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Date of Issue: 20 September 2011

Closing Date: 05 October 2011

(Reference No. RFP/UNDP/2011/050)

Request for Proposal (RFP)

You are requested to submit a proposal for “**developing the Process Document for the Project- ‘Removal Of Barriers To Energy Efficiency Improvement In The Steel Re-Rolling Mill Sector In India’**”, as per enclosed Terms of Reference (TOR).

1. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. Terms of Reference (TOR).....(Annex II)
- iii. Proposal Submission Form.....(Annex III)
- iv. Price Schedule(Annex IV)
- v. General terms and conditions.....(Annex V)

2. Your offer comprising of technical proposal (in duplicate) and financial proposal, in separate sealed envelopes, should reach the following address no later than **5th October 2011, 1730 hrs** (India Time) quoting “**RFP/UNDP/2011/050**” as the subject:-

**Mr. Vineet Mathur, Procurement Associate
United Nations Development Programme
55, Lodi Estate, New Delhi - 110003
Tel: + 91-11-24628877**

3. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. For any query you may write to surjit.singh@undp.org latest by **30th September 2011**.

4. You are requested to indicate if you intend to submit a proposal.

Instructions to Offerors

A. Introduction

1. General

The purpose of this RFP is to develop Process Document for the Project as indicated in the ToR (Annex-II).

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives latest by 30th September 2011.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate in the format given in the Annexure IV, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Indian Rupees (INR).

11. Period of validity of proposals

Proposals shall remain valid for One Hundred and Twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope (**bearing sender's name and address**) shall be:

- **addressed to –**

Mr. Vineet Mathur, Procurement Associate
United Nations Development Programme
55, Lodi Estate, New Delhi - 110003
Tel: + 91-11-24628877

- **marked with –**

“RFP for Process Document – UNDP/GEF/Steel Project (Ref No.RFP/UNDP/2011/050)

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **05 October 2011**, 1730 hrs India Time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR). As part of the evaluation process, the panel conducting the technical evaluation may call upon the prospective contractors to make a presentation of their proposals to verify the strength of the proposal.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor that score highest marks aggregated for technical and financial proposal (70% weight to technical proposal and 30% to financial proposal).

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
1	Team qualification for the activity	25					
2	Expertise and experience of Firm / Organization in developing similar documents	15					
3	Proposed Work Plan and Approach for the activity	20					
4	Understanding of the requirements and RFP	15					
5	Time line	5					
6	Work Samples of prior process documents developed or similar documents developed and published	20					
Total		100					

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Terms of Reference for Developing Process Document

1. Background:

India is witnessing a sharp rise in the production of steel. From a modest output of 66.8 million tonnes in 2010, India is poised to produce over 180 million tons in 2019-20. This would catapult India's position from the 4th largest to the 2nd largest producer in the world.

Energy, which is one of the main inputs in the steel industry, has to be utilized proficiently to increase the production. Efficient use of energy is therefore crucial for containing costs, upholding competitiveness and sustaining growth in the steel sector.

The Steel Re-rolling Mill (SRRM) sector comprises of the Small and Medium (SME) Enterprises. Though technologically outdated, the SRRM sector nevertheless forms an important link in the overall supply chain of steel. It also accounts for more than half of the demand of the primary steel producers. Loss of competitiveness and closure in the SRRM sector will not only hit the individual manufacturers but will also be devastating to the entire industry.

Removal Of Barriers To Energy Efficiency Improvement In The Steel Re-Rolling Mill Sector In India – a project initiated in 2004, is the result of Global Environment Facility's (GEF) environmental concerns and the need of the Small Scale Indian Steel Industry to identify economically viable energy efficient technologies.

Funded by GEF, the Project is a major component of United Nation Development Program's (UNDP) Climate Change and Energy Efficiency division and features under the UNDP's OP 5 project strategy of 'Removal of Barriers to Energy Efficiency & Energy Conservation'. The Project is being implemented by Ministry of Steel (MoS) through Project Management Cell (PMC).

A collaborative effort of the MoS and UNDP, the PMC seeks to facilitate the diffusion of energy efficient low carbon technologies in the Steel Re-rolling Mill (SRRM) sector to bring down end-use energy level, improve productivity and cost competitiveness, and to reduce associated emissions of greenhouse gases (GHG) and related pollutant levels.

