REQUEST FOR QUOTATION FOR LOW-VALUE GOODS

DATE: 12/03/2021

SUBJECT: Request for Quotation for Supply of physical process simulation software for ENIAC.

REF: RFQ/014/21

DEADLINE: 26/03/2021

PAGES: 16

Dear Sirs,

We kindly request that you provide a quotation for the goods described below.

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>ITEM DESCRIPTION</th>
<th>UOM</th>
<th>Q-TY</th>
<th>PRICE IN [CURRENCY] (EXCLUSIVE OF VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software package: &quot;high-level language and interactive environment for programming, numerical calculations and visualization of results&quot;(^1) Perpetual Individual license (including free 12 months of software update and technical support)</td>
<td>Pieces</td>
<td>1</td>
<td>Unit Price</td>
</tr>
</tbody>
</table>

Technical specifications:
Software package shall provide proprietary multi-paradigm programming language (M-language) and numeric computing environment for Data analysis, implementation of algorithms, creation of user interfaces.

Software package shall include ready-to-use tools for:
- Information input:
  - From various types of file formats: images, audio, text files, Excel tables, scientific formats (CDF / netCDF), XML, low-level input at the level of Bytes/characters,

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\(^1\) Hereinafter referred to as "Software"
working with Big Data and other formats.
  o Data receipt and transmission via TCP/IP, receiving data from web services (for example, FTP)
  o Receiving and transmitting data via serial port
In case of necessity, the Software package shall be able to expand via integrating with ready tools for connection with control and measurement devices made by KeySight, National Instruments, Tektronix, Rohde&Schwarz etc. Symbolic Math Toolbox, Optimization Toolbox, Curve Fitting Toolbox Signal Processing Toolbox and other.
  • Mathematical account:
    o Linear algebra
    o Basic statistical analysis
    o Differentiation and Integration
    o Fourier transform
  • 2D and 3D graphics, animation, and rendering
  • Programming:
    o Object-oriented programming (OOP)
    o Debugging
    o Performance analysis, profiling
    o Unit testing
    o Interfaces to Java, Python, C/C++, .NET
Creation of graphical user interfaces (GUI) and creation of applications for exchange with other users.

<table>
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<tr>
<th>2</th>
<th>Software package for extension of <strong>Software</strong> Perpetual Individual license (including free 12 months of software update and technical support)</th>
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<td>Package shall function as an extension of <strong>Software</strong> while having the right tools for the creation of autonomous applications based on the programs developed in the <strong>Software</strong>. In addition, Package shall ensure the <strong>Software</strong>-based program exchange as a separate application. Package shall also be capable of</td>
</tr>
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</table>
automatically package the applications created in **Software** into an independent application, C or C++ libraries, or software components such as Java classes, .NET assemblies, or Excel add-ins for use in other applications.

Package shall comply with the following technical specifications:

- Converting M-code, graphics and interface into independent applications that do not require the presence of the **Software** platform for execution
- Ability to create and distribute independent applications, components, and libraries
- The availability of mechanism, enabling the use of functions of Software in the user applications, created in other programming languages.
- Ability to encrypt the **Software** code to protect it from viewing or editing

<table>
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</table>
- Capability of calculating and "fitting" the probability distribution.
- Capability of linear and non-linear modeling.
- Capability of Multivariate statistical data analysis.
- Capability of conducting analysis of variance (ANOVA).
- Capability of testing hypotheses.
- Capability of building statistical graphs.

