



## REQUEST FOR QUOTATION (RFQ) (Services)

NAME & ADDRESS OF FIRM	DATE: September 17, 2013
	REFERENCE: TKY/2013/RFQ1

Dear Sir / Madam:

We kindly request you to submit your quotation for service provision for Local Governance Study Tour to Japan (currently planned from 2 to 7 December 2013 (5 nights & 6 days, 4 working days) for 12 visitors in Tokyo and a surrounding city), as detailed in Annex 1-A and Annex 1-B of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before October 1, 2013 and via  e-mail,  courier mail or  facsimile to the address below:

**United Nations Development Programme**  
**UNDP Representation Office in Tokyo**  
Sayaka Ishida (Ms.)  
sayaka.ishida@undp.org

Quotations submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : Japanese Yen
Value Added Tax on Price Quotation	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes (VAT and other local tax shall not be charged to the UN in both cost estimation and billing amount. For details, please see Annex 3 UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES)
After-sales services required	N/A
Deadline for the Submission of Quotation	COB, <i>Tuesday, October 1, 2013 and Japan time (GMT +9)</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Japanese
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1-A and 1-B; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input type="checkbox"/> Latest Business Registration Certificate ; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Others

	<p>1) List of Clients. List of contracts for similar jobs done and name of client. Indicate the scale of the contracts for the last three years;</p> <p>2) Profile of the firm / company. (including size, location, areas of expertise, years in business, etc.), proving the following minimum requirement of general work experience.</p>
Period of Validity of Quotes starting the Submission Date	<p><input type="checkbox"/> 60 days  <input type="checkbox"/> 90 days  <input checked="" type="checkbox"/> 120 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 Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted  <input type="checkbox"/> Permitted</p>
Payment Terms	<p><input checked="" type="checkbox"/> 100% upon complete delivery of services  <input type="checkbox"/> Others</p>
Evaluation Criteria	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price  Comprehensiveness of after-sales services  <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions  <input type="checkbox"/> Earliest Delivery / Shortest Lead Time  <input checked="" type="checkbox"/> Others</p> <p>1) Experience in Event Management services contracts in the role of contractor, subcontractor, or management contractor for at least the last <b>three (3) years</b>;</p> <p>2) Participation as contractor, management contractor or subcontractor, in at least <b>two (2)</b> contracts within the last three (3) years, each with scope of works that have been successfully and substantially completed and that are similar to the proposed services;</p> <p>3) Account Manager of Key Staff with 5 years specific Experience in administrative and managerial capabilities needed for management and administration of Events.</p>
UNDP will award to:	<p><input checked="" type="checkbox"/> One and only one supplier  <input type="checkbox"/> One or more Supplier, depending on the following factors:</p>
Type of Contract to be Signed	<p><input type="checkbox"/> Purchase Order  <input type="checkbox"/> Long-Term Agreement (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</p>

	<input checked="" type="checkbox"/> UNDP Institutional Contract
Conditions for Release of Payment	Passing Inspection Complete Installation <input type="checkbox"/> Passing all Testing <input type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with RFQ requirements <input type="checkbox"/> Others
Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference (Annex 1-A) <input checked="" type="checkbox"/> The Concept Note of the Local Governance Study Tour to Japan (Annex 1-B) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	<i>Sayaka Ishida</i> <i>UNDP Representation Office in Tokyo</i> <i>sayaka.ishida@undp.org</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.

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

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

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

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is

<sup>1</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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/Contract 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 3.

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

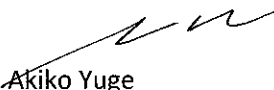
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information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

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

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

**Thank you and we look forward to receiving your quotation.**

Sincerely yours,



Akiko Yuge  
Director and Special Advisor to the Administrator  
UNDP Representation Office in Tokyo  
September 17, 2013

**Terms of Reference for Local Governance Study Tour to Japan as a Part of  
"Support to Transitional Governance Structures"**

**Work Assignment: Service provision for Local Governance Study Tour to Japan in line with the Concept Note of the Local Governance Study Tour to Japan (Annex 1-B).**

**Plan (to be confirmed):** The study tour is planned from 2 to 7 December 2013 (5 nights & 6 days, 4 working days) for 12 visitors in Tokyo and Yokohama. Approx. 10 appointments (government ministries, local government, academia, embassy etc.) will be scheduled. The condition may vary depending on situation.

