



REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal (Technical and Financial Proposal) for the **Development of Online Based Financial Management System (FMS) for Local Development Finance (LDF)**.

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

Proposals may be submitted on or before **Tuesday, December 26, 2017** at or before 11:59 PM Eastern Standard Time. via email: Uncdf.procurement@uncdf.org

United Nations Capital Development Fund
2 UN Plaza, 26th floor New York 10017, USA
UNCDF Procurement Unit, New York
Attention : Procurement Unit
E-mail : uncdf.procurement@uncdf.org
Fax: +1(212)906-6479- Tel : +1(212)906-6565

Your Proposal must be expressed in the English language, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNCDF after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by e-mail, kindly ensure that they are signed, in the pdf format and free from any virus or corrupted files. RFP tender number "**RFP 4286 -Development of Online Based Financial Management System (FMS)**" must appear in the email subject field.

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

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

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

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

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

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

UNCDF'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.UNCDF.org/content/UNCDF/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

David Jackson
Director, Local Development Finance
Practice, UN Capital Development Fund

Description of Requirements

Context of the Requirement	<p>Project Title</p> <p>Development of Online Based Financial Management System (FMS).</p> <p>Background</p> <p>The United Nations Capital Development Fund (UNCDF) is the UN’s capital investment agency for the world’s 48 least developed countries. It creates new opportunities for poor people and their small businesses by increasing access to microfinance and investment capital. UNCDF programmes help to empower women, and are designed to catalyze larger capital flows from the private sector, national governments and development partners, for maximum impact toward the Sustainable Development Goals (SDGs).</p> <p>Within its economic development mandate UNCDF focuses on public and private financing mechanisms. Effective and efficient finance -in both the public and private sectors- can spur economic growth and make it more sustainable and inclusive. UNCDF’s focus on financing mechanisms has special relevance for least developed countries, where public financial management is often weak and private financial systems are often underdeveloped and inaccessible to the poor.</p> <p>The UNCDF approach to local development finance in least developed countries recognizes the need to unlock existing sources of capital for local development and attract new investment capital to the local level. To this end UNCDF applies its seed capital and technical assistance to develop innovative solutions that leverage or mobilize, allocate and invest resource flows to the local level for local development, thus meeting the capital funding gap.</p> <p>To support the described mandate, the Local Development Finance Practice has developed two different tools, both operated and stored on individual computers:</p> <p>(1) an Active pipeline of bankable infrastructure transactions, private investments, Public Private Partnerships (PPPS), and Municipal Investments, which are financially monitored through a Microsoft Excel Data base (Revenue Generating Pipeline database, hereinafter “RGP database”);</p> <p>(2) a Microsoft Access Data base, (hereinafter “LDF database”).</p> <p>In addition, the UNCDF Corporate Enterprise Resources Planning System (ERP) - ATLAS allows the practice to run specific budget allocations and delivery reports which are at the project level, but not at the investment level.</p>
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	<p>The RGP database captures each investment with a recording of the investment amount, financing gap, amount of seed capital grants or loans needed, and potential of financing which can be mobilized from domestic banks. It also includes payments schedule, disbursement amount per year. The database also labels each investment on a specific scale which can then categorize investments from hard pipeline, soft pipeline, and the specific stage of investment development. The financial figures or categorization stages change frequently and on daily basis.</p> <p>The LDF database has a collection of every investment in each country, from 2014 until present. The database captures the country name, year, project name, amounts of UNCDF grant portion of the investment, co-financing received from different levels, theme, description and results of the investment, location and GPS coordinates as well as a photo library. The LDF database is updated semi-annually.</p> <p>As the portfolio is expanding, it is becoming important that the quality, accuracy and timely access of the pipeline information is further enhanced. In this context, the Local Development Finance Practice aims to develop a simple, yet practical, online based financial Management system (FMS), with two major features:</p> <p>1) A continuously updated RGP database. 2) LDF database linked with the RGP Database.</p> <p>Both databases will be online based and possess technical capacity to interchange financial data across them.</p> <p>Objective of the Project</p> <p>To support UNCDF’s Local Development Finance Practice as a centre of excellence and innovative fund for local government and local economic development finance in the improvement of the LDF pipeline financial data base management.</p> <p>The expected output will be a web based 1) simplified RGP financial system, which will enable LDF authorized staff to capture, amend, and run financial reports against the revenue generating pipeline of investable projects, including financial figures related to grants, loans and guarantees, with the aim of improving the quality and timeliness of the information collected which will lead to better decision making on the pipeline of investments. 2) LDF data base which links and interacts with the RGP online data.</p>
Implementing Partner of UNCDF	<input checked="" type="checkbox"/> Not Applicable
Notes related required Services	For more details, please see attached ToR (Annex 4)
Brief Description of the Required Services ¹	The overall objective is the Development of Online Based Financial Management System (FMS).

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

The Local Development Finance Practice aims to develop a simple, yet practical, online based financial Management system (FMS), with two major features:

- 1) a Continuously updated RGB database;**
- 2) LDF database linked with the RGB Database.**

Both databases will be online based and possess the technical capability to interchange financial data across them.

