



### REQUEST FOR QUOTATION (RFQ)

Companies	DATE: 13.10.2017
	REFERENCE: RFQ/060/17

Dear Sir / Madam:

We kindly request you to submit your quotation for supply of services for Film Production Studio/Film Crew in Vienna, Austria, 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 17:00 (GMT+5), 27 October 2017 and via e-mail, or courier mail to the address below:

**United Nations Development Programme**  
41/3, Mirabad Street, Tashkent city, 100015, Republic of Uzbekistan  
Procurement Unit, Electronic version of your quotation must be sent to  
[bids.uz@undp.org](mailto:bids.uz@undp.org)

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. The following must be on the subject of email with your quotation to be sent to [bids.uz@undp.org](mailto:bids.uz@undp.org):

#### RFQ/060/17 – Film Production Studio/Film Crew

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:

Delivery Terms [INCOTERMS 2010]	<input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> _____ or other applicable term
Customs clearance, if needed, shall be done by:	<input type="checkbox"/> UNDP <input type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder <input checked="" type="checkbox"/> Not required
Exact Address of Delivery Location	United Nations Office at Vienna (Vienna International Centre (VIC), Wagramer Str. 5, 1400 Wien, Austria
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 30 calendar days from contract signature
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Uzbek soum (UZS)
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes

Deadline for the Submission of Quotation	27 October 2017, 17:00 (GMT+5)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English and/or <input checked="" type="checkbox"/> Russian Bids and supporting documents in other than English or Russian languages must have translated into above either language version.
List of mandatory documents to be submitted by Offeror's together with their Quotations by the deadline set above	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Part 1 of Annex 2, and in accordance with the list of requirements in Annex 1 <input checked="" type="checkbox"/> Declaration of owners' interest in other companies using form provided in Part 2 of Annex 2 <input checked="" type="checkbox"/> Company's profile with detailed information (name of the company, address, contact details etc.) using form provided in Part 3 of Annex 2 <input checked="" type="checkbox"/> Contact details (email, telephone, website) of clients whom the bidder supplied <u>similar goods/services</u> in the last 3 years. At least 2 contracts for supply of <u>goods/services</u> of similar nature is must using form provided in Part 4 of Annex 2 <input checked="" type="checkbox"/> Verified copy of the latest valid business registration certificate of the Offeror's company <input checked="" 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
List of documents to be requested by UNDP additionally from the three lowest priced bid Offerors <sup>1</sup>	<input checked="" type="checkbox"/> (a) Verified by third party (tax agency or other authorized body) copy of Financial Reports for the last two years OR (b) a bank statement from Offeror's bank, issued not less than 30 days prior the bid submission or quotation date, that he/she has available or has access to liquid assets (asset that can be readily converted to cash), to meet the construction/supply cash flow for the contract of not less than Offeror's bid value.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days 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"/> not permitted
Payment Terms	<b><u>To Local Supplier (Company registered in Uzbekistan):</u></b> <input checked="" type="checkbox"/> 15% advance payment and 85% final payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods <b><u>To Foreign Suppliers (Company registered outside Uzbekistan):</u></b> <input checked="" type="checkbox"/> 100% payment will be by bank transfer to the Supplier's account after delivery and acceptance of goods
Liquidated Damages	Will be imposed under the following conditions: <input checked="" type="checkbox"/> Penalty will be applied as percentage of contract price per day of delay: 0.1%, but up to maximum 10% of total contract value <input checked="" type="checkbox"/> Next course of action: penalty and termination of contract and return of advance payment if applicable

<sup>1</sup> Non-provision of any of additionally requested documents provided in this section will serve as a ground for disqualification of the Offer

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Strong financial position: (a) <u>Liquidity ratio for the last two years not less than 1 if financial statements are presented OR (b) Confirmation from bank on financial strength of the Offeror as per requirement outlined above</u> <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> At least 2 contracts for supply of <u>similar goods/services</u> successfully performed in the last 3 years. <input checked="" type="checkbox"/> Demonstrated availability of a permanent office reachable via landline telephone and permanent staff of at least 5 persons
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order (PO)
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if amount of penalty for delay in delivery exceeds 20% from total contract value
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3).  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	UNDP CO Uzbekistan, Procurement Unit 41/3, Mirabad Street, Tashkent city, Fax: (+998 71) 1203485, <a href="mailto:pu.uz@undp.org">pu.uz@undp.org</a>  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.
Post-qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
Other	Offers submitted by two (2) or more Offerers shall all be rejected if they are found to have <u>any</u> of the following: <ol style="list-style-type: none"> <li>they have at least one controlling partner, director or shareholder in common; or</li> <li>any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>they have the same legal representative for purposes of this RFQ;</li> <li>they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or</li> </ol>