2. Objective:

Project Objective:

- The Global Development Objective of the project is to increase end -use energy efficiency of SRRM sector and to reduce associated emissions of greenhouse gases (GHG).

- The Immediate Objective of the project is to accelerate the penetration of environmentally sustainable energy efficient technologies through removal of barriers, which would ultimately lead to large - scale commercialization of EE technologies in the sector.

Activity Objective

The main **objective of the activity** is to prepare a process document:

- Depicting the various stages of project implementation from inception till date
- Highlighting the Project roadmap and milestones
- Comprehending the benefits derived from Project implementation
- Capturing the lessons learnt for ready reference for future projects

In order to disseminate information about the Project and PMC initiatives towards Energy-Efficiency in the SRRM sector, PMC (UNDP-GEF-MoS) wants to prepare process document for the project. The document will act as a bible to all the project implementation personnel and lay a framework for best practices in project implementation.

The process document will be an extensive 200 page document, providing an in-depth overview of the Project and SRRM Sector. It will depict various stages of Project implementation, list the difficulties faced during Project implementation and the mitigation strategies applied there from. Trace the development of the project from inception.

The document will highlight the achievements of the project, it will be instrumental in comprehending the benefits derived by the model unit and understanding the lessons learnt.

The process document should highlight the pre and post implementation benefits derived by the units from various Project initiatives and the various lessons learnt during the project implementation. It should provide an analytical comparison between the global and indigenous scenario, future potential and newer technologies.

3. Target Audience

The target audience for the Process Document is primarily:

- Project designers
- Project planners
- Project implementation personnel
- Policy makers
- End users

4. Activities

This section provides the list of activities involved in developing the document:

- a. The agency/consultant/offeror will be taken for one pilot visit to a Model unit, in order to understand the working of the unit and how the Project intervention has benefited from Project intervention.
- b. PMC will provide basic background material available as reference (Baseline documents, Post Implementation document, Cluster Mapping Report, Project Document, Reports on trainings and awareness workshops conducted etc.)

- c. The offeror will supplement the background material with research and analysis on SRRM units. They will explore other sources of information and data for developing the process document.
- d. The offeror will develop the overall concept, content and design of the process document which will be approved by PMC experts.
- e. The offeror will submit chapter wise draft to PMC. Three copies of each draft have to be submitted to PMC for scrutiny. PMC will review and provide feedback on the same.
- f. The modified chapters will be presented to and finalised by PMC.
- g. The offeror will study the industry and various model units and interact with the industry people, directly affected by the implementation of the project.
- h. The offeror will print 1000 copies of the finalised version of the process document.
- i. The document will then be delivered to PMC ready for dispatch, in matching envelope of 100 GSM SS map litho paper with single colour printing, with PMC, MoS, UNDP and GEF Logo and address on the cover.
- j. The offeror will also provide a soft copy of the documents (both editable and pdf version) to be uploaded on PMC's website and an editable version of the document for future reference.

Note: All the material/ data and research collected during the course of the creation of the process document will be the copyright of the Project Management Cell. The process document will be prepared and published under the name of PMC

5. Required Skill Set and Experience

- a. The offeror should have a strong technical background (preferably engineering) or the ability to grasp and understand complicated technical data with ease (in-depth technical know-how/ technical bent of mind), along with a strong hold on English language and the aptitude of presenting technical data in simplistic lingua/lucid language (excellent communication skills reading and writing in English).
- b. Excellent content development, designing and printing capabilities
- c. The offeror should have extensive experience in producing process document
- d. The offeror must have a minimum of 4 years of experience in the field of writing and publishing
- e. Experience in working with PSUs, international organizations and/or international donors and local authorities (desirable)
- f. Excellent research capability, technical writing and content development skills to ensure smooth and high-quality document preparation
- g. In-depth knowledge about the sector (desirable)
- h. Excellent planning and organizational skills and ability to meet deadlines

Note: the offeror should provide their previous work as samples in their proposal.

6. Deliverables and Timelines

This section highlights the deliverables, timelines and the payment schedule of the activity.

