party A provides support in installation, training and commissioning.

3.6 Party A coordinates the maintenance works with Party B during warranty period and filter the faults that do not need the personnel of Party B to come to site.

Clause 4

Prices:

The prices are agreed as indicated in the BoQ signed between Party A and Party B; no additions, alterations will be added to the prices except if there will be changes in the scope "Supply of materials or services," between Parties A and B and agreed by both of them.

The unit and total prices shall include all the commitments of Party B stated in Clause No. 2

Clause 5

Payment:

Usually, after the order has been confirmed, Party A shall open a confirmed irrevocable L/C in favor of Party B. Party A shall also notify Party B immediately after L/C is opened, so that Party B can get prepared for delivery.

Clause 6

Support:

Party B provides full and unlimited technical support to Party A during design, manufacturing, testing, installation, commissioning, and maintenance stages of this Project. This support includes the presence of Party B experts during training, installation and commissioning stages and by remote and at site technical support during maintenance if requested by Party A.

Clause 7

Time Frame:

The time frame of this Project is one hundred fifty (150) calendar days from the Effective Date of Contract signature with the Purchaser. Both Parties agree to complete this Project within the stipulated timeframe. This requires that Party B in a period not exceeding the from the date of official order issued by Party A.

Clause 8

Applicable Law:

The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, Turkmenistan.

Clause 9

Settlement of Disputes:

9.1 Party A and Party B shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract .

9.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Party A or Party B may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

Clause 10

Liquidated Damages:

If Party B fails to deliver any or all the goods or services described in the BoQ or described under the commodities and commitments within the period specified in this JVA then Party A without prejudice to all its other remedies under the Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% per week from the total value of this Agreement.

Clause 12

Warranty:

The warranty period for the materials and works supplied by Party B will be for 12 months from date of commissioning. Party B also warrants that the materials are new and of the most recent models.

Both Parties have read, understand, and signed this agreement

Party A

Party B

[Name of the Leader of the joint Venture]

[name of contractor/manufacturer]

ANNEX 5: SAMPLE OF CONTRACT FOR GOODS AND/OR SERVICES

Contract for Goods and/or Services

Between the United Nations Development Programme and [insert name of the Contractor]

1. Country Where Goods Will be Delivered and/or Services Will be Provided:	
2. UNDP <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. Contract Reference (e.g. Contract Award Number):	
4. Long Term Agreement: <input type="checkbox"/> [Yes] <input type="checkbox"/> [No] [indicate as appropriate]	
5. Subject Matter of the Contract: <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. Type of Services:	
7. Contract Starting Date:	8. Contract Ending Date:
9. Total Contract Amount: [insert currency and amount in figures and words] 9a. Advance Payment: [insert currency and amount in figures and words or indicate “not applicable”]	
10. Total Value of Goods and/or Services: <input type="checkbox"/> below US\$50,000 (Services only) – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> below US\$50,000 (Goods <i>or</i> Goods and Services) – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> equal to or above US\$50,000 (Goods <i>and/or</i> Services) – UNDP General Terms and Conditions for Contracts apply	
11. Payment Method: <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. Contractor’s Name: Address: Country of incorporation: Website:	
13. Contractor’s Contact Person’s Name: Title: Address: Telephone number: Fax: Email:	
14. UNDP Contact Person’s Name: Title: Address: Telephone number: Fax: Email:	

15. Contractor's Bank Account to which payments will be transferred: Beneficiary: Account name: Account number: Bank name: Bank address: Bank SWIFT Code: Bank Code: Routing instructions for payments:
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This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor's Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

GENERAL TERMS AND CONDITIONS FOR CONTRACT

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who,

while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the

Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by

UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for

the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the

use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not

less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by 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.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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*,

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

18.2 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 18, the Recipient may disclose Information to:

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

18.2.2 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:

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

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

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in

accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the

Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of

UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 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

23.1, 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. 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”) and Article 34 (“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.

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

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall

comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.