<table>
<thead>
<tr>
<th>Total Prices of the license:</th>
</tr>
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<tbody>
<tr>
<td><strong>Installation/configuration</strong>: 72, 1&lt;sup&gt;st&lt;/sup&gt; Bodomzor yuli str. Tashkent, 100052, Republic of Uzbekistan;</td>
</tr>
<tr>
<td><strong>Training</strong>: For three user via any online platform (Zoom, Skype etc.) or offline for at least 3 consecutive days;</td>
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<tr>
<td><strong>Other charges (specify)</strong>:</td>
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<tr>
<td><strong>VAT (if applicable for local companies registered as VAT payers in territory of Uzbekistan)</strong></td>
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**Total All-Inclusive Bid Price**

Notes:
1. The bidders must quote genuine, branded products. UNDP may conduct post-delivery inspection at its sole discretion.
2. Sample of all items to be submitted with the bid response (as applicable).
3. Price to include installation/configuration/testing/training.
4. Site survey will be arranged on request (as applicable).
5. Brochures and Technical details of the model offered MUST be submitted with the bid offer (as applicable).
6. Minimum technical characteristics for hardware shall be included into offer.

The UNDP General Terms and Conditions are an integral part of this RFQ and should be reviewed by all bidders.


In submitting a quotation, bidders expressly accept to be bound by these General Terms and Conditions.

Any Purchase Order resulting from this process shall incorporate them in full.

Please submit your quotation by completing the right column of the form below:

<table>
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<tr>
<th>Validity of Offer:</th>
<th>Bidder’s Response</th>
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<tbody>
<tr>
<td>☒ 60 days</td>
<td>□ Yes ☐ No ☐ Please explain in case of “No”: __________________________</td>
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<tr>
<td>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</td>
<td></td>
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| Warranty Period Offered (as applicable): | ☐ Yes |
| Warranty on all goods for a minimum period of 12 consecutive months; | ☐ No  
☐ Please explain in case of “No”: _____________________ |
| --- | --- |
| Description of Warranty Coverage (as applicable):  
☒ Software update and technical support; | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| Description of After Sales Service (as applicable):  
☒ Technical Support | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| Delivery Terms (linked to INCOTERMS 2010):  
☒ Software delivery must be carried out in a boxed version on physical media, complete with documentation.  
☒ Delivery address: Tashkent, Uzbekistan. | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| Customs clearance, if needed, shall be done by UNDP for Foreign Suppliers (Company registered outside Uzbekistan) | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| Payment Terms:  
**To Local Supplier (Company registered in Uzbekistan):**  
☒ To be paid in Uzbek Soums (UZS): 100% payment will be paid in Uzbek Sums (UZS) by bank transfer to the Supplier’s account after delivery and acceptance of goods by UNDP. | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| **To Foreign Suppliers (Company registered outside Uzbekistan):**  
☒ To be paid in US Dollars (USD): 100% payment will be by bank transfer to the Supplier’s account after delivery and acceptance of goods by UNDP; | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| Value Added Tax on Price Quotation:  
☒ Must be inclusive of VAT for local companies registered in Uzbekistan (if registered as VAT payer);  
☒ Must be exclusive of VAT for foreign companies registered outside of Uzbekistan | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| All documentations, including catalogs, instructions and operating manuals, shall be in:  
☒ English  
☒ Russian | ☐ Yes  
☐ No  
☐ Please explain in case of “No”: _____________________ |
| Bids and supporting documents in other than English or Russian languages must have translated into above either language version. | ☐ Accept |

2 Must be linked to INCOTERMS chosen.
Will be imposed under the following conditions:
- Penalty will be applied as percentage of contract price per day of delay: 0.1%, but up to maximum 20% of total contract value
- Next course of action: penalty and termination of contract and return of advance payment if applicable

Please confirm that your company is not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;

Please confirm that you accept the UN Supplier Code of Conduct, available at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct

Please confirm that you accept Special Conditions for Software Licenses as per Annex I

Bidder’s Declaration

<table>
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<tr>
<th>Yes</th>
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Yes | No
---|---
☐ | ☐ **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, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.

☐ | ☐ **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.

☐ | ☐ **Offer Validity Period:** I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.

☐ | ☐ 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.

☐ | ☐ 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.

