



Request for Quotation (RFQ)

Subject: Procurement of Sharepoint Professional Services

1. UNDP envisages entering into (a) Long Term Agreement(s) for the Sharepoint Professional Services for one year, with possibility to extend for one additional year upon mutual agreement.
2. To enable you to submit quotations, please find enclosed:
 - Annex I Instructions to Bidders
 - Annex II TOR
 - Annex III Price Schedule
 - Annex IV Sample of Long Term Agreement
 - Annex V UNDP General Terms & Conditions
3. Queries concerning this RFQ may be addressed to Ms. Padcha Panichgul at padcha.panichgul@undp.org
4. Quotations must be delivered to the above e-mail on or before close of business on Monday 15 March 2010. Late bids shall be rejected.
5. If you are interested in submitting a bid, please contact Ms. Padcha so that you will be included on the contact list for response to queries regarding all parts of this RFQ.
6. This letter is not to be construed in any way as an offer to contract with your firm.

ANNEX I

INSTRUCTIONS TO BIDDERS

1. The successful Offeror is to provide service to UNDP as contained in the TOR (Annex II).
2. The successful Offeror must be compliance with UNDP General Terms and Conditions set forth in Annex V.
3. The bidder shall fill-in the Price Schedule format in Annex III.
4. **Partial bid IS permitted.** The bidder is not required to bid for all four areas but only areas available at your firm. Any cell left blank in the table will be assumed as “not available”.
5. The price offered shall remain fixed for the period from **for 1 year.**
6. UNDP is exempted from payment of VAT. The quoted price shall be in **USD** in exclusive of VAT.
7. Payment term shall be within 30 days from an invoice date.
8. The validity of quotation is within 60 days.
9. UNDP reserves the right to buy from other sources the items that are not covered in the list.
10. The quotation and all correspondence and documents relating to the bid shall be written in English language.

ANNEX II

Terms of Reference

Background

UNDP, together with Microsoft partners, have developed a customized collaboration platform based on Microsoft Office SharePoint Server 2007 technology for serving as Internet, Extranet, and Intranet purposes. A handful of Webparts has been developed to meet UNDP requirements. In the past years, UNDP has found that many business requirements have changed. It has also been agreed that the current system was difficult to maintain due to heavy and deep customization. UNDP is now looking for rebuilding the platform using plain and standard SharePoint setup with customization allowable only if Microsoft best practice is strictly followed and ease of future maintenance is ensured.

Contractors are required to strictly apply Microsoft best practices and recommendations in all areas below.

Skills required:

1. Infrastructure

Re-design, recommend, and deploy appropriate infrastructure for optimum SharePoint performance based upon the below requirements.

- 1.1. Design suitable SharePoint topology and server farms based on Microsoft's best practices and recommendation.
- 1.2. Setup SharePoint servers on VM Ware and Windows server 2008 based on UNDP requirements and apply latest Service Pack.
- 1.3. Setup multiple trusted AD authentication sources (Colombo, Fiji, New York) via VPN and ISA server.
- 1.4. Design and deploy SharePoint web applications and site collections for use as Internet, Extranet, as well as Intranet with optimization for access speed to allow countries with low bandwidth to access without trouble.
- 1.5. Apply SSL certificates to sites.

2. User Interface and Customization

Design user interface and look and feel using Microsoft best practice in Master Pages design and implementation.

- 2.1 Design SharePoint sites with publishing features enabled in order to allow management of content publishing workflows and processes.
- 2.2 Create new SharePoint landing pages for each main area of the sites.
- 2.3 Professional graphics design skill with excellent expertise and experience in customizing Master Pages, Page Layouts, and CSS for SharePoint is a must.
- 2.4 Apply SharePoint page rendering that is optimized for access speed.

3. Development

Develop additional SharePoint components and forms to serve business purposes.

- 3.1 Develop and customize Webparts to serve business requirements.

3.2 Develop Webservices for connecting to SharePoint lists and external datasources.

3.3 Develop SharePoint Data Views and workflows as required.

3.4 Develop InfoPath forms according to business requirements as well as linking the forms to SharePoint workflows running on Form Server.

4. Contents Design and Migration

Migrate existing contents and redeploy webparts from existing MOSS2007 sites to newly designed sites based on the below requirements.

4.1. Design Information Architecture to meet business needs by referencing to Microsoft's planning and deployment guides.