Table 1: Deliverables, Responsibility Matrix, Timelines and Payment Schedule

Action Item No.	Deliverables	Responsibility	Timeline (From the day of pilot visit to the sample unit)
1	Inception Report	Agency/ Offeror/ Vendor	1st week
2	Basic background material and data	PMC	2nd week
3	Document design, template creation and designing the cover page	Agency/ Offeror/ Vendor	3rd week
4	Content Development	Agency/ Offeror/ Vendor	15th week
5	Content and design review and approval of the chapter wise drafts	PMC	15th week
6	Final Draft submission and approval	Agency/ Offeror/ Vendor	20th week
7	Document Finalization	PMC	24th week
8	Printing	Agency/ Offeror/ Vendor	30th week
9	Quality approval and final delivery of 1000 documents, along with editable soft copy and a PDF version in a CD (used for uploading in the Project website)	Agency/ Offeror/ Vendor	32nd week (8 months)
10	Presentation of the process document to UNDP and MoS	PMC / Agency/ Offeror/ Vendor	33rd week

Note: The Agency/ Offeror/ Vendor must provide chapter wise draft for the entire process document. Provide detailed tentative schedule for each activity

7. Technical and Financial Proposal

Provide separate (two sets of hard copy - original and xerox copy, for both the technical and the financial bid. In addition to the hard copy, **provide a soft copy of the entire technical bid in the form of a CD. Please also provide the soft copy of any prior sample work prepared).**

Provide the following with the Technical proposal:

- Personnel/Team qualification:** CVs of Team Members (attach separately). Curriculum Vitae of from the Agency's own staff or external experts who will be a part of the team must be provided (Note: These members should be available for the

assignment). International experience if any may be highlighted. Also provide proof of their involvement in the assignment.

2. **Expertise of the Agency/ Offeror/ Vendor submitting the proposal:** Relevant assignments undertaken may be highlighted here by providing, title of the assignment, client for whom the assignment was carried out, cost of assignment, timeline, team strength, outputs/results. Assignments carried out for GEF projects or UN, proposal preparation may be highlighted. Assignments carried out for UNDP/major multilateral/or bilateral programmes can be described. International projects if any may be described.
3. **Work Samples:** Provide samples of work done - hard copy and soft copy
4. **Proposed Work Plan and Approach:** Steps to carry out the proposed assignment should be described.
5. **Understanding of the Request for Proposal (RFP):** In addition to what has been outlined in background/scope of work, the agency can provide their understanding of the RFP and approach to complete the assignment. **Provide a tentative Table of Content for the process document.**
6. **Timeline:** Provide a chart of timeline with clear milestones. The Agency/ Offeror/ Vendor must provide chapter wise draft for the entire process document. Provide detailed tentative schedule for each activity and chapter.

A separate sealed Financial Proposal (containing details of personal fees, travel, other expected costs, etc.) inclusive of all costs must be provided with the proposal (refer to Annex IV – Price Schedule).

Refer to the following sites for Project information:

- <http://www.undpgefsteel.gov.in/>
- <http://www.undp.org.in/>
- http://www.undp.org.in/whatwedo/environment_and_energy
(View: Energy Efficiency in Steel re-rolling Mills)

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Process Document Development and Printing Cost		Estimated amount (INR)
1	Printing 3.1 Printing Specification: – 250 GSM (cover page) – 120 GSM (inside) – A4 - Height x Width - 297 x 210 (mm) – 200 pages – Four colour printing – Book binding	
2	Packaging (envelope of 100 GSM SS map litho paper with single colour printing.	
Sub Total (A)		
Sub Total (A)* 1000 (copies)		
3	Content development for the document	
4	Designing and layout	
5	High resolution photography, charts and graph preparation	
6	Travel Cost (6 to 8 Model units in India. One in each cluster- North I, North II, Central, South, East and West.)	
7	Contingency/Incidental Expenses	
Final Total		

Note:

- Editable softcopy should be provided for the Process Document and a soft copy that can be uploaded in the website.
- Provide the travel break-up. The tentative locations are- Ludhiana, Jaipur, Kolkata, Pondicherry, Chennai, Nagpur, Mandi Gobindgarh, Raipur
- Provided per document or per unit cost break-up. Cumulative costing for all the units should also be compiled.
- Provide production Cost for high resolution photographs and quality printing in four colour
- Depending on the requirement, the terms or reference and the evaluation criteria may vary, at a later stage in the assignment.
- The decision of UNDP will be final and cannot be challenged under any circumstance
- UNDP reserves the right to reject any or all the bids received, at its discretion, without assigning any reason whatsoever or any notification, and no costs would be paid to bidder for the same.

**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.