**Service lines and specifications:** Under the overall guidance of UNDP Libya and the on-site coordination with UNDP Representation Office in Tokyo, the service provider shall provide programming, logistical and administrative support services required to conduct the mission including (following specifications are for the quotation purpose and may be changed according to the actual activities) :

**1) Management and coordination for the visit schedule and appointments;**

- Arrange approx. 10 appointments (government ministries, embassy, local government, academia, etc.) during 4 working days and take care all stages from the initial contact to follow-up afterward such as thank you letter and reporting. Contacts of counterparts will be provided by UNDP
- Formulate the meeting/lecture agenda in line with learning goals in Annex-B, in close consultation with UNDP
- Obtain syllabus, powerpoint data and other materials to be used for each appointment in advance for translation and distribution
- Prepare a logistical package (Arabic) that includes basic information for foreign visitors such as rental mobile/internet access, money exchange, attire, hotel location, emergency contact, public transportation, food & shopping, weather, etc.
- Arrange all logistical services to be provided during the mission
- Monitor expenditure status with regular reporting to UNDP and submit actual cost estimation at the end of service before billing
- Respond to follow-up issues afterwards, if any, upon request from UNDP

**2) Arabic-Japanese translation and material production such as for handouts of appointments (lectures, site visits and briefing sessions);**

- Translate Japanese text into Arabic: 10 documents (assume 1 document per each appointment, each document has 1000(words) \* 20 (pages))
- Produce distribution materials (both in paper copies bundled into a package and in digital format, DVD, photo data etc.) for distribution to 12 participants and 2 backup-copies for UNDP

**3) Japanese and Arabic/English speaking escort for on-site arrangement during the mission from arrival until departure from Narita Airport in Japan;**

- Coordinate with contact person for respective appointments, delegation members (through UNDP Libya staff) and other service providers (driver, interpreter, hotel, restaurants and other service providers) to make sure timely and smooth proceedings
- Take picture for UNDP reporting purpose (for project reports, website, social-media etc.)
- Monitor expenditure status during the mission and report timely to UNDP in case any over-budget issue would occur

- All the expense for escort service (transportation and meals) should be inclusive in the cost estimation of this item

**4) Arabic-Japanese interpretation service during the mission from arrival until departure from Narita Airport in Japan;**

- Provide interpretation between Arabic and Japanese during the mission both for appointments and other logistical/administrative communications with Japanese speaking counterparts. The interpreter (s) should be well prepared for specialized topics (local governance and decentralization) for the mission
- All the expense for escort service (transportation and meals) should be inclusive in the cost estimation of this item

**5) Transportation services such as airport shuttle bus, hiring bus (incl. driver, toll and parking fee), taxi, etc. during the mission from arrival until departure of Narita Airport in Japan;**

- Provide transportation services for 12 people for 5 nights & 6 days from arrival to departure of Japan

**6) Accommodation and halal meals (breakfast, lunch and dinner) during the mission in Japan from arrival until departure from the airport;**

- Provide 12 rooms for single use for 5 nights & 6 days with early check-in & late check-out arrangements. The hotel should be located within 15-20 minutes by vehicle from Kasumigaseki Government District
- Provide full meals (halal food) for 6 days (18 meals) for 12 people from arrival to departure of Japan. If room rate is breakfast inclusive, the number of meals to be provided per each person during the stay will be 12.
- The maximum expense per person per day for accommodation plus meals shall not exceed the amount specified in the UN rules & regulation on Daily Subsistence Allowance (USD333 or JPY 32,700 per person/day for Tokyo based on the DSA Rate Circulation as of 1 Aug 2013)

**7) Local travel arrangement for a site-visit to Yokohama or other surrounding city of Tokyo, if any;**

**8) Arrangement and payments for honorarium for lecture and site visit, conference rooms, materials, liability insurance, and other required items.**

- Make honorarium payments for counterpart (honorarium for lecture and site visit), if necessary
- Arrange a conference room accommodating for 20-25 people with audio & visual equipment for 2 days (3 hours each)
- Arrange liability insurance during the mission in Japan from arrival until departure of the airport
- Arrange and make payments for other required items to make a success of the mission, upon prior consultation with UNDP

The specifications listed above may vary depending on the situation.

