



**REQUEST FOR QUOTATION (RFQ)
(SERVICES)**

NAME & ADDRESS OF FIRM	DATE: September 3, 2020
	REFERENCE: RFQ/UNDP/NAM/2020/008/69688 - Editing and Graphic Design of SEIAC Nam Knowledge Products for the <i>UN framework for the immediate socio-economic response to COVID-19</i> , a Socio-Economic Impact Assessment of COVID-19 in Namibia, (SEIAC Nam).

Dear Sir / Madam:

We kindly request you to submit your quotation - **Editing and Graphic Design of SEIAC Nam Knowledge Products**, 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 Close of Business of **September 11, 2020** at procurement.na@undp.org with subject of email as **RFQ/UNDP/NAM/2020/008/69688 - Editing and Graphic Design of SEIAC Nam Knowledge Products**.

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 4 email transmissions to ***procurement.na@undp.org***. 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 Services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	DAP (Delivery at Place)
Exact Address/es of Delivery Location/s (identify all, if multiple)	By email to procurement.na@undp.org
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> One Month period spread over Two Months from the issuance of the Purchase Order (PO) / Contract Time: 16:00PM Time Zone of Reference: UTC+2
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Mode of Transport	<input checked="" type="checkbox"/> LAND/ROAD
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: Namibian Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes and Company VAT Registration No. stated
Deadline for the Submission of Quotation	Close of Business, Friday, September 11, 2020 and UCT +2
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ¹	<input checked="" 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"/> Latest Valid Good Standing Certificate from Receiver of Revenue office. <input checked="" type="checkbox"/> Latest Business Registration Certificate Valid; <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 ;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 30 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.

¹ First 2 items in this list are mandatory for the supply of imported goods

Partial Quotes	<input checked="" type="checkbox"/> Not Permitted
Payment Terms	<input checked="" type="checkbox"/> Payment 100% upon delivery and satisfactory certification of invoice and Services /Material delivered'
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ² <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One or More Suppliers
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by More than 7 Working Days
Conditions for Release of Payment	X Certification of Services by UNRCO as Satisfactory and certification of Invoices and upon submission to UNDP <input checked="" type="checkbox"/> Written Acceptance of Goods/Delivery note based on full compliance with RFQ requirements
Annexes to this RFQ ³	<input checked="" type="checkbox"/> Specifications of Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) 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)	<i>procurement.na@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.

Goods and Services offered shall be reviewed based on completeness and compliance of the quotation with the Terms of Reference and specifications described above and any other annexes providing details of UNDP requirements.

² UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

³ Where the information is available in the web, a URL for the information may simply be provided.

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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 Namibia Procurement UNIT

Procurement Associate

September 3, 2020



TERMS OF REFERENCE

**Social Economic Impact Assessment of COVID19 in Namibia (SEIAC Nam)
Editing and Graphic Design services for SEIAC Nam Knowledge Products
September 2020**

1. Introduction

Namibia, as with the rest of the world is having to undertake measures to protect the country from the irreversible effects of the COVID-19 pandemic that is claiming lives and destroying livelihoods, following the first reported case in the country on 14 March 2020. On 11 March 2020, the World Health Organization (WHO) declared COVID-19 a pandemic, pointing to the over 118,000 cases of the coronavirus illness in over 110 countries and territories around the world and the sustained risk of further global spread. Considering a range measures so far undertaken including lockdowns, and the declaration of a State of Emergency, COVID-19 still has no cure and a vaccine is yet to be discovered. Yet, COVID-19 is spreading, overwhelming the healthcare system, dismantling social-economic gains, as Namibia faces its worst economic contraction and recession in history.

In response, the Government of the Republic of Namibia (GRN), with the support of the United Nations (UN) Namibia's Inter-Agency Task Team (IATT) in close collaboration with the Inter-University Task Team (IUTT) that was set-up by the Government have been providing substantive analysis in support to the emergency, preparedness, recovery and resilience needs and efforts of the GRN.

2. Background

Based on the *UN framework for the immediate socio-economic response to COVID-19*, a Socio-Economic Impact Assessment of COVID-19 in Namibia, (SEIAC_Nam), has been ongoing, to provide substantive analysis to inform programmatic and policy response to the Government. ***Please see the TORs for the SEIAC_Nam for reference.***

The *UN framework* and the related 5 Pillars call for the utilization of various analytical methods and tools for fast data collection and quick country assessments. The 5 Pillars include:

Pillar 1: Health First: Protecting Health Services and Systems during the Crisis.

Pillar 2: Protecting People: Social Protection and Basic Services.

Pillar 3: Economic Response and Recovery: Protecting Jobs, Small and Medium-Sized Enterprises (MSMEs), and Informal Sector Workers.

Pillar 4: Macroeconomic Response and Multilateral Collaboration.

Pillar 5: Social Cohesion and Community Resilience.

