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REQUEST FOR QUOTATION (RFQ) (RFQ/UNDP/INDIA/2016/017)

22nd July 2016

Subject: Provide vehicles on monthly rental basis in Sahibganj, Jharkhand

Dear Sir / Madam:

We kindly request you to submit your quotation for “**Providing two vehicles on monthly rental basis in Sahibganj, Jharkhand**”, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the forms attached hereto as Annexes 2 and 3.

Quotations may be submitted **on or before 29th July 2016, 5:30 pm (India time)** in a sealed envelope to the address below:

United Nations Development Programme
55, Lodi Estate, New Delhi, India
Attention: Procurement Unit

Quotations may also be submitted by email to: - bids.india@undp.org

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.

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

Delivery Terms [INCOTERMS 2010]	Not Applicable
Customs clearance, if needed, shall be done by:	Not Applicable
Exact Address/es of Delivery Location/s	UNDP office, Second Floor, Anumandal Karyalaya Shakrugarh, Sahibganj, Jharkhand 816109
Latest Expected Delivery	<input checked="" type="checkbox"/> Within 10 days after receipt of the Institutional Contract.

Date and Time	
Packing Requirements	Not Applicable
Mode of Transport	<input checked="" type="checkbox"/> Land
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Indian Rupees (INR)
Service Tax on Price Quotation	<input checked="" type="checkbox"/> Quotation should be excluding Service Tax; as UNDP is exempt of Service Tax.
After-sales services required	<input checked="" type="checkbox"/> not applicable
Deadline for the Submission of Quotation	<u>29th July, 5:30 pm (India time)</u> <u>(Both by email and/or hard copy)</u>
No. of copies of Quotation that must be submitted	One
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Minimum Eligibility Criteria	a) Legal registration of the Business, including for Tax purposes b) Minimum 2 years of experience and specialization in provision similar services to Corporates/MNC's, Embassies, UN Agencies etc.
Documents to be submitted <u>Please ensure all these documents are included in your Quotation Submitted</u>	<input checked="" type="checkbox"/> Duly Accomplished Technical Quotation Form as provided in Annex 2 <input checked="" type="checkbox"/> Duly Accomplished Financial Quotation Form as provided in Annex 3 <input checked="" type="checkbox"/> Copy of Latest Business Registration Certificate; License to operate fleet of vehicles
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days
Partial Quotes	<input type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> Within 30 days of submission of following documentation to UNDP-Project Office: i) Original Invoice; ii) Copy of contracts; iii) Signed monthly log book.
Liquidated Damages	Not applicable
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Full acceptance of the Institutional Contract/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> Based on the lowest total priced technically compliant quotation. Compliance on the minimum eligibility criteria given above is mandatory.

Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract The successful bidder shall sign an Agreement with UNDP for a period of 1 (one) year, renewable on an annual basis up to a maximum total of 3 years, subject to satisfactory contract performance.
Institutional Contract Objectives and Set Up	<ul style="list-style-type: none"> • KPI 1: timely provision of vehicles. Contractor shall deliver within maximum five (5) working days after receipt of the Order. • KPI 2: Completeness of the order, error free provision of vehicles. Contractor shall supply vehicles as per description/model included in the contract and in a timely fashion. • KPI 3: Price Compliance. Contractor shall supply vehicles as per unit prices identified in this contract. • KPI 4: Accuracy of payment documentation. Contractor shall provide complete payment documentation including accurate invoices with correct quantities, unit price, order reference number, and updated and signed copy of log book etc. • KPI 5: Communication and Reporting. Contractor UNDP would conduct bi-annual performance reviews of this contract, which might include meeting with the contractor and feedback from other stakeholders. <p>If the vendor fails to meet UNDP's performance requirements detailed above, it will receive in the first instance a warning to improve their performance. Continued failure to meet performance requirements may result on termination of the contract.</p>
Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Technical Quotation (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Financial Quotation (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Price Validity Minimum Quantity Levels	The one-year price arrangement under bidding will not represent a contract nor oblige UNDP to spend any monies.
Contact Person for Inquiries (Written inquiries only)	Procurement Officer, Email address: surjit.singh@undp.org 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.

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, UNDP reserves the right to vary (increase or decrease) the quantity of services, 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 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, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Procurement Analyst
UNDP Delhi

Annex 1 – Terms of Reference

UNDP wishes to hire service providers for providing two vehicles (Mahindra Scorpio and Mahindra Bolero) on monthly rental basis in Sahibganj district, Jharkhand, as per details given hereunder:-

Vehicles requirement: 26 days in a month (*may include Sunday as well*)

Duty timing: 8am to 8pm

Monthly running: Scorpio: 2,000 kms., Bolero: 2,500 kms.

Any requirement over these days/hours will be extra as per rates quoted by the vendor.

