



**REQUEST FOR QUOTATION (RFQ)  
(Services)**

<b>NAME &amp; ADDRESS OF FIRM</b>	<b>DATE: October 2, 2019</b>
	<b>REFERENCE: UNDP/ RFQ/34/2019</b>

Dear Sir / Madam:

We kindly request you to submit your quotation to provide services of photography and videography during By-election, 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 **October 15, 2019** via **~~✗~~ courier mail or hand delivery** to the address below:

**United Nations Development Programme**  
United Nation House  
Pulchowk, Lalitpur, Nepal  
UNDP Registry  
Tel: 5523200 and Fax: 5523991; 5523986,

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.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Other <b>Not Applicable</b>	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Not Applicable	
Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Kathmandu and Provinces</b>	
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"/> as per schedule provided after issuance of the Purchase Order (PO) /Contract	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements		
Mode of Transport	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars or <input checked="" type="checkbox"/> Local Currency: NPR	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Not Applicable	
Deadline for the Submission of Quotation	<b>COB, Tuesday, October 15, 2019 and 1700hrs (local time)</b>	

All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> <b>English</b>
Documents to be submitted	<input checked="" type="checkbox"/> <b>Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</b> <input checked="" type="checkbox"/> <b>Latest Business Registration Certificate</b> <input checked="" type="checkbox"/> <b>Latest Tax (VAT/PAN) Registration/Tax Clearance Certificate;</b>  <input checked="" type="checkbox"/> <b>Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</b> <input checked="" type="checkbox"/> <b>Technical Proposal: An initial proposed work plan/methodology to carry out the tasks addressing why the service provider is qualified for the task</b> <input checked="" type="checkbox"/> <b>Short CV/s of proposed team</b> <ol style="list-style-type: none"> <li>1. One Editor</li> <li>2. Four Photographers</li> <li>3. Four Videographers</li> <li>4. One Director</li> </ol>
Bid Security	
Validity of Bid Security	<b>Not Applicable</b>
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> <b>90 days</b>  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"/> <b>Not permitted</b>
	<input checked="" type="checkbox"/> <b>Based on deliverables as per ToR Annex 1</b>

Payment Terms	<input type="checkbox"/> Others
Liquidated Damages	<b>Liquidated Damages for delay of service would be: 0.5% of contract for every day of delay, up to a maximum duration of 10 days. Thereafter, the contract may be terminated by UNDP without notice.</b>
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> <b>Technical responsiveness/Full compliance to requirements and lowest price</b> <input checked="" type="checkbox"/> <b>Full acceptance of the PO/Contract General Terms and Conditions</b> <input checked="" type="checkbox"/> <b>CV/s of Focal person/team to support/carryout proposed task.</b> <input checked="" type="checkbox"/> <b>Technical Proposal: An initial proposed work plan/methodology to carry out the tasks</b>
UNDP will award to:	<input checked="" type="checkbox"/> <b>Only one supplier.</b>
Type of Contract to be Signed	<input checked="" type="checkbox"/> <b>Purchase Order</b> <input checked="" type="checkbox"/> <b>Other Type/s of Contract – Institutional Contract</b>
Special conditions of Contract	<input checked="" type="checkbox"/> <b>Cancellation of PO/Contract if the delivery/completion is delayed by 10 days</b>
Conditions for Release of Payment	<b>Written Acceptance of Goods and services based on full compliance with RFQ requirements by the UNDP.</b>
Annexes to this RFQ	<input checked="" type="checkbox"/> <b>TOR (Annex 1)</b> <input checked="" type="checkbox"/> <b>Form for Submission of Quotation (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3).</b>  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>UNDP Procurement Unit <i>UNDP-Nepal</i> <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a></p> <p><b>Subject Line of email: UNDP/RFQ/34/2019 – Photography and Videography services for By-election</b></p> <p>Written inquiries must be submitted on or before <b>5:00pm</b> Nepal Standard Time on <b>10 October 2019</b>. UNDP shall upload the response of inquiries in the website by <b>14 October 2019</b>. <a href="http://www.np.undp.org/content/nepal/en/home/operations/procurement.html">http://www.np.undp.org/content/nepal/en/home/operations/procurement.html</a></p> <p><b><u>Inquiries received after the above date and time shall not be entertained.</u></b></p> <p>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> <p>This email address is officially designated by UNDP. The subject line of the email for query should be same as mentioned above.</p> <p>UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received;</p> <ul style="list-style-type: none"> <li>- When inquiries are sent with the different subject line even to the designated email address.</li> <li>- When inquiries are sent to other person/s or address/es, even if they are UNDP staff.</li> <li>- For queries for information already available in the bidding document.</li> </ul>
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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.