➤ **Software Requirements**

The vendor selected shall be responsible for the design, development and provide a FMS. The online based financial management system should be accessible to authorized staff in different countries, scalable, user friendly and secured. The new system should be backed by a RDBMS (Relational Database Management System), with a schema based on the existing Excel/access files. Information from the Excel/access should be imported into the RDBMS.

The Financial Management System (FMS) should allow specifically, but not limited:

- Make cash flow analysis.
- Generate, view and print dynamic reports to visualize data in flexible and modifiable formats. Generated reports must be downloadable in PDF format.
- Provide capability to export financial data in CSV format.
- Produce dashboard and graphs.
- Access to the RGP database must be restricted to specific staff, and designated holders whose official duties require such access (access based on predetermined roles and profiles e.g. Advisor, Programme Manager, investment officers).
- Allows LDF staff, and designated holders with access to the RGP database to update data only pertaining to their projects. Edit access to investment data can be restricted by country, such that a single user can be assigned edit access to one or more countries.
- Generate a unique user name to access the cash flow software tool. (e.g. UNCDF user ID and password).
- Provide an administrative interface for managing user accounts.
- Automated email notifications to the LD investments database administrator each time that any information is added, modified or eliminated from the Pipeline of revenue generating projects database.
- Ability to upload and store pictures for each investment – photo library (for LDF Database).
- GPS location and integration of the LDF database to live interactive maps.

	<p>➤ Other requirements</p> <ul style="list-style-type: none"> • Application will need to be compatible with the Active Directory Federation Services (ADFS) to provide users with single sign-on access to systems and applications located across organizational boundaries. • Application will need to be hosted in Microsoft Azure (public cloud computing platform) that provides a range of cloud services, including those for compute, analytics, storage and networking to develop and scale new applications, or run existing applications, in the public cloud. • In accordance with the above, a maintenance schedule and programme should be listed as per the requirements. • Confidentiality: The vendor selected shall maintain strict confidentiality in all aspects of the work. Firm must agree not to disclose any information related to UNCDF (LDF) records to which they are given access, and that is not publicly available, to anyone except the appropriate personnel at Local Development Finance Practice. RGP Database includes commercial sensitive information about each investment. • Provide technical support needed. • Provide System documentation: <ul style="list-style-type: none"> - Develop and provide electronic and hard copy documentation for all the aspects of the software. • Training: <ul style="list-style-type: none"> - Provide necessary training to all end users who will operate the system after its implementation - Provide necessary technical training to specific staff who will maintain the software (e.g. changing source codes, developing reports etc.)
<p>List and Description of Expected Outputs to be Delivered</p>	<p>The expected output will be a simple, yet practical, online based financial Management system (FMS), with two major features:</p> <ol style="list-style-type: none"> (1) Simplified RGP financial system, which will enable LDF authorized staff to capture, amend, and run financial reports against the revenue generating pipeline of investable projects, including financial figures related to grants, loans and guarantees, with the aim of improving the quality and timeliness of the information collected which will lead to better decision making on the pipeline of investments. (2) LDF data base which links and interacts with the RGP online data.

Person to Supervise the Work/Performance of the Service Provider	The contractor will be Under the overall direction of the Director of the Local Development Finance Practice. The contractor will be directly responsible to, reporting to, seeking approval/acceptance of output from The Programme Manager of the Local Development Finance Practice and the Global Manager of the Local Finance Initiative (LFI)
Frequency of Reporting	Weekly and as requested by UNCDF
Progress Reporting Requirements	As requested by UNCDF
Location of work	<input checked="" type="checkbox"/> At Contractor's Location. Awarded provider will use their own office as duty station for this assignment.
Expected duration of work	The service provider is due to carry out this assignment from the date of signing to contract up to two (2) months and fifteen days. After official launch, the vendor will provide training for additional fifteen (15 days). Total: 90 days
Target start date	January 22, 2018
Latest completion date	- April 6, 2018 (official launch Online Based Financial Management System (FMS). - April 22, 2018 (training)
Travels Expected	<input checked="" type="checkbox"/> Not Applicable
Special Security Requirements	<input checked="" type="checkbox"/> Not Applicable
Facilities to be Provided by UNCDF (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Not Applicable
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required, in graphical representation
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Key personnel will be evaluated and scores allocated
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNCDF may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNCDF CO/BU requiring the service.

	shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms ³				
	Outputs	Percentage	Timing	Condition for Payment Release
	Preparation and submission of initial design of the Online Based Financial Management System (FMS).	20%	20 days	a) Proposed design for the Online based FMS b) Receipt of invoice from the Servicer Provider
	Develop, complete and present the Online based FMS (Phase 1): * Simplified Revenue Generating Pipeline (RGP) (financial system)	40%	20 days	a) Developing and presentation Online based FMS (Phase 1)- Upon Approval b) Receipt of invoice from the Servicer Provider
	Develop, complete and present the Online based FMS (Phase 2) * Local development Practice (LDF) database linked and interacting with the RGP online data.	20%	20 days	a) Developing and presentation Online based FMS (Phase 2)- Upon Approval b) Receipt of invoice from the Servicer Provider
	Testing and Troubleshooting	10%	15 days	a) Testing of the architecture and functionality of FMS. Online based FMS ready to go online (Phase 1 and Phase 2) b) Receipt of invoice from the Servicer Provider
Training	10%	15 Days	a) Completion of online based FMS training b) Receipt of invoice from the Servicer Provider	

³ UNCDF preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNCDF shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNCDF, in the same amount as the payment advanced by UNCDF to the Service Provider.

