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Request for Proposal (RFP)

Date: 28 September 2020

Dear Sir/Madam,

Subject: Local Firm to develop a eLearning Platform for CSOs on SDGs

You are requested to submit a proposal for the above, as per enclosed Terms of Reference (TOR).

1. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. Terms of Reference (TOR).....(Annex II)
 - iii. Proposal Submission Form(Annex III)
 - iv. Price Schedule(Annex IV)
 - v. General Conditions of Contract..... .(Annex VI)
2. Your offer comprising of technical proposal and financial proposal, in separate emails, should reach the following email address no later than **Wednesday, 7 October 2020 @ or before 15:00hrs local time. For more detail on submission of proposal please refer to point 15 of the bid document.**
Operations Associate
Email: proc.mv@undp.org
3. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
4. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Mariyam Nazra
Assistant Resident Representative - Operations

Instructions to Offerors

A. Introduction

1. General

Purpose of this RFP is hire a firm to develop a eLearning Platform for CSOs on SDGs.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English/French/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/French/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /French /Spanish translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

8. Export License

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

- A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
- Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

9. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

11. Proposal currencies

All prices shall be quoted in **Maldivian Rufiyaa including GST**.

12. Period of validity of proposals

Proposals shall remain valid for sixty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto

shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

13. Format and signing of proposals

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

15. Mode of proposal submission and marking of proposals

The Offeror shall send technical proposal and financial proposal in separate emails to the email address below. Financial proposal must be locked, and password must be provided upon request from UNDP. We will request for password of bidders who ONLY pass the technical evaluation.

(a) The proposals shall be addressed to:

- addressed to –
**Operations Associate
United Nations development Programme
Tel: +960 7946626
Email: proc.mv@undp.org**

and,

- Email titled –

“RFP Local Firm to develop a eLearning Platform for CSOs on SDGs”.

16. Deadline for submission of proposals

Two separate emails shall be sent when sending the technical and financial proposal.

Technical Proposal

Technical proposal including proposal submission form, company profile, CVs of candidates and timeline must be sent to the email address specified above no later than **Wednesday, 7th October 2020 @ or before 15:00hrs local time.**

Financial proposal (Should be password protected)

- Financial proposal (inclusive of all costs)
- We will notify the bidders who pass the technical score to provide the password of the financial proposal on the day of financial evaluation.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

19. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 70 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor who gets the highest combined score.

Evaluation Criteria

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. Please find below the technical criteria and the weights.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity		
				A	B	C
1.	Team members must have an educational background in development studies, website/software development, Information Technology, computer science or any related field		10			
2.	Minimum of 5 years of professional experience working in the field of public policy, Human Rights or International Development. Practical experience in developing eLearning content, teaching tools. course works and modules will be assessed. Previous experience and substantive knowledge of Sustainable Development Goals		30			
3.	Minimum of 3 years of experience in the field of design and website development. Relevant experience in using Content management Systems. (Quality of work done for previous consultancies will be assessed)		20			
4	Methodology to undertake the work contained in the proposal		10			
Total (70)			70			

F. Award of Contract

23. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

24. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

26. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. 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>.



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Resilient nations.*

Terms of Reference To develop a eLearning Platform for CSOs on SDGs

Background

On 1 January 2016, the 17 Sustainable Development Goals (SDGs) of the 2030 Agenda for Sustainable Development — adopted by world leaders in September 2015 at an historic UN Summit — officially came into force. With these Goals that universally apply to all, countries will mobilize efforts to end all forms of poverty, fight inequalities and tackle climate change, while ensuring that no one is left behind. The SDGs, also known as Global Goals, build on the success of the Millennium Development Goals (MDGs) and aim to go further to end all forms of poverty. The Goals are unique in that they call for action by all countries, poor, rich and middle-income to promote prosperity while protecting the planet. They recognize that ending poverty must go hand-in-hand with strategies that build economic growth and addresses a range of social needs including education, health, social protection, and job opportunities, while tackling climate change and environmental protection.

In September 2019, the UN Secretary-General called on all sectors of society to mobilize for a decade of action on three levels: global action to secure greater leadership, more resources and smarter solutions for the Sustainable Development Goals; local action embedding the needed transitions in the policies, budgets, institutions and regulatory frameworks of governments, cities and local authorities; and people action, including by youth, civil society, the media, the private sector, unions, academia and other stakeholders, to generate an unstoppable movement pushing for the required transformations.

As we start the decade of action to achieve the goals of the 2030 Agenda for Sustainable Development, the coronavirus crisis is pushing critical economic, social and environmental development targets beyond reach. The SDGs were always requiring the active engagement of governments, civil society, and the private sector, but COVID-19 has made these partnerships even more critical and urgent. Over the lifetime of the SDGs, the nature of citizen participation is also expected evolve. United action is necessary to get back on track to achieve the SDGs.

As a Small Island Developing State, Maldives is constrained, by its structural characteristics, such as the geographic isolation, small size, limited natural resources and small population to expand and diversify the economy, to build climate resilience and to consolidate its relatively new democracy.

