



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

United Nations Development Program 50 th Anniversary str,3 Baku, Azerbaijan	DATE: 13.06.2019
	REFERENCE: Preparation of curriculum and module teaching materials for short-term courses for Ganja State VE Center on Industry and Technology under the "Modernizing Vocational Education and Training (VET) Centers in Azerbaijan" EU grant programme. № RFP VET GANJA II 2019

Dear Sir / Madam:

We kindly request you to submit a Proposal on providing assistance with preparation of curriculums for Vocational Education Training (VET) schools for industry sector within the Project on "Modernizing Vocational Education and Training (VET) Centers in Azerbaijan".

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

The proposal must be submitted on or before **18:00 (by local time) on the 27 June 2019**, via email to the address below:

To: procurement.aze@undp.org

Subject: Preparation of curriculum and module teaching materials for selected VET schools. The proposal should be signed and stamped.

The Proposer is required to prepare Financial Proposal in a password protected file separate from the Technical Proposal. The passwords to financial document shall not be provided if not officially requested by UNDP.

Your Proposal must be submitted in **English** and must be valid for a minimum period of **90 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the above address on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

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

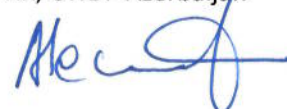
UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Alessandro Fracassetti,

RR, UNDP Azerbaijan



Annex 1

Description of Requirements

<p>Context of the Requirement</p>	<p>The overall objective of the EU funded “Modernizing Vocational Education and Training (VET) Centres in Azerbaijan” project is to contribute to the modernization of the vocational education and training system in Azerbaijan, enhancing quality, equality, relevance and access in line with European standards and practices. The project output is to improve quality of education for increasing attractiveness of VET in Ganja city and neighboring regions, as well as increase employability among the youth.</p> <p>“Support to the establishment of Regional Industrial VET Competence Centre in Ganja”</p> <p>The specific objective of this action is to improve quality of education to increase attractiveness of VET in Ganja city and neighboring regions, as well as to adjust vocational education to the requirements of the industry. This specific objective will be achieved through strengthening the operational capacities of the Ganja State Vocational Education Centre on Industry and Technology to convert it to a modern Regional VET Competence Centre meeting labor needs of the industry.</p> <p>a. Objective of the assignment</p> <p>Projects intend to prepare short-term education programmes and teaching materials for industry and manufacture sectors in the VET schools for technicians, agencies and students by incorporating science and local knowledge and reflecting the technical, cultural, political, economic and environmental context of industry for selected pilot VE Center located in Ganja.</p> <p>The local company/institution will work under the overall guidance of the Project Manager, Project VET Coordinator and will dual reporting responsibilities to the Project Manager and when necessary the Project Board and UNDP.</p> <p>The local company/institution will closely liaise its activities with the Ministry of Education and State Agency on Vocational Education (State VE Agency):</p>
<p>Brief Description of the Required Services</p>	<p>It is envisaged that the selected service provider will undertake the following work:</p> <p>“Support to the establishment of Regional Industrial VET Competence Centre in Ganja”</p> <p>Three main directions are prioritized based on close collaboration with the State</p>