**Technical compliance of the offered software:**

<table>
<thead>
<tr>
<th>Description / Specifications of Goods (required by UNDP)</th>
<th>Description / Specifications of Goods (offered by Supplier)³</th>
</tr>
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</table>
| Software package: "high-level language and interactive environment for programming, numerical calculations and visualization of results"⁴ Perpetual Individual license (including free 12 months of software update and technical support) | **Please indicate features of the offered products**
**Please indicate for the offered goods:**
Name: ____________________
Developer: ____________________
Country of origin: ____________________ |

Software package shall provide proprietary multi-paradigm programming language (M-language) and numeric computing environment for Data analysis, implementation of algorithms, creation of user interfaces.

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³ Please provide description of offered product, model and brand name, that must meet minimum technical specifications provided in Annex 1 above
⁴ Hereinafter referred to as “Software”
Software package shall include ready-to-use tools for:

- **Information input:**
  - From various types of file formats: images, audio, text files, Excel tables, scientific formats (CDF / netCDF), XML, low-level input at the level of Bytes/characters, working with Big Data and other formats.
  - Data receipt and transmission via TCP / IP, receiving data from web services (for example, FTP)
  - Receiving and transmitting data via serial port

In case of necessity, the Software package shall be able to expand via integrating with ready tools for connection with control and measurement devices made by KeySight, National Instruments, Tektronix, Rohde&Schwarz etc. Symbolic Math Toolbox, Optimization Toolbox, Curve Fitting Toolbox Signal Processing Toolbox and other.

- **Mathematical account:**
  - Linear algebra
  - Basic statistical analysis
  - Differentiation and Integration
  - Fourier transform

- **2D and 3D graphics, animation, and rendering**

- **Programming:**
  - Object-oriented programming (OOP)
  - Debugging
  - Performance analysis, profiling
  - Unit testing
  - Interfaces to Java, Python, C / C++, .NET

Creation of graphical user interfaces (GUI) and creation of applications for exchange with other users.

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**Software package for extension of Software**

**Perpetual Individual license (including free 12 months of software update and technical support)**

**Technical specifications:**

Package shall function as an extension of Software while having the right tools for the creation of autonomous applications based on the programs developed in the Software. In addition, Package shall ensure the Software-based program exchange as a separate application. Package shall also be capable of automatically package the applications created in
**Software** into an independent application, C or C++ libraries, or software components such as Java classes, .NET assemblies, or Excel add-ins for use in other applications.

Package shall comply with the following technical specifications:

- Converting M-code, graphics and interface into independent applications that do not require the presence of the **Software** platform for execution
- Ability to create and distribute independent applications, components, and libraries
- The availability of mechanism, enabling the use of functions of **Software** in the user applications, created in other programming languages.

Ability to encrypt the **Software** code to protect it from viewing or editing

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Package shall function as an extension of **Software** while having a library of algorithms and tools for organizing, analyzing, and modeling data. Package shall have the necessary functions to use regression or classification to solve predictive modeling problems, create random numbers for the Monte Carlo method, use statistical graphs for exploratory data analysis and perform hypothesis testing.

Package shall comply with the following technical specifications:

- Capability of calculating and "fitting" the probability distribution.
- Capability of linear and non-linear modeling.
- Capability of Multivariate statistical data analysis.
- Capability of conducting analysis of variance (ANOVA).
- Capability of testing hypotheses.

Capability of building statistical graphs.
We request your duly signed and sealed price quotation in a company letterhead and additional details as outlined, latest by 18.00 (GMT 5+), on or before 26 March 2021.

You may deliver physically in a sealed envelope to the United Nations Building, 4, Taras Shevchenko street, Tashkent 100029, Uzbekistan.

Alternatively, you may submit it electronically in .pdf format to bids.uz@undp.org. Quotation submitted by e-mail must be limited to a maximum size of 10 MB, virus-free and consist of no more than 3 email transmissions. Otherwise, such quotations will be rejected.

Your bid should contain the following reference either on the envelope or email subject:

**RFQ/014/21 – Supply of physical process simulation software for ENIAC**

Please follow these instructions and be mindful of deadlines. Bids submitted through other means or to other addresses will not be accepted.