**Concept note - Study Tour / Senior Government Officials to Japan**

**Introduction:**

In the aftermath of the 17 February Revolution, a new Ministry of Local Governance was established in Libya. The Ministry's role will be to supervise the decentralization process, implementation of the newly endorsed law #59 on Local Administration and support the institutional development of the newly elected local councils. The Ministry of Local Government is keen on learning about successful experience in local governance including local economic development. For this purpose, the Ministry has asked UNDP to facilitate the organization of study tours to countries with proven records of local government. In this respect, UNDP will be organizing a number of study tours to countries such as Japan, and Turkey, Dubai. The first study tour will be targeting Japan.

**Objective:**

To provide hands-on learning and share with the Libyan Officials a range of international and regional experiences and best practices in local governance, decentralization reform and local economic development as well as in areas of policy, reform, capacity building and program implementation at the local levels.

**Specific areas of focus will be:**

- I- Introduction to Japan Local Government policy and administrative systems
  - Japan's experience and policies in the decentralization of local services and development,
  - Local Services and Infrastructure from an Administrative and Legal Perspective,
  - Exchanges with Japan Members of Parliament on experiences with local governance,
  - Fiscal decentralization in collaboration with the Parliament, etc.
- II- Municipal services / best practices at City Level (metropolitan )
  - Topics such as Traffic Management , Health and sanitation systems will be addressed based on the priorities set by the Ministry of Local Government.
- III- Public services / best practices at local level
  - The institutional model, interactions with the municipality, communication and decision-making, strategic & operational advantages and disadvantages from different perspectives
  - Guided tour through the Technical Administration of selected municipalities
  - Capacity building at the local level,
  - Planning and implementation of service delivery at the local level (education, health, water supply, sanitation, gas, electricity, waste management, public green areas and gardens)
  - Institutional set-up, finances, organization, communication and decision-making.

Other issues of interest may be added upon the request of the Libyan Ministry of Local Government and the Japanese Embassy

**Target group:** Around 10-12 Government officials, at the level of Deputy Minister and Director from the Ministry of Local Government, Ministry of Planning, Finance, Representatives of local councils, representatives of the Libyan private sector, members of the GNC committee on local government.

**Venue:** Japan – Tokyo

**Organization:** The Study tour will be coordinated by UNDP – Libya in full cooperation with the Ministry of Local Government who will nominate the participants from the government, local councils and private sector.

**Timing:** In the 2nd December 2013 (in close coordination and based on the convenience of host country)

**Duration:** One week



**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>2</sup>**  
*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. TKY/2013/RFQ1:

**TABLE 1 : Offer to Supply Services Compliant with Annex 1-A (Terms of Reference) and Annex 1-B (Concept Note)**

Item No.	Description/Specification of Services	Quantity	Unit Price	Total Price per Item
1	- Management and coordination for the visit schedule and appointments	1 set		
2-1	- Arabic-Japanese translation	12 sets (with 20000 Japanese words each)	(please indicate Unit Price of JPY/1000 Japanese words)	
2-2	- Material production	14 sets		
3	- Tour escort	1 set		
4	- Interpreter	1 set		
5	- Transportation	1 set		
6-1	- Hotel accommodations	1 set (5 nights & 6 days for 12 people)	(please indicate an estimated Unit Price of JPY/ person/day)	
6-2	- Meals	1 set ( halal meals for 6 days for 12 people)	(please indicate an estimated Unit Price of JPY/ person/day)	
7	- Local travel (a site visit)	1 set		
8-1	- Honorarium	10 sets	(please indicate an estimated	

<sup>2</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

			Unit Price of JPY/ appointment)	
8-2	- Conference room	2 sets	(please indicate Unit Price of JPY/room)	
8-3	- Liability insurance	1 set		
<b>Total Prices of Services</b>				
Add : Other Charges (pls. specify)				
<b>Total Final and All-Inclusive Price Quotation</b>				

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements : The final cost estimation (At the end of service, prior to billing, the service provider shall submit to UNDP the final cost estimation based on actual expenses. UNDP may require a financial statement with breakdown or receipts of services subcontracted by the service provider.)			

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

**UNDP  
GENERAL CONDITIONS OF CONTRACT 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.