	<p>VET Agency.</p> <ol style="list-style-type: none"> 1) Development of 5 curricula and adaptation of 5 existing curricula (10 curriculums in total) 2) Development of teaching modules on 5 new occupations and adaptation of existing teachings materials 3) Dissemination seminars¹ <p><i>The selected occupations are:</i></p> <ol style="list-style-type: none"> 1. Repairer, Locksmith, Plumbing (adaptation) 2. HVAC (Air Conditioner Repairer) - (adaptation) 3. HVAC (Heating Repairer) - (adaptation) 4. Electricity (adaptation) 5. Seamstress or sewing specialist (adaptation) 6. Computer operator (development) 7. Welder (development) 8. Operator accountant (development) 9. The bus driver (development) 10. Washing machine and dishwasher repairer (development) <p><i>This will include inter alia:</i></p> <ul style="list-style-type: none"> — To develop and adopt short-term (3 or 6 months) education program (curriculum) in accordance with the theoretical and practical teaching researchers in VET schools in Ganja; — To develop and adopt modular training materials on selected occupation — To prepare and adopt of evaluation framework for the prepared modules/ curricula; — To provide Training of trainers (to providers) under the prepared education programme and module teaching materials — Conducting of seminars/events (to providers) in order to disseminate information about the developed education programme and modules
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¹ Three trainings will be organized for stakeholders and partners. Each training will cover the prioritized directions and continue 3 days, including field trips and practical trainings with at least 15 participants in each. The training content will be agreed with the project, partners and other interested parties after the finalization of the curriculums. All logistical services (training venue, meal and etc.) will be provided by the UNDP projects. The logistical aspects should not be included into the financial proposal.

	<p>— Provide master classes under developed and adopted module training materials</p> <p>Note 1: <i>Training and workshop will be organized in Baku/Ganja, if necessary in other regions. Several trips to the pilot rayons are considered. The total number of days to be spent in the regions including trainings is not more than 15 days.</i></p> <p>Note 2: <i>The contracted company is taking the responsibility with the approval of the prepared curriculums and module teaching materials with the relevant government organization/agencies.</i></p>
<p>List and Description of Expected Outputs to be Delivered</p>	<p>It is envisaged that the selected service provider will submit the following deliverables:</p> <p>All the reports, proposal etc. should be sent in electronic form (Microsoft Word and PDF and, if applicable, other relevant formats) in Azerbaijani and English (reports will be submitted in English, curriculums and module teaching materials in Azerbaijani Language).</p> <p>The following deliverables are expected:</p> <p>The assignment is planned to start on June, 2019 and continue to November, 2019. The total number of expected consultancy days is 120 days in total which at least 15 days of in-country work are expected (travels to the different regions of Azerbaijan).</p> <p>Supposed place of work is Baku, Azerbaijan, UNDP office, Ganja and surrounding regions (Dashkesen, Mingechaur, and Goy Gol).</p> <ol style="list-style-type: none"> 1. Short-term education programs (curriculum) in accordance with the theoretical and practical teaching researchers in VET Center in Ganja for above mentioned occupations; preparation of evaluation framework for the prepared curriculum 2. Teaching modules on selected occupation in industry (Learning outcomes) including competence units and assessment criteria indicated under the objective of this assignment; 3. To provide Training of trainers (to providers) and master class trainings under the prepared education programme and module teaching materials <p>for more details on deliverables, please see attached ToR as Annex 4</p>
<p>Person to Supervise the Work/Performanc</p>	<p>Project Manager, Lead VET coordinator and Programme Supervisor</p>

e of the Service Provider	
Frequency of Reporting	Based upon deliverables (Company/institution will submit final products as a last deliverable)
Progress Reporting Requirements	Final deliverables/products shall be submitted and approved by the Project Manager and Project Director appointed by the Ministry of Education
Location of work	Baku, Ganja and neighboring regions of Azerbaijan, as indicated in the ToR
Expected duration of work	July, 2019- November, 2019
Target start date	July, 2019
Latest completion date	November, 2019
Travels Expected	Travel to Ganja and neighboring regions
Special Security Requirements	None
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<i>All expenses within related to venue, food, accommodation, transport for training participants will be covered by UNDP. Company is taking full responsibility for logistical arrangements (meeting with local authorities, stakeholders and beneficiaries and expenses of all experts hired by the company itself</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	✓ Required
Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required