UNDP will consider an award to the quotation which complies with all requirements in full and offers the lowest price. UNDP reserves the right to conduct post qualification exercise by requesting additional documents/clarifications/information if deemed necessary.

Any offer that does not meet requirements shall be rejected. UNDP is under no obligation to accept any bid.

Any request for additional information or queries must be sent/addressed to Procurement Unit three business days prior to the deadline in writing to pu.uz@undp.org.

Yours Sincerely,

Procurement Unit

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5 Quotations submitted to other e-mail addresses will not be accepted and will be rejected.

6 Quotations that do not contain the specified subject or reference to the tender number in the subject line of e-mail message or on the envelope will not be opened and will be rejected.
1. DEFINITIONS

1.1. “Data” means all information, whether in oral or written (including electronic) form, created by, collected, compiled or in any way originating with UNDP and/or the End-User (if the End-User is not UNDP), in the course of using and/or configuring the Software and the Services.

1.2. “Documentation” means all technical publications relating to the Software, such as reference, user, installation, systems administrator and technical guidelines, training materials, and all other information and documentation to be delivered by the Contractor to UNDP hereunder, as further specified in the Terms of Reference.

1.3. “Effective Date” means the date set forth in the Face Sheet.

1.4. “End-User” means Centre of Hydrometeorological Service of the Republic of Uzbekistan.

1.5. “Services” means the technical support, installation and training to be provided by Contractor to or for the benefit of UNDP (and/or, as the case may be, the End-User if the End-User is not UNDP) hereunder as further specified in the Terms of Reference.

1.6. “Software” means all or any portion of the computer software programs and related Source Code to such software procured under this Contract and any subsequent amendments that may be added in the future. The term Software also includes any Updates, modifications and enhancements to the foregoing.

1.7. “Source Code” shall mean the source code to the Software and its Updates and to any modifications and enhancements to the foregoing.


1.10. “Updates” shall mean those subsequent releases and upgrades of current releases of the Software and Documentation which are generally made available to licensees of the Software which are similarly situated to UNDP.

2. SOFTWARE SYSTEMS
2.1. The Software shall consist of a fully integrated set of computer software programs, which shall be the latest version of the Software that Contractor has made available to its customers as of the time of installation of the Software in accordance with this Contract.

2.2. The Software shall allow UNDP (and/or, as the case may be, the End-User, if the End-User is not UNDP) to achieve the purposes for which the Software is procured, as further specified in the Terms of Reference.

3. LICENSE

3.1. The Contractor grants UNDP a perpetual nontransferable, license to use the Software and the Documentation for the purposes specified in the Terms of Reference, Uzbekistan, and subject to the limitations contained in this Contract.

3.2. The right to use the Software granted under this Contract shall include, among others, the right to (i) provide authorized users access to the Software from various remote locations; (ii) modify or merge the Software with other software, and use such modified or merged software; (iii) make, modify and use an unlimited number of copies of the Documentation; and (iv) make a reasonable number of copies of the Software for testing, archival and backup purposes; and (v) [Business Unit to add any other applicable use not included here].

3.3. Within 10 (ten) days after the Effective Date of this Contract, the Contractor shall provide UNDP with the number of copies of the Software in a readable format as specified in the Terms of Reference, and shall provide UNDP with an equal number of copies of the Documentation.

3.4. The Contractor acknowledges and agrees that the Software and the Services are procured by UNDP for the ultimate benefit of the End-User. The Contractor hereby expressly grants UNDP a non-revocable authorization to transfer the use of and sublicense the Software (including the Documentation) to the End-User, if the End User is not UNDP, in accordance with the terms of this Contract. The terms of such sublicense shall be in accordance with the terms of the license granted to UNDP under this Contract. The Contractor acknowledges and agrees that in the event that the license is transferred to an End-User that is not UNDP under this Article 3.4, UNDP shall not be responsible for the use of such license by the End-User, its employees, agents, contractors and/or representatives.