Diesel Vehicles on monthly basis with driver

- a) All motor vehicles provided on hire shall be comprehensively insured, and for self-drive hire the agreed daily insurance rate will further indemnify UNDP from excess liability in the event that accidental damage occurs during the hire.
- b) All motor vehicles provided for the service (either owned or leased) shall not be more than 3 years old (from date of Manufacture) i.e. shall be in sound physical & mechanical condition, safe and road worthy. The bidder shall submit full details of the vehicles and shall give a clear **declaration that the firm will be able to supply commercial vehicles of model not older than 2013.**
- c) All motor vehicles provided on hire shall satisfy all legal requirements and in particular:
 - Must have a valid road license,
 - Must have a valid Passenger Service Vehicle (PSV) license or Vehicle Rental Services license.
 - Must have fully operational approved seat belts, and speed governor as applicable in transport regulations in force.
- d) The vehicle would be required on “monthly” basis, as per the requirements laid in the technical proposal.
- e) First aid kits and fire extinguisher should be available in the vehicle.
- f) Bids are being invited for individual vehicle types as given below:
 - a. **Mahindra Scorpio (A/C) – 1 no.**
 - b. **Mahindra Bolero (A/C) – 1 no.**
- g) The driver and the car must not be changed unless in case of emergency. In case of emergency service provider should inform the concerned UNDP District Office / Project official immediately and alternate arrangement put in place.
- h) In case of breakdown, a standby vehicle of same category and specification should be provided.

- i) The driver should be well behaved, equipped with a mobile phone, and should be available on call for the user of the service
- j) Driver shall record all vehicle travel in log book to be kept in vehicle. The driver shall take the signature of the user. The opening and closing km should be summarized for each car by the end of the month and certified by the concerned UNDP district staff /Project officer.
- k) Invoice should be verified by the focal UNDP Project office staff at the district and it should be sent to the UNDP office every month.
- l) UNDP will pay as per its standard payment terms of 30 days upon satisfactory report from the project officer / Senior project officer from the UNDP district office. Any discrepancy in the kilometers / mileage or charges should be settled before the request for payment.
- m) Please Note:
 - Quote shall include all charges of driver, repairs and maintenance of vehicle, insurance, fuel, lubricants and also any other incidental expenses including penalty, fines etc.
 - Prices quoted by the bidder shall be fixed during the 1st year of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
 - Prices shall be quoted in Indian Rupees (INR)
 - At the time the Contract is awarded, UNDP reserves the right to increase or decrease the quantity of services and Related Services originally specified in accordance with budget availability, without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents

Ad-hoc vehicle requirement on ON-CALL basis in Ranchi

As we are in process of setting-up office in Ranchi, you are requested to please submit quote for vehicle requirements on Adhoc basis for the following type of vehicles:-

1. Big Vehicle (A/C)
2. Small Vehicle (A/C)

Please quote price on the basis of 8hrs/80 kms, indicating charges for extra hours, extra kms. etc.

Annex 2 – Form for Submitting Supplier’s Technical Quotation

(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)

The offered services comply with the Terms of Reference set forth in RFQ Annex 1

- Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
- Bidder shall be duly registered company under the laws of respective local State Governments (for which they are quoting) with license to operate the vehicle rental business in the current year. The following documentation shall be provided.
 - Certificate of Incorporation/Registration
 - When the company was established and number of years in operation
- Minimum 2 years of experience and specialization in provision similar services to Corporates/MNC’s, Embassies, UN Agencies etc.
- Written declaration that the firm will be able to supply commercial vehicles of model not older than 2013.

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____

Functional Title: _____

Annex 3 – Form for Submitting Supplier’s Financial Quotation

(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to provide the services listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/UNDP/INDIA/2016/017.

VEHICLE SERVICES (SCORPIO) in Sahibganj	Amount (INR)
Rate per Month (26 days, 12 hours per day for 2,500 kms)	
Per Hour rate beyond 12 hours	
Rate per km (above 2,500 Kms)	
Night halt rate per night	

VEHICLE SERVICES (BOLERO) in Sahibganj	Amount (INR)
Rate per Month (26 days, 12 hours per day for 2,000 kms)	
Per Hour rate beyond 12 hours	
Rate per km (above 2,000 Kms)	
Night halt rate per night	

Ad-hoc Vehicle requirements in Ranchi	Amount (INR)	
	Small Vehicle	Big Vehicle
Rate 8 hrs./80 kms.		
Per Hour rate beyond 8 hours		
Rate per km beyond 80 kms.		
Night halt (if any)		

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

Note: Prices quoted above must be inclusive of all costs necessary to provide these services, including transport cost, insurance, materials, etc.

Name of Bidder: _____
 Authorised signature: _____
 Name of authorised signatory: _____
 Functional Title: _____

Sample Institutional Contract including General Terms and Conditions

INSTITUTIONAL CONTRACT

Contract No.: _____ **Organizational Unit:** _____

Amendment No.: _____ **BAC:** _____

Country: _____ **Date:** _____

Contract entered into between the United Nations Development Programme and _____, (Hereinafter referred to as the Contractor)

Address:

Telephone No:

1. Work Assignment:

This Contract shall commence on the _____, and shall expire on the satisfactory completion of the services described above, but not later than _____, unless sooner terminated under the Terms of this Contract. This contract is subject to the UNDP General Terms and Conditions.

2. **Consideration** – As full consideration for the services performed by the Contractor under the terms of this Agreement the United Nations Development Programme shall pay the Contractor upon certification that the services have been satisfactorily performed:

(a) **A fee of:** Maximum up to _____

(b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP on the day the UNDP instruct its Bankers to effect the payment(s);

- (c) The fee is payable after the event on submission of invoices and upon certification of satisfactory performance.

3. Security

3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

3.2 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

3.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

4. Audit and investigations

4.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents,

including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

5. Anti-terrorism

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

I acknowledge that I have read and accept the conditions on reverse.

Contractor Title: _____

Signature: _____

Date: _____

Authorized Officer:
On behalf of the UNDP

Signature: _____

Date: _____



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UNDP 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 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.