Currency of Proposal	✓ United States Dollars		
Value Added Tax on Price Proposal	✓ must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	✓ 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	✓ Not permitted		
Payment Terms	The payment will be done to the Company after successful completion of deliverable with possibilities for maximum 15% of advance payment.		
	Deliverables	Percentage	Timing
	Short-term education programs (curriculum) in accordance with the theoretical and practical teaching researchers in VET Center in Ganja for above mentioned occupations; preparation of evaluation framework for the prepared curriculum	35 %	July 30, 2019
	Teaching modules on selected occupation in industry (Learning outcomes) including competence units and assessment criteria indicated under the objective of this assignment;	35 %	September 20, 2019
To provide Training of trainers (to providers) and master class trainings under the	30%	November 20, 2019	
	Within fifteen (15) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.		

	prepared education programme and module teaching materials			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager			
Type of Contract to be Signed	<ul style="list-style-type: none"> ✓ Purchase Order ✓ Contract for Professional Services 			
Criteria for Contract Award	<ul style="list-style-type: none"> ✓ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution, for details see ToR attached as an annex 4) ✓ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. 			
Criteria for the Assessment of Proposal	Please see the TOR.			
UNDP will award the contract to:	<ul style="list-style-type: none"> ✓ One or and only one Service Providers, depending on the following factors: Technically and financially responsive offers 			
Annexes to this RFP	<ul style="list-style-type: none"> ✓ Form for Submission of Proposal (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3) ✓ Detailed TOR (Annex 4) 			

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p><i>Eltekin Omarov</i> <i>Project Manager</i> <i>To: <u>eltekin.omarov@undp.org</u></i> <i>Cc to</i> <i>Cc: <u>procurement.aze@undp.org</u></i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information <i>[pls. specify]</i></p>	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[Insert: Location].

[Insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

The company/institution should provide:

- Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
- Technical proposal, methodological approach to work

X Financial proposal, password protected

X Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder

X Certificate of Registration of the business

X Solid working experience in the education sector, preferably development of teaching materials, organizing of short and long term courses

X Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country

X Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any

X Statement of Satisfactory Performance at least from the Top two Clients in terms of Contract Value the past 2013-2018.

X List of proposed Personnel and their Resumes that show capacity and performance of the minimum requirements;

X List of Bank References (Name of Bank, Location, Contact Person and Contact Details)

X All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

X Acceptance of General Terms Conditions;

X Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List

X VAT excluded from the financial offer

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;

b) CVs demonstrating qualifications must be submitted if required by the RFP; and

D. Cost Breakdown per Deliverable*

The financial proposal must be password protected and separated from RFP. It and shall not be provided until its requested by the procurement office of UNDP.

The payment will be done to the Company after successful completion of deliverable with possibilities for maximum 15% of advance payment.

“Support to the establishment of Regional Industrial VET competence Centre in Ganja”

Stage no	Description of the deliverable	Payment term (in % of total contract value)	Total sum in USD
1	Short-term education programs (curriculum) in accordance with the theoretical and practical teaching researchers in VET Center in Ganja for above mentioned occupations; preparation of evaluation framework for the prepared curriculum	35 %	
2	Teaching modules on selected occupation in industry (Learning outcomes) including competence units and assessment criteria indicated under the objective of this assignment;	35 %	
3	To provide Training of trainers (to providers) and master class trainings under the prepared education programme and module teaching materials	30%	
4	Total Sum	100%	

E. Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Task Leader		120	1	
Education and Curriculum Specialist		80	1	

Welder		40	1	
Repairer, Locksmith, Plumbing		40	1	
Electrician		40	1	
HVAC specialist		40	1	
IT specialist		60	1	
Accountant		60	1	
Bus Driver		60	1	
Repairer, Locksmith		60	1	
Tailor		60	1	
II. Out of Pocket Expenses				
1. Travel Costs		15	4	
2. Daily Allowance ²		15	4	
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Translation of documents				
7. Others (please specify)				
III. Other Related Costs				
<i>Please specify</i>				
<i>Grand Total</i>				

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

[Designation]

[Date]

² According to UNDP rules DSA is calculated 92 USD per day in the regions of Azerbaijan

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential

information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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