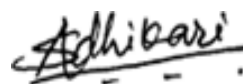
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about 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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,



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Shiva Prakash Adhikari  
Procurement Associate  
02 October 2019



## UNITED NATIONS DEVELOPMENT PROGRAMME TERMS OF REFERENCE

### I. Position Information

Title: Company to Provide Photo and Video Services of the By-Elections in Nepal

No of position: 1(one)

Department/Unit: Electoral Support Project, Chakupat

Reports to : CTA/Project Manager

Duty Station : Kathmandu

Expected Places of Travel (if applicable):

- **Mahottari** district, Province 2, where the service provider will need to travel to Balawa municipality and Pipara municipality for the local-level elections;
- **Kaski** district, Gandaki Province, where the service provider will need to travel to Pokhara metropolitan for the House of Representatives elections;
- **Bhaktapur** district, Province 3, where the service provider will need to travel to Changunarayan municipality for the Provincial Assembly member elections;
- **Sankhuwasabha** district, Province 1, where the service provider will need to travel to Makalu Rural Municipality for the local-level elections.

Duration of Assignment: The contract period is expected to cover 30 days within a period of October 2019 – December 2019.

- ☐ partial:  
☐ intermittent: ☒  
☐ full time

#### PROVISION OF SUPPORT SERVICES:

Office space	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Equipment (laptop etc)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Secretarial Services	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

### II. Background Information

The UNDP Electoral Support Project (ESP) provides long-term institutional capacity development of

the Election Commission, Nepal (ECN) and other stakeholders for conducting credible, inclusive and transparent elections in response to the request from the Government of Nepal. The ESP is currently in its second phase, from 2012 -2019. The first phase was from 2008 -2012.

ESP has been supporting the ECN in electoral and voter education activities since 2008. It has supported the Commission in the 2013 as well as the 2017 elections. ESP now seeks to provide support in terms of documenting the by-elections that has been scheduled for 30 November 2019 in photos and videos through an external service provider.

### III. Objectives of Assignment

The objective of the assignment is to produce videos and photographs of the by-elections scheduled for 30 November 2019, documenting four districts. The company is expected to:

- Capture raw footage of the by-elections from all four districts;
- Capture photographs of the by-elections from all four districts;
- Produce a 3-5-minute edited and compiled video with original music, sound bites from selected individuals and English sub-titles of the process involved in the by-elections.

The service company will need a team who can simultaneously be present at four different districts where the by-elections are taking place to take videos and photos of the event. It is anticipated that a two-member team will need to be present at the four different locations, meaning a total team of eight people will be needed on the grounds.

The copyright of all the deliverables will remain with UNDP.

### IV. Scope of work and Deliverables

#### **Scope of Work**

The assignment is to capture visual footage and photographs of the process involved in the by-elections in four districts. They will be required to have all the necessary requirements for filming and photography.

The company will need to cover the following steps involved in the by-elections, with a special attention to gender and social inclusion as well as inclusion of people with disabilities in all the steps:

**Appointment and Training of Returning Officers:** This is anticipated to take place around the end of October or early November. The appointment and the training of the Returning Officers may happen in Kathmandu and may be organized in two events. The service provider will need to capture the process of the appointment as well as parts of the training of the Returning Officers.

**Nomination of the Candidates:** This activity may occur in early November and involves the period for “claim and objection,” as well as provides the space for the withdrawal of candidacy. The service provider will need to document the nomination, as well as cases of claim and objection, and withdrawal.

**Publishing the final list of candidates:** The ECN publishes the final list of candidates in Kathmandu. This should be documented.



**Distributing Electoral Symbol:** The Returning Officers will do this at the local level and the process of distributing the electoral symbol will need to be documented.

**Campaigning:** The political parties will then be involved during the campaigning period. The footage will need to capture footages and photos from their campaigns. The timeline for these activities will depend on the election programme.

**Polling Day** – This is the main day on the 30<sup>th</sup> of November where the voting should be captured. People queuing up in the lines, registering, casting their votes, ballot papers, the transportation of ballot boxes will need to be captured. Gender and social inclusion as well as inclusion of people with disabilities will also need to be portrayed.

**Vote Counting and Result Announcement**– This period involves counting of the votes and the announcement of the votes. Both of these should be clearly documented, including the emotions from the result announcement.

The videos and photos will need to use a mix of shots, including but not limited to close-up shots, long shots, wide shots, medium shots to convey a message. The edited video and photos will primary be used for a lay audience to inform them of the by-elections in a visual and dynamic way. They will be disseminated widely through websites and on social media platforms, as well as on reports and publications of the project. The raw footage will be used by the project for its internal purposes. Both the videos and the photos will need to capture the emotions of the people.

The copyrights of all of the material produced by the company for ESP shall remain with ESP.

### **Deliverables:**

The company will need to provide the following in a USB flash drive to the ESP:

1. Raw footage from the process of the by-elections in four districts with an intro, colour correction and sound, and outro. (The consultant will need to have ample footage so that the ESP and ECN team can document the by-elections in the archive);
2. One edited 3-5-minute edited and compiled video from the footage of all four districts with original music, sound bites from selected individuals and English sub-titles of the process involved in the by-elections. This video should give the audience insight into how the by-elections took place in Nepal;
3. 800 selected high-resolution photographs (4 districts X 200 photos) of the by-elections.