	<ul style="list-style-type: none"> <li>e) influence on the Offer of, another Offerer regarding this RFQ process;</li> <li>f) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offerer; or an expert proposed to be in the team of one Offerer participates in more than one Offer received for this RFQ process. This condition does not apply to subcontractors being included in more than one Offer.</li> </ul>
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Goods/services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

Thank you and we look forward to receiving your quotation.

Sincerely yours,



### Terms of Reference of the Services Required

Items to be Supplied*	Q-ty	Description / Specifications of Goods	Latest Delivery Date
Film Production Studio/Film Crew	8 working days	<p><b>1 – General Information</b></p> <p>United Nations Office on Drugs and Crime (UNODC), Regional Office for Central Asia through the project to be implemented via Sub-Programme 2 “Criminal Justice, Crime Prevention and Integrity” of the UNODC Programme for Central Asia 2015-2019 is going to produce a training film on victim-centered approaches to prosecution and adjudication of Trafficking in Persons (TiP) cases.</p> <p><b>Objective:</b> To enhance the capacity of the criminal justice system to integrate the needs of victims and witnesses of trafficking in persons (TiP) into criminal trials and more effectively prosecute and adjudicate TiP cases.</p> <p>This project foresees the development of such an additional training film aimed at:</p> <ul style="list-style-type: none"> <li>highlighting the role of prosecutors, judges, lawyers, social workers/NGOs in ensuring that court proceedings in which trafficked persons are involved are not prejudicial to their rights, dignity or physical or psychological well-being;</li> <li>demonstrating best practice in how to address the needs of TiP victims and witnesses, afford assistance and protection measures during trial;</li> <li>discussing defense strategies commonly encountered in TiP cases, as well as considerations to be made by judges in adjudicating TiP cases, including appropriate sentencing;</li> <li>raising awareness of the concept of compensation and its value in TiP cases.</li> </ul> <p><b>Expected results:</b> a) Training film (DVD) on victim-centered approaches to prosecution and adjudication of TiP cases produced in Russian and Uzbek b) Awareness of criminal justice practitioners and capacities of training institutions in Uzbekistan enhanced on addressing TiP victims-witness’ needs and rights during trial proceedings c) Dialogue on institutionalization of TiP capacity development in the criminal justice sector and implementation of anti-human trafficking legislation and policy promoted.</p> <p><b>UNODC experience in related field:</b></p> <p>Within the framework of its anti-human trafficking assistance in Central Asia, UNODC has produced a training film on interviewing vulnerable victims-witnesses of human trafficking “Victims not Villains”. The training tool is based on the UNODC Anti-human Trafficking Manual for Criminal Justice Practitioners. It demonstrates good and bad interviewing techniques with an expert commentary.</p> <p>First produced in 2012, during the past years, the training film (DVD) has been widely disseminated. Available in English, Russian, Uzbek and Tajik, it continues to be used for training by national law enforcement training centres, NGOs, international organizations, both in countries of Central Asia and Southern Caucasus and globally.</p> <p>The new training DVD will be based on relevant modules of the UNODC Anti-human trafficking manual for criminal justice practitioners and serve as a</p>	30 calendar days from contract signature