Accordingly, the Social-Economic Impact Assessment of COVID-19 in Namibia (SEIAC-Nam) seeks to:

- a) Provide an overview of the pandemic vis-à-vis the health system's capacities/constraints, implications on the home caregivers.
- b) Assess and quantify the socio-economic impacts of the pandemic on Namibia
 - i. Social impacts – poverty, inequality, food security, employment, gender dimension and gender-based violence, education, health, gender and cultural practices and customs. The expert consultants must also interrogate the impacts on vulnerable groups such as women,

- youth, people living with disabilities, children, the elderly, orphans, persons infected and/or affected with the HIV and AIDs, etc., especially at the household level.
- ii. Economy – overall GDP growth, impacts on micro, small, medium-sized enterprises (MSMEs), sectoral impacts - agriculture, industry, mining, tourism, transport, trade and especially cross border trade and investment (looking at the positive and negative impacts – which sectors are losers and winners from this pandemic); both formal and informal economy.
- c) Assess the impact of the pandemic on UN programing and recommend requisite UN response, role and how programing can be improved to better support the government.
- d) Assess the impact of the COVID-19 on Namibia’s ability to achieve the Sustainable Development Goals (SDGs) by 2030.
- e) Assess the broad range of policy options that could be leveraged and provide appropriate short-, medium-, and long-term policy recommendations for strategic response aimed at:
 - i. Addressing the socio-economic impacts,
 - ii. Supporting economic recovery and sustainable growth and development,
 - iii. Increasing economic activities once again, especially amongst the private sector and MSMEs,
 - iv. Addressing gaps at national, local, sector, and community levels in supporting the population, especially the poor and other vulnerable groups as well as the overall health system, so that no one is left behind,
 - v. Enhancing the country’s ability to achieve the SDGs by 2030.

3. Scope of the work

The objective of assignment is to copy editing and conceptualization and graphic design of technical and knowledge products of the SEIAC_Nam with a view to ensuring accuracy, clarity, cohesion and conformity with United Nations standards, policy and practice.

Specifically, under copy editing the service required are:

- i. Consolidate, undertaking substantive copy editing of the Seasonal knowledge products, aimed at improving the overall coverage and presentation, content, scope, length, level and organization.
- ii. Produce graphs, charts, illustrative maps, diagrams, icons, and graphics aligned with visual identity charts and elements, including infographic designs for the Seasonal knowledge products, reflecting visually the key messages, statistical data and policy recommendations.
- iii. Prepare “ready for production” files in line with print and web best practices of all Seasonal knowledge products, ensuring that all graphic elements and content communicate the main findings of the SEIAC_Nam knowledge products.
- iv. Design and provide templates (including electronic formats) for any communication related materials including policy briefs, press releases and social media platforms. This includes printing packages (all layout and design files, including pre-press for the printing house and web-versions) for publications and other communication products.
- v. Produce quality visibility material for the SEIAC_Nam Knowledge Products utilizing UN Country Team’s (UNCT) brand guidelines, including designing the overall layout and design of the covers of the SEIAC_Nam knowledge products.
- vi. Providing templates as required for digital and print materials.
- vii. Supporting dissemination/ advocacy strategy.

Responsibilities include:

- i. Providing substantive copy editing, drafting and proof-reading services for materials ranging from complex publications to substantive technical documents.
- ii. Copyediting, proofreading, filling in gaps in the information, restructuring and rewriting as required.
- iii. Correcting spelling and appropriate use of words with correct grammar and syntax, consistent style and format throughout the document.
- iv. Appropriately positioning and numbering of boxes, figures and tables.
- v. Ensuring consistency of references including footnotes, data sources etc.
- vi. Thoroughly reviewing annexes (people consulted, bibliography, etc.) to highlight incomplete areas, along with consistency in presentation as per UN publication guidelines.
- vii. Preparing a complete table of Contents and Acronym List per document.
- viii. Proofreading designed layout files to ensure a complete print ready file.

4. Timeline and Expected Deliverables

The assignment will require **30 days** spread over a period of **two** months, commencing in September 2020.

The final expected deliverables include:

1. A full and consolidated Report.
2. One Policy Brief.
3. Advocacy and communication content and materials.

To be executed in accordance with the following timelines:

Activity/deliverable	Time frame
1. Submission of Inception Note - detailing the conceptualization of the assignment: methods, work plan, and annotated outline of outputs	18 SEPTEMBER 2020
2. Prepare content and messaging for the different products <ol style="list-style-type: none">a. Copywriting of the contentb. Define Key messages for different audiencesc. Articulate storyline for animations or presentations	30 SEPTEMBER 2020
3. Revisions and prepare final files <ol style="list-style-type: none">a. Prepare final versionb. Prepare Print ready filesc. Provide source files with instructions for editing	08 OCTOBER 2020
4. Develop Communication toolkits <ol style="list-style-type: none">a. Design posters and brochureb. Design animation and/or presentationc. Develop social media material	05 NOVEMBER 2020

5. Qualifications

Education: Advanced university degree (Master's Degree or equivalent) in economics, public policy, social sciences or related discipline. Additional qualifications in design and communications/editing is a must.

