



REQUEST FOR QUOTATION (RFQ) (Goods)

To: Open to National Firms	DATE: 17/07/2019
	REFERENCE: RFQ/ UNDP/ 2019/007

Dear Sir / Madam:

We kindly request you to submit your quotation for **Design, Establishment, and Hosting of YouthConnekt Africa Hub and YouthConnekt Rwanda Website** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **31 July 2019 at 12h00 PM** to the address below:

United Nations Development Programme
Attention: Head of procurement Unit
12, Avenue de l'armée, P.O BOX 445 Kigali, Rwanda
Tel: +250590400, Fax: +25025276263
Electronic submittals is accepted to: offers.rw@undp.org

Quotations submitted by email must be limited to a maximum of [5]MB, virus-free and no more than [indicate number] email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> <input type="checkbox"/> DPP	
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> <input type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Design, Establishment, and Hosting of YouthConnekt Africa Hub and YouthConnekt Rwanda Website	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> <input type="checkbox"/> 25 days from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached [if delivery will be staggered] Time Time Zone of Reference : NA	
Delivery Schedule	<u>Must be provided</u>	
Packing Requirements	Should be indicated	
Mode of Transport	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER <input checked="" type="checkbox"/> N.A
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency:	
Value Added Tax on Price Quotation ¹	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> <input type="checkbox"/> Local bidders Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of two years <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others , one year warranty	
Deadline for the Submission of Quotation	31/07/2019 at 12:00 P.M	
All documentations, including catalogs, instructions and	<input checked="" type="checkbox"/> <input type="checkbox"/> English <input type="checkbox"/> French	

International Bidders do not include VAT

operating manuals, shall be in this language	<input type="checkbox"/> Spanish <input type="checkbox"/> Others
Documents to be submitted	<input checked="" type="checkbox"/> <input type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> <input type="checkbox"/> Latest Business Registration Certificate if national companies; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied ; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”. <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <input type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input type="checkbox"/> Others any other <input checked="" type="checkbox"/> Company Profile and list of directors. Indicate the focal point person <input checked="" type="checkbox"/> At least three reference of satisfactory delivery of similar goods
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> <input type="checkbox"/> 90 days <input type="checkbox"/> 1 year In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> <input type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [<i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i>]
Payment Terms	<input type="checkbox"/> 100% upon complete delivery and completion of construction <input type="checkbox"/> Others: as per the ToR

Liquidated Damages	N/A
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> <input type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services <input type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Others
UNDP will award to:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Bidders are allowed to bid for any or all Lots]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> <input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type/s of Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days <input type="checkbox"/> Others <input checked="" type="checkbox"/> Provide samples if you have them
Conditions for Release of Payment	Passing Inspection Complete Installation <input type="checkbox"/> Passing all Testing <input type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> <input type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others
Site Visit	Not Mandatory. Those interested to see the venue can visit UNDP Office and see the main gate (entrance) at any time
Annexes to this RFQ	<input checked="" type="checkbox"/> <input type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> <input type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Drawings <input type="checkbox"/> Others Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p><i>Mbasa Rugigana</i> <i>Procurement Analyst</i> <i>Mbasa.rugigana@undp.org</i> Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Stephen Rodriques
Resident Representative

Terms of Reference

Design, Establishment, and Hosting of YouthConnekt Africa Hub and YouthConnekt Rwanda Website

BACKGROUND

YouthConnekt Africa (YCA) Hub is an African home-grown solution positioned to provide relevant solutions for the global South and to support the implementation of relevant South-South initiatives. The YCA Hub will therefore operate as a pan-African platform with the vision of connecting African youth for socio-economic transformation. The mission of the YCA Hub and Fund will be to reinforce members' youth empowerment initiatives driven by national priorities and entrepreneurs with expertise, capital, partnerships and the brand of YouthConnekt. Since its launch, many African countries have demonstrated strong interest in learning about YouthConnekt and replicating the YouthConnekt model in their respective countries. As a result, YouthConnekt was scaled up beyond Rwanda to eight African countries (The Democratic Republic of Congo, Liberia, Congo Brazzaville, Sierra Leone, Uganda, Zambia, Cape Verde and The Gambia). There is also ongoing discussion with other governments to join this pan-African youth empowerment movement.