4. LICENSE LIMITATION

4.1. UNDP shall not:

(a) Access or use any portion of the Software not expressly licensed and paid hereunder;
(b) Cause or permit decompilation or reverse assembly of all or any portion of the Software, except as permitted by applicable law or this Contract;
(c) Delete, fail to reproduce or modify any copyright, trademark or other proprietary rights notices which appear on or in the Software or Documentation; nor
(d) Sublicense, relicense, or lease the Software or any portion thereof, for third party use, except as expressly authorized in this Contract.

5. ACCEPTANCE OF THE SOFTWARE

5.1. For a period of fifteen (15) days after the installation of the Software (“Acceptance Period”), UNDP shall have the opportunity to load and run the Software in order to test that all Software licensed pursuant to this Contract operates substantially in accordance with the Contract Documents. UNDP shall provide to the Contractor a description of any deviation from the Contract Documents (“Deviation List”) prior to the expiration of the Acceptance Period in
accordance with the notice requirements set forth in this Contract. Upon receipt of such notice, the Contractor shall have thirty (30) days to cure any such deviation listed on the Deviation List such that the Software operates in accordance with the Documentation (“Cure Period”).

5.2. Notwithstanding the foregoing, any deviation that occurs as a result of UNDP (and/or, as the case may be, the End-User, if the End-User is not UNDP) (i) not adhering to the guidelines and recommendations contained in the Licensor’s written guidelines provided hereunder; (ii) not having CPU capacity which is sufficient to run all of the Software loaded thereon, except where the Contractor has represented that CPU capacity would be sufficient to run the Software; (iii) modifying the Software or the database on which it was designed to run in a manner inconsistent with this Contract; or (iv) not using workstations that meet minimal standards set for the workstation configuration provided hereunder, will not be considered deviations for purposes of the non-acceptance of the Software.

5.3. In the event that: (i) UNDP provides notice to the Contractor that it has accepted the Software; or (ii) the Acceptance Period expires without UNDP providing the Contractor a Deviation List; or (iii) the Contractor is not able to reproduce any of the alleged deviations cited on the Deviation List; or (iv) the Contractor cures the deviations cited on the Deviation List within the applicable cure period, UNDP shall be deemed to have accepted the Software (“Acceptance”). If Acceptance has not occurred by the final day of the Cure Period (“Final Date”), UNDP, at its sole discretion, may postpone the final date for Acceptance. Otherwise, UNDP shall have the option of terminating the license for the Software pursuant to this Contract.

5.4. Software licensed pursuant to this Contract that fails to reach Acceptance may be terminated by UNDP by doing the following, on or before the Final Date: (i) providing notice of such decision to the Contractor; and (ii) uninstalling and returning all copies of the concerned Software and Documentation, at the cost of the Contractor. Immediately upon receipt of such Software by the Contractor, the Contractor shall return to UNDP any license fees paid for such Software.

6. WARRANTIES

6.1. In addition to the warranties set forth in Article 11.5 (Warranties) of the General Conditions, the Contractor warrants the following:

(a) The Software as delivered shall be free from defects, and, under normal use, the Software will perform in accordance with the Documentation; provided that UNDP uses the software in accordance with the guidance issued by the Contractor;

(b) The Documentation is accurate and conforms to the requirements of this Contract and corresponds to the functions of the Software;

(c) (i) The Contractor has full power and authority to grant the rights granted to UNDP under this Contract with respect to the Software, (ii) neither the performance of any Services or obligations by the Contractor in accordance with this Contract nor the license granted hereunder to use the Software and Documentation will in any way constitute an infringement or other violation of any rights of any third party, and that (iii) there is currently no actual or threatened violation of such right by Licensor.

(d) All Services to be provided by the Contractor hereunder shall (i) be performed in a timely and professional manner, (ii) by qualified professional personnel, (iii) shall conform to the standards generally observed in the industry for similar services, and (iv) be sufficient to enable the Software to perform in accordance with the specifications.