Experience

- i. A minimum of 10 years of experience with similar assignments in substantive copy editing/production services for major flagship publications for UN institutions.
- ii. Background and track record in drafting advocacy documents from research studies and synthesizing complex technical documents into key messages.
- iii. Knowledge of infographic design policies, practices and research techniques including graphics, illustration, layout and visualization of statistical data, and providing infographic services for major flagship publications for UN institutions.
- iv. Experience with editing and proofreading UN documents and familiarity with UN's style and UN editorial manual
- v. Experience on African development issues and solid understanding of development indicators.
- vi. Understanding of new and evolving technologies and digital platforms.
- vii. UN experience and ability to work in a multicultural experience is essential.
- viii. Proven ability to work to tight deadlines is a must.

Core skills

- i. Ability to synthesize complex information of a technical and specialized nature and prepare briefs and summaries in a clear and concise manner.
- ii. Ability to conceptualize, plan and execute innovative ideas.
- iii. Ability to set priorities, produces quality outputs.
- iv. Ability to meet deadlines and manages time efficiently.
- v. Excellent oral and written skills.
- vi. Planning/organizational skills.
- vii. Excellent interpersonal skills and flexible attitude.

Language Requirements: Excellent command of English. Knowledge of French and/or Portuguese is desirable.

6. Working Arrangements

The Consultant will work under the guidance of the Economist and Development Coordination Officer and in consultation with the Head of Communications, at the Office of the UN Resident Coordination Officer (RCO).

7. Remuneration

This assignment is home-based. The consultant will be hired under RCO Individual Contract. The consultant shall be paid a lump sum in two installments, for services rendered, following submission and acceptance of deliverables. The first installment will be after submission of first satisfactory drafts outputs, and the second installment will be made after the submission of satisfactory final outputs.

8. Proprietary Rights

Outputs delivered under this assignment contract will remain the property of UN Namibia, as per UN's General Conditions of Contract for Consultants and Individual Contractors.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to **Provide Services** listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ/UNDP/NAM/2020/008/69688 - Services for Editing and Graphic Design of SEIAC_Nam Knowledge Products.**

5. Scope of the work

The objective of this assignment is to copy editing and conceptualization and graphic design of technical and knowledge products of the SEIAC_Nam with a view to ensuring accuracy, clarity, cohesion and conformity with United Nations standards, policy and practice.

Specifically, under copy editing the services required are as follows:

- viii. **Consolidate, undertaking substantive copy editing of the Seasonal knowledge products, aimed at improving the overall coverage and presentation, content, scope, length, level and organization.**
- ix. **Produce graphs, charts, illustrative maps, diagrams, icons, and graphics aligned with visual identity charts and elements, including infographic designs for the Seasonal knowledge products, reflecting visually the key messages, statistical data and policy recommendations.**
- x. **Prepare "ready for production" files in line with print and web best practices of all Seasonal knowledge products, ensuring that all graphic elements and content communicate the main findings of the SEIAC_Nam knowledge products.**
- xi. **Design and provide templates (including electronic formats) for any communication related materials including policy briefs, press releases and social media platforms. This includes printing packages (all layout and design files, including pre-press for the printing house and web-versions) for publications and other communication products.**
- xii. **Produce quality visibility material for the SEIAC_Nam Knowledge Products utilizing UN Country Team's (UNCT) brand guidelines, including designing the overall layout and design of the covers of the SEIAC_Nam knowledge products.**
- xiii. **Providing templates as required for digital and print materials.**
- xiv. **Supporting dissemination/ advocacy strategy.**

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Responsibilities will include:

- ix. Providing substantive copy editing, drafting and proof-reading services for materials ranging from complex publications to substantive technical documents.
- x. Copyediting, proofreading, filling in gaps in the information, restructuring and rewriting as required.
- xi. Correcting spelling and appropriate use of words with correct grammar and syntax, consistent style and format throughout the document.
- xii. Appropriately positioning and numbering of boxes, figures and tables.
- xiii. Ensuring consistency of references including footnotes, data sources etc.
- xiv. Thoroughly reviewing annexes (people consulted, bibliography, etc.) to highlight incomplete areas, along with consistency in presentation as per UN publication guidelines.
- xv. Preparing a complete table of Contents and Acronym List per document.
- xvi. Proofreading designed layout files to ensure a complete print ready file.

(The **Company / Individual** is allowed to provide Quotation in there Company Template/Format in addition to this Form being provided for submission)

TABLE 2: 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			
Country/ies Of Origin ⁶ :			
Warranty and After-Sales Requirements			
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 /TOR.

(Company to insert)

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

⁶ 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.