Through national YouthConnekt initiatives (YouthConnekt Country Chapters or National Programmes), the Hub will accomplish its mandate by: i) coordinating a global network to create a continental ecosystem for African youth; ii) sharing experience and knowledge on program and policy design, youth initiatives, fund setting and reporting; iii) providing a conduit for resources at scale and data on youth to up-skill and finance African youth-led enterprises. The YCA Hub & Fund aims to contribute to the achievement Africa's SDGs mandate, the AU 2063 agenda, and AU Youth Charter.

Initiated in 2012 by the Government of Rwanda in a close partnership with UNDP Rwanda office, the YouthConnekt programme expanded in both components and impact. Due to its success and growth, an online platform (website) was developed, unfortunately with no reflection of the expected results of engaging the youth for their socio-economic empowerment. Though the need and expectations are still alive, an attractive online portal is still desired.

As the YouthConnekt initiative is expanding its operations across the Africa, it needs a virtual existence and connectivity to publish a wide range of communications, provide technical support to member countries, to facilitate dialogue and interaction between youth, promote its activities and share information members, partners and the public.

As per the above background, 2 separate website are needed:

- YouthConnekt Rwanda Website
- YouthConnekt Africa Website

SCOPE OF SERVICE

- Design and develop website structures, considering the YCA Hub & YouthConnekt Rwanda requirements and develop attractive web layout, easy to use, update and maintain, flexible navigation & search function; counting functions for web pages and visitors.
- Gather expectations from both YCA & YouthConnekt Rwanda websites and make proposals for attractive designs of the YCA and YouthConnekt Rwanda websites based on guidelines provided for Management's review and approval.
- Develop youth friendly websites capable to attract, disseminate and facilitate interactions of relevant opportunities.
- Liaise with relevant YCA Hub and YouthConnekt Rwanda teams to understand technical needs and identify corresponding user interface requirements, functions, and workflows.
- Gather informative contents for the Web presence (text, videos, documents, pictures, key speeches, etc.) from the communication teams of UNDP, MINICYOUTH.
- Develop back ends interfaces flexible to be edited even by non-programmers users.
- Make recommendations for backup/restore plan.
- Training to concern staff on website maintenance and content update.
- Establish a strong and updated security mechanism for the website. Website hosting and maintenance service for 2019-20.

EXPECTED OUTCOME

Well designed and fully functional two websites:

- a) YouthConnekt Hub & Fund
- b) YouthConnekt Rwanda

DURATION/TIMEFRAME

After signing the contract, it is expected to complete in 30 to 45 working days

DUTY STATION

Kigali, Rwanda

PRICE AND SCHEDULE OF PAYMENT

40% upon delivery and approval of the website shell.

40% upon delivery making website online, data migration, and training

20% upon satisfactory report on website functioning, designated staff training, and fixing any issue that may develop afterwards.

****The company fee will be paid as lumpsum amount inclusive of expenses related to consultancy and tax obligations. The contract price will be fixed regardless of changes in the components.*

QUALIFICATIONS/SELECTING CRITERIA

- Contractor must be a legally registered entity in Rwanda
- Contractor must be a reputable company with prior 7 years experience in the field
- Proven experience in providing similar services to international organizations
- Able to provide user training and all other operating guidelines or documents in English.
- Have a broad knowledge of current web development technologies and design tools in the field, and new software and other web programming languages including use of HTML, XHTML, CSS, XML, XSLT, Macromedia Flash, Java.
- Have excellent knowledge of recent trends in graphic design, web sites, including online video publishing, and social media networking.
- Demonstrate the ability to create innovative and visually appealing design
- Excellent knowledge of the different Content Management Systems.
- Solid knowledge on website security and website hosting service
- Proposed staff should be team player with excellent interpersonal skills.
- Fluency in English, and French skills will be an added advantage.