(e) The Software shall not contain any computer code (i) intentionally or unintentionally designed to disrupt, disable, harm, or otherwise impede in any manner the operation of the Software, or any associated software, firmware, hardware, computer system or network
(sometimes referred to as viruses or worms), (ii) that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding the authorized number of copies, or advancement to a particular date, or (iii) that would permit the Contractor to access the Software to cause such disablement or impairment, or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such Software to cease functioning or to damage or corrupt data, storage media, software, equipment or communications, or otherwise interfere with operations.

(f) The storage media on which the Software is furnished will be free from defects under normal use for a period of thirty (30) days, commencing on the delivery date of the Software.

6.2. In case of a breach of the warranties hereunder, the Contractor shall:

(a) For Services, at the option of UNDP: (i) re-perform the Services which were not as warranted at no additional charge to UNDP, or (ii) promptly refund the fees paid to the Contractor for the Services which were not as warranted; and

(b) For Software, at the sole discretion of UNDP: (i) repair or replace the nonconforming Software within a commercially reasonable time period of receiving notice from UNDP of such nonconformance, or (ii) refund the amounts paid by UNDP for the nonconforming Software or Software module immediately upon return of the Software, and promptly execute with UNDP an amendment to the Contract for the nonconforming Software pursuant to which the license is terminated for the Software or Software module for which UNDP is receiving a refund.

6.3. The Contractor will pass through to UNDP, to the fullest extent possible, the warranties from the Contractor’s licensors as they relate to third party software, if any.

6.4. UNDP shall be entitled to transfer all warranties provided under this Contract to the End-User (if the End-User is not UNDP) under the same terms and conditions set forth hereunder.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Contractor retains exclusive ownership of all intellectual property rights on the Software, including the Source Code and the Documentation. If UNDP creates an enhancement, modification or alteration to the Software or the Source Code that remains after the Software, Documentation and the physical media on which they are contained have been separated out from the enhancements, modifications or alterations (“UNDP Application”), UNDP shall have the intellectual property rights over the UNDP Application. UNDP does not acquire any rights, express or implied, in the Software and Documentation, except as specified herein.

7.2. The Contractor acknowledges and agrees that UNDP, an/or, as the case may be, the End-User if the End-User is not UNDP, retains full ownership and all intellectual property rights on the Data. The Contractor shall have no rights on the Data.

8. EXPORT CONTROL

8.1. Without prejudice to Article 11.10 (Export License) of the General Conditions, the Parties acknowledge that the Software may be subject to export control laws and regulations. As used in this Article, the term “Controlled Material” means (a) the Software, any Updates, Documentation and (b) any related proprietary information of the Contractor. The term “Controlled Material” does not include UNDP Applications to the extent that UNDP Applications do not contain the Software.

8.2. Pursuant to Article II, Section 7(b) of the UN Convention, the United Nations, including its subsidiary organs such as UNDP, is exempt from customs duties and prohibitions and restrictions on exports in respect of articles imported or exported by the United Nations, including its subsidiary organs, for its official use. Accordingly, in light of the exemptions from export
restrictions to which UNDP is entitled pursuant to the UN Convention, and without otherwise limiting or derogating from the privileges and immunities and exemptions of the United Nations, including its subsidiary organs, pursuant to the UN Convention, UNDP agrees and warrants that:

8.2.1 UNDP shall comply with all export control laws and regulations to the extent that such export control laws and regulations are applicable to UNDP;

8.2.2 UNDP shall not directly or indirectly export or transmit any Controlled Material to any country, at any time and in any manner, which would violate export control laws and regulations, to the extent that such export control laws and regulations are applicable to UNDP;

8.2.3 UNDP shall not export or re-export any Controlled Material other than for its official use; and

8.2.4 UNDP shall cooperate with the Contractor to determine a mutually acceptable solution should any Governmental authority fail to recognize the UNDP’s exemption from export restrictions set forth in the UN Convention.

9. INFORMATION SECURITY STANDARDS

9.1 While performing its obligations under the contract, the Contractor shall comply with UNDP policy on Information Security, System Acquisition, Development and maintenance Standards available at Information Security in System Acquisition, Development, and Maintenance Standards.