	Total	100%	90 days	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	(i) Programme Manager of the Local Development Finance Practice. (ii) Global Manager of the Local Finance Initiative (LFI)			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract <i>or</i> <input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Qualification of the service provider (20 points) <ul style="list-style-type: none"> • Equivalence of a bachelor’s degree in Information Technology, Business, Engineering, or any other related field of study. Master’s degree preferred. • Demonstrated experience and advanced knowledge in designing, developing and implementing web based management systems. <ul style="list-style-type: none"> • A minimum of 5 years track record in the areas of specialization required in this ToR. • Capacity of proposer to offer the services as mentioned in the ToR • Positive experience in working for similar organizations, and/or other bilateral/multilateral is an added advantage. <input checked="" type="checkbox"/> Design (Adequacy and comprehensiveness of the proposal) (30 points) <ul style="list-style-type: none"> • To what degree does the offeror fulfil the requirements • To what degree does the offeror fulfil the requirements with regards experience and the nature of services requested <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (20 points) <ul style="list-style-type: none"> • Proposed Work Plan • Have the important aspects of the task been addressed in sufficient detail? • Is the scope of task well defined and does it correspond to the ToR? • Approach to each assignment • Is the scope of task well defined and does it correspond to the ToR? • Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? 			

	<p>Financial Proposal (30%) as per below formula:</p> <p>$p = y (\mu/z)$ Where: p = points for the financial proposal being evaluated y = maximum number of points for the financial proposal μ = price of the lowest priced proposal z = price of the proposal being evaluated</p>
<p>UNCDF will award the contract to:</p>	<p><input checked="" type="checkbox"/> One and only one Service Provider</p>
<p>Annexes to this RFP⁴</p>	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁵</p>
<p>Contact Person for Inquiries (Written inquiries only)⁶</p>	<p>uncdf.procurement@uncdf.org and copy to: mohammad.abbadi@uncdf.org and leyla.cuevas.lopez@uncdf.org</p> <p>Please mention the following in the email subject field while sending any query to UNCDF regarding this RFP. “Queries, “RFP 4286 -Development of Online Based Financial Management System (FMS)”.</p> <p>Any delay in UNCDF’s response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNCDF. If inquiries are sent to other person/s or address/es, even if they are UNCDF staff, UNCDF shall have no obligation to respond nor can UNCDF confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Detailed CVs of Key Staff;*
- c) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- d) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- e) *Track Record – list of clients for similar services as those required by UNCDF, indicating description of contract scope, contract duration, contract value, contract references;*
- f) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- g) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

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

c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable

	Deliverables* <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)**</i>
1	Preparation and submission of the design of the Online based FMS	20%	
2	Content developed, completed and presentation Online based FMS (Phase 1)- Upon Approval	40%	
3	Content developed, completed and presentation Online based FMS (Phase 2)- Upon Approval	20%	
4	Testing and Troubleshooting. Online based FMS ready to go online (Phase 1 and Phase 2)	10%	
5	Technical Support and online based FMS training	10%	
	Total	100%	

NOTES:

**This shall be the basis of the payment tranches*

*** Please provide a detailed breakdown on how the calculations are arrived for each deliverable using the table below.*

E. Rates

Specialist	Daily/ Hourly rate, USD	Number of days/ hours	Total in USD

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

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 (UNCDF). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNCDF or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

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 UNCDF.

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 UNCDF for all sub-contractors. The approval of UNCDF 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 UNCDF 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, UNCDF, 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 UNCDF as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNCDF;
 - 8.4.3** Provide that the UNCDF 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 UNCDF 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 UNCDF 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 UNCDF shall rest with UNCDF and any such equipment shall be returned to UNCDF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNCDF, 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF.

- 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 UNCDF does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNCDF 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 UNCDF; 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 UNCDF 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 UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Contract.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNCDF, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNCDF or THE United Nations, or any abbreviation of the name of UNCDF 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 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 UNCDF, 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 UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF 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 UNCDF 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 UNCDF, 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF 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** UNCDF reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNCDF 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 UNCDF under this Article, no payment shall be due from UNCDF 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 UNCDF 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 UNCDF 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 UNCDF to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNCDF to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNCDF before the payment thereof and the UNCDF 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 UNCDF 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 UNCDF to terminate this Contract immediately upon notice to the Contractor, at no cost to UNCDF.

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 UNCDF to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNCDF.

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