MANAGEMENT ARRANGEMENTS

- UNDP will contract the company; the consulting company will report to Interim Manager of YouthConnekt Africa Hub and the Ministry of Youth-Rwanda
- The firm/contractor is expected to use its own equipment and other required resources.
- The firm/contractor will work under overall guidance of the team consisting UNDP-MINIYOUTH-YCAHUB representatives.

DOCUMENTS TO BE INCLUDE IN THE PROPOSAL

- Letter of expression of interest and availability using the template providing by UNDP
- A proposal describing the previous work and references indicating all previous similar experience.
- A brief description why the company consider itself as the most suitable for the assignment, methodology, on how they will approach and complete the assignment.
- CVs of the technical staff working on website development i.e. lead developer etc
- The financial proposal that indicates all-inclusive fixed contract price supported with breakdown of all costs.
- List of international organizations with whom company or contractor has worked previously.

EVALUATION CRITERIA

Submission will be evaluated in consideration of the evaluation criteria

The offer will be evaluated by using the best value of money approach (combined scoring method). The technical proposal will be evaluated on 90 percent whereas financial will be evaluated on 10 percent.

Breakdown of Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm/Company/Contractor	25%	250
2	Proposed Methodology, Approach, Implementation Plan	40%	400
3	Management Structure, And Key Expert/Staff	25%	250
4	Financial Plan	10%	100
Total		100%	1000

FORM-I Technical Proposal Evaluation

Expertise of the Firm/Company		Points obtainable
1.1	Reputation of organization, firm, company, staff, credibility, reliability, industry standings	30
1.2	General organization capacity that likely to affect the implementation -financial stability -loose consortium, holding company or one firm -age/size of the firm -strength of project management support - project financing capacity -project controls	100
1.3	Extent to which any work subcontracted to (subcontracting carries additional risks which may affect project implementation, but properly done it offer to access specialized skills.	10
1.4	Quality assurance procedures, warranty	20
1.5	Relevance of: -specialized knowledge -experience on similar programs and projects -experience on the projects in region Work for UNDP or other bilateral and multilateral organizations	90
Total		250

FORM-II Technical Proposal Evaluation

Proposed Methodology and Implementation Plan		Points obtainable
2.1	Experience in developing high quality and interactive websites	140
2.2	Timeline to deliver the objectives of the assignment based on the deadlines provided.	80
2.3	Experience and knowledge on website security and website hosting service	40

2.4	Is the proposal corresponding to the TORs and covering the scope of assignment?	40
2.5	Post-website development services i.e. Maintenance or any other issue	50
2.6	Experience working in the field of web design and user experience for the development sector (bilateral, Multilateral, and INGOs) producing high quality outputs.	50
Total		400

FORM-III Technical Proposal Evaluation

Management Structure and Key Personnel		Sub score	Points obtainable
3.1	Task Manager		
	General Qualification		125
	International Experience	10	
	Training experience	10	
	Experience in specialization/technical expertise	80	
	No of IT projects supervised/implemented	20	
	Language qualification	5	
Total Points			125
3.2	Senior Expert		
	General Qualification		100
	International Experience	5	
	Training experience	10	
	Experience in specialization/technical expertise	65	
	No of IT projects supervised/implemented	15	
	Language qualification	5	
Total Points			100
3.3	Junior Expert-Graphics Designer		
	General Qualification		25
	International Experience		
	Training experience		
	Experience in specialization/technical expertise	20	
	No of Projects done	5	
Total Points			25
Total Part III			250

FORM-IV Technical Proposal Evaluation

Financial Proposal		Points obtainable
4.1	Overall value of the quoted price for the assignment	55
4.2	Breakdown against different components	30
4.3	Quality of the services against the quoted prices	15
Total		100

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. __RFQ/2019/004

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Goods⁴				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2 : Estimated Operating Costs (if applicable)

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

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

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

⁴ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁵ :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum two (2) years warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Delivery with manufacturers documents and operational manuals in English language or French			
e) Brand new replacement if Purchased Unit is beyond repair			
f) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

[Name and Signature of the Supplier's Authorized Person]

⁵ *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

[Designation]
[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 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 utilities 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 UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. 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, or relating to this Purchase Order 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. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 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.

18.2 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.

19.0 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.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess 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.