It is recommended that the company take many video footage and photographs so that it will be easy to select the shots. All videos must be produced in high-definition (HD), at least 1920 X 1080 pixels. The videographer and photographer must also be conscious of lighting and framing; and the videographer should ensure high quality sound. All of the equipment should be of high quality to take stable shots of the event.

Description of Deliverables	Estimated completion date
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A detailed concept note with a work plan	22 October 2019
Edited photos from the process of the by-elections	5 December 2019
Raw footage from the process of the by-elections in the pre-identified four districts	3 December 2019
First draft of the edited and compiled video of the process involved in the by-elections	5 December 2019
Final draft of the edited and compiled video of the process involved in the by-elections	10 December 2019
Submission of all pending documents	15 December 2019

### **Proposed Payment Schedule**

The company will be paid based on the number of deliverables and is required to quote the prices for all expenses, including travel and logistics; equipment fees; human resources fees and all other associated costs.

### **V. Recruitment Qualifications**

The successful company should possess a strong team of experienced videographers, editors, photographers and directors all with a Bachelor's Degree in a relevant discipline. The teams will need all necessary equipment to carry out the task. It is also expected that the service provider is respectful and sensitive towards the nature of the assignment, presents a balanced and neutral footage, and maintains high professional ethics through the task. The specific expectations from each of the team members are as follows:

<b>S.N.</b>	<b>Role</b>	<b>Requirements</b>
1.	Videographer	<ul style="list-style-type: none"> <li>• Should have experience of filming sensitive content and have filmed at least seven documentaries</li> <li>• Should be able to collect sound bites from relevant stakeholders for the raw footage as well as the edited footage</li> <li>• Should be willing to travel to the field to capture the process involved in the by-elections.</li> </ul>
2.	Editor	<ul style="list-style-type: none"> <li>• Should have edited at least five documentaries</li> <li>• Should be proficient in using editing software such as Adobe Premier, After Effect and any other relevant software</li> <li>• Should be able to work to get a tailored background score/ music for the 3-5-minute video</li> <li>• Should be willing to work closely with the ESP team through an iterative process</li> <li>• Should be able to add sub-titles in English where necessary</li> <li>• Should have good command over the English and Nepali languages</li> </ul>

3.	Photographer	<ul style="list-style-type: none"> <li>• Should be able to travel to the field</li> <li>• Should be able to use a DSLR camera to produce high-resolution photographs during the by-elections process</li> <li>• Should have experience of capturing human emotions in various projects, especially those in the development sector</li> </ul>
5.	Director	<ul style="list-style-type: none"> <li>• Should have at least seven years of experience in producing videos for development projects</li> <li>• Should be able to provide creative input to both the photographer, videographer and the editor on the technical aspects of the videos and photos</li> <li>• Should be willing to liaise closely with ESP to keep them informed at all times</li> <li>• Should be willing to work closely with the ESP team through an iterative process</li> <li>• Should be willing to travel to the field if necessary</li> </ul>

## VI. Application and Evaluation process

The service provider is required to submit separate and sealed technical and financial quotations in the application process.

In the technical part, the service provider must submit:

- a. Letter of Interest addressing why the service provider is qualified for the task;
- b. Detailed timeline of the proposed work;
- c. Five most recent and relevant samples of work (photo and video samples), disclosing the year it was made;
- d. Two reference letters;
- e. C.V.s of
  5. One Editor
  6. Four Photographers
  7. Four Videographers
  8. One Director
- f. Company Profile and registration certificate of the company.

In the financial part, the service provider must submit:

- a. A financial proposal with a detailed breakdown of cost including resource person cost, equipment costs, travel costs and any other associated costs;
- b. PAN and VAT certificate;
- c. Tax clearance certificate.

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>1</sup>**  
*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)*

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. **UNDP/RFQ/34/2019**.

**TABLE 1: UNDP/RFQ/34/2018 – Photography and Videography services for By-election**

S/N	Description	Quantity	Unit Rate	Total
1	Capture raw footage of the by-elections from all four districts;	4 Districts		
2	Capture photographs of the by-elections from all four districts;	4 Districts		
3	Produce a 3-5-minute edited and compiled video with original music, sound bites from selected individuals and English sub-titles of the process involved in the by-elections	1		
	<b>Total</b>			
	<b>VAT 13%</b>			
	<b>Grand Total</b>			

**Kindly provide individual cost breakdown for all 4 workshops.**

**TABLE 2 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:	N/A		

<sup>1</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Country/ies Of Origin <sup>3</sup> :			
Warranty and After-Sales Requirements	N/A		
a) Warranty as specified in specification	N/A		
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]*  
*[Designation]*  
*[Date]*

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<sup>3</sup> *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.*

**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.