		<p>flexible tool with visual ‘how to’ and ‘how not to’ scenarios. The tool can be used for training of criminal justice practitioners in Uzbekistan and be made available for TiP training throughout the region. The tool will be available long term and can support basic and refresher TiP training without any additional funding or involvement of international experts.</p> <p>The project will contribute to addressing long-term needs of TiP victims. The production of the training film is also aimed at promoting additional dialogue on anti-human trafficking legislation and policies; with a view to triggering legislative amendments in line with the best practices demonstrated (e.g. the Supreme Court in Uzbekistan has a right of legislative initiative). For example, the current criminal procedural code in Uzbekistan lacks provisions on special procedural protection measures (e.g. videoconferencing, voice and face distortion techniques) to be afforded to victims-witnesses of crime and TiP in particular during the trial process.</p> <p><b>Specific tasks to be performed by the Film Production Studio/Film Crew:</b></p> <ol style="list-style-type: none"> <li>1. To collaborate in the technical production of a training film on victim-centered approaches to prosecution and adjudication of Trafficking in Persons (TiP) cases.</li> <li>2. ROCA will provide a production script and schedule for the training film and arrange for the necessary cast and subject matter expertise at no cost to Production company;</li> <li>3. Participation of and contribution by the Production company and that of any individuals participating for or on its behalf will be duly and clearly acknowledged in the film titles;</li> <li>4. Participants in the production will be entitled to use copies of the training film as evidence of their work and contribution however, the copyright, all content, files, recorded matter, logos or features produced under this project in part or in whole remain the copyright and property of UNODC ;</li> <li>5. Production company will ensure that persons assigned by it to assist in the production of the said film are adequately and appropriately skilled for the roles they are expected to fulfil and will supervise the same;</li> <li>6. Production Company will provide a full film crew, production assistance/management and necessary equipment such as: cameras, lighting kit, sound kit, and suitable Courtroom set required for filming (either real or virtual depending on studio or location).</li> <li>7. Production Company will film the “mock trial” procedure, together with a few exterior sequences, as required in the script.</li> <li>8. Production Company will provide an Editor and editing/Post-Production facilities (FCP/AVID/Adobe Premiere or equivalent).</li> <li>9. Persons participating in activities related to this project do so at their own risk and no insurance indemnities or other liability will accrue to UNODC for any reason whatsoever;</li> <li>10. ROCA reserves the right to withdraw from this agreement where the logistical or financial situation renders the project unviable or in the wider interests of UNODC. Completion of the film is no guarantee that the said film will be released, distributed, published or otherwise used.</li> <li>11. The Master DVD has to be produced and can be used as the template for the creation training tools in almost any language. It can be used for English speaker target groups, but it is intended to add captions, subtitles and/or language tracks in multiple languages when funding permits.</li> </ol>	
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*\*Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

*[Enter name of authorized staff]*

*[Designation]*

*[Click here to enter a date]*



## ANNEX 2: BIDS SUBMISSION FORMS

### Part 1: FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/060/17.

**TABLE 1: Offer to Supply Services Compliant with Terms of Reference**

Item No.	Description/Specification	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
Total Final and All-Inclusive Price Quotation					

**TABLE 2: Detailed cost breakdown including travel and all operating costs.**

Description	Quantity	Unit of Measure	Unit Price	Total Price per Item

**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			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

*[Designation]*

*[Date]*

## PART 2: DECLARATION OF INTEREST

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Dear Sir/Madam,

We/I, \_\_\_\_\_ (Name and Title), as shareholder(s)/owner(s) of \_\_\_\_\_ Company, declare that:

- a) Have no financial and other interests in, association or relationship with, are not employed and do not have relatives (i.e. spouse, parents, children or siblings) employed by the United Nations Development Programme (UNDP) or the Government of Uzbekistan that announced the RFQ; and do not have access to information about, or influence on the selection process for this RFQ
- b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this RFQ with any other entity submitting its Quotation under this RFQ; are not subcontracting or are subcontractors to other entities for the purposes of this RFQ; and that the experts proposed in the team do not participate in more than one Quotation for this RFQ
- c) Are not involved in activities that could have an impact on the objectivity and independence of the Contractor's team in carrying out its duties under the contract or can affect the image of the United Nations and the Government of Uzbekistan.

We certify that the information stated is true, correct and complete to the best of our knowledge and belief. We are obliged to comply with all requests for additional information, documentation, clarification and/or verification concerning the Declaration of Interest statement.

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]*

*[Designation]*

*[Date]*

### PART 3: COMPANY PROFILE

1. Offeror's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of permanent staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation <sup>2</sup> : <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top two (2) Biggest Contracts for the past three (3) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Offeror's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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

<sup>2</sup> You must specify address of permanent office, landline telephone numbers

**PART 4: EXPERIENCE IN SIMILAR NATURE\***

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Name of the good supplied	Delivery period (month, year)	Amount of the contract	Client (Name, contact person, telephone, email)

\* - At least 2 contracts for the last 3 years for supply of goods of similar nature is must

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

*[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 effect 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.