4.2. Migrate contents by using site templates or export feature.

4.3. Apply new Master Pages to the migrated contents.

4.4. Redeploy Webparts.

4.5. Redeploy Office InfoPath forms and form libraries.

4.6. Recommend and apply best practice in SharePoint security groups design to all sites.

4.7. Revise and apply search scopes and indexes with best practices.

4.8. Revise backup plan and schedule based on best practices.

4.9. Revise and apply best practices in Document Management System to existing contents.

ANNEX III

PRICE SCHEDULE

1. Infrastructure

<u>Skills required</u>	<u>Applicable to your firm? (Yes/No)</u>
1.1 Design suitable SharePoint topology and server farms based on Microsoft's best practices and recommendation.	
1.2 Setup SharePoint servers on VM Ware and Windows server 2008 based on UNDP requirements and apply latest Service Pack.	
1.3 Setup multiple trusted AD authentication sources (Colombo, Fiji, New York) via VPN and ISA server.	
1.4 Design and deploy SharePoint web applications and site collections for use as Internet, Extranet, as well as Intranet with optimization for access speed to allow countries with low bandwidth to access without trouble.	
1.5 Apply SSL certificates to sites.	

If Yes to all of the above skills required, please fill-in the price schedule below.

Price schedule for Infrastructure

<u>Role</u>	<u>Man-day rate (USD)</u>
Junior Developer	
Middle Developer	
Senior Developer	
Project Manager	
System Analyst	
Solution Architect	
Technical Leader	

2. User Interface and Customization

<u>Skills required</u>	<u>Applicable to your firm? (Yes/No)</u>
2.1 Design SharePoint sites with publishing features enabled in order to allow management of content publishing workflows and processes.	
2.2 Create new SharePoint landing pages for each main area of the sites.	
2.3 Professional graphics design skill with excellent expertise and experience in customizing Master Pages, Page Layouts, and CSS for SharePoint is a must.	
2.4 Apply SharePoint page rendering that is optimized for access speed.	

If Yes to all of the above skills required, please fill-in the price schedule below.

Price schedule for User Interface and Customization

<u>Role</u>	<u>Man-day rate (USD)</u>
Junior Developer	
Middle Developer	
Senior Developer	
Project Manager	
System Analyst	
Solution Architect	
Technical Leader	

3. **Development**

<u>Skills required</u>	<u>Applicable to your firm? (Yes/No)</u>
3.1 Develop and customize Webparts to serve business requirements.	
3.2 Develop Webservices for connecting to SharePoint lists and external datasources.	
3.3 Develop SharePoint Data Views and workflows as required.	
3.4 Develop InfoPath forms according to business requirements as well as linking the forms to SharePoint workflows running on Form Server.	

If Yes to all of the above skills required, please fill-in the price schedule below.

Price schedule for Development

<u>Role</u>	<u>Man-day rate (USD)</u>
Junior Developer	
Middle Developer	
Senior Developer	
Project Manager	
System Analyst	
Solution Architect	
Technical Leader	

4. Contents Design and Migration

<u>Skills required</u>	<u>Applicable to your firm? (Yes/No)</u>
4.1 Design Information Architecture to meet business needs by referencing to Microsoft's planning and deployment guides.	
4.2 Migrate contents by using site templates or export feature.	
4.3 Apply new Master Pages to the migrated contents.	
4.4 Redeploy Webparts.	
4.5 Redeploy Office InfoPath forms and form libraries.	
4.6 Recommend and apply best practice in SharePoint security groups design to all sites.	
4.7 Revise and apply search scopes and indexes with best practices.	
4.8 Revise backup plan and schedule based on best practices.	
4.9 Revise and apply best practices in Document Management System to existing contents.	

If Yes to all of the above skills required, please fill-in the price schedule below.

Price schedule for Contents Design and Migration

<u>Role</u>	<u>Man-day rate (USD)</u>
Junior Developer	
Middle Developer	
Senior Developer	
Project Manager	
System Analyst	
Solution Architect	
Technical Leader	

5.

ANNEX II

SAMPLE

LONG TERM AGREEMENT FOR THE SUPPLY OF TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and (hereinafter called “Contractor”) with its headquarters at _____

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Quotation offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of goods and deliverables, which are listed in Annex 1 hereto (“Goods/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office.
2. Such Goods shall be at the prices listed in Annex 2. The prices shall remain in effect for a period of one year from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Goods will be purchased during the term of this Agreement, which shall be for one year.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Goods provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 3, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

- 7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
- 8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of one year, and may be extended for one additional year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.

For and on behalf of:

Company Name

UNITED NATIONS
DEVELOPMENT PROGRAMME

Name
Title

Name
Title

Date:_____

Date:_____



ANNEX III

UNDP GENERAL TERMS AND CONDITIONS

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.

11.0 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.