In the Maldives, civil society organizations (CSOs) play a key role in promoting sustainable development at the local and national level through advocacy, articulating interests, and delivering social services. The Constitution of the Maldives broadly provides the rights and freedoms for the formation and operation of CSOs. The Act on Decentralization of the

Administrative Divisions of the Maldives (Decentralization Act) also identifies CSOs as potential partners of local councils for service delivery and development activities. Given these reasons that there is high potential for CSOs to play an active role in promoting, advocating and supporting the implementation of the SDGs in the Maldives.

UN Maldives is seeking to develop an online platform that will allow for CSOs to actively learn and engage on SDGs for advocacy and national development.

Scope of Work

Under the guidance of the UN Resident Coordinator Office, the Consultancy Team will design a self-paced and interactive online course with modules on all the Sustainable Development Goals (SDGs) catered to the local context and relevant to Civil Society in the Maldives. The course should include practical ways for Civil Society to engage with and incorporate the SDGs in their work. The course content needs to be developed in both Dhivehi and English. Specifically the Team would need to undertake the following

1. Develop course contents and modules including learning objectives, in line with the framework established by the UN globally
2. Develop an eLearning Storyboard that curates the online training content and aligns it with the learning objectives and integrates aesthetics
3. Identify or develop a platform to deliver the online course that can be integrated or embedded into UN website.
4. Design and develop a functional platform of a self-paced and interactive learning modules which is inclusive and accessible for all
5. Integrate the learning modules to UN Website

The team will also need to develop a guidance document on maintenance and back end management of the platform, and provide troubleshooting services for the platform for period of minimum 3 months. And if required, provide training session during this period. The team will also need to provide options for hosting the online platform.

Outputs and Deliverables

1. Course contents and modules based on Sustainable Development Goals for Civil Society developed for review and validation by UN Resident Coordinator's Office
2. An eLearning Storyboard for the course contents for each of the modules developed for review and validation by UN Resident Coordinators Office
3. Design and develop a functional platform of the online learning modules for review and validation by UN Resident Coordinators Office;
4. Online Course Developed, finalized and integrated into the new UN Maldives Website.

Institutional Arrangement

The team is expected to work under the guidance of the UNRCO. Regular meetings will be held with the UNRCO to provide updates of work progress. A team leader should be identified to correspond with UNRCO and to provide updates on progress

Duration of the Work

This assignment will take approximately 3 months. The consultancy team should develop a proposal with a clear timeline for each deliverable as stipulated above.

Duty Station: Remote

Qualification of the Successful Consultancy Team:

Education:

- At least **one** individual in the team with an advanced university degree (Master's or higher) in Development Studies, or related disciplines is **required**. A bachelor's degree in the related field with extensive professional experience may be considered
- At least **one** individual in the team with a bachelor's degree in information technology, computer science, or related discipline is **required**. A diploma or certificate course in the related field with extensive professional experience may be considered

Experience:

- At least **one** individual in the team with 5 years of professional experience working in the field of Public Policy, Human Rights or International Development is **required**
- At least **one** individual in the team with 3 years of experience in the field of design and website development is **required**
- At least **one** individual in the team with who has engaged on working with the Sustainable Development Goals, and who has substantive knowledge of the Sustainable Development Goals is **required**
- At least **one** individual in the team with relevant experience in using Content Management Systems (CMS) is **desirable**
- At least **one** individual in the team who has experience practical experience in developing eLearning content, teaching tools, course works and modules is **desirable**
- At least **one** individual in the team who has experience teaching and conducted trainings on development subjects is **desirable**
- At least **one** individual in the team who has a background in designing content is **desirable**

Language Requirements:

Fluency in English and Dhivehi is required.

Schedule of payment

Payment will be made in instalments upon delivery of milestones which will be agreed before contract signing.

Evaluation criteria

The award of the contract will be made to the consultant whose offer has been evaluated and determined as having received the highest combined score of the technical and financial scores.

- Technical Criteria weight: 70%

- Financial Criteria weight: 30%

Only candidates obtaining a minimum of 70 points out of 100 points at the technical evaluation will be considered for the financial evaluation.

Application procedure & documents to be submitted

Interested consultants must submit the following documents/information to demonstrate their qualifications on or before suggested deadline online.

1. Technical Proposal –

- Explaining why they are the most suitable for the work
- Providing a methodology on how they will approach and conduct the work,
- Relevant work experience and skills for the assignment. The teams curriculum vitae, outlining detailed qualifications, experience and skills should also be presented.
- Should include the teams proposed options to develop the platform and host the platform.
- The after service that would be provided by the team for the maintenance of the platform and associated costs

2. **Financial proposal** –The financial proposal shall indicate the overall amount of the proposed all-inclusive (LUMPSUM), and shall be presented according to the breakdown costs for the work.

J. Submission of proposal

Interested firms should email the **Technical Proposal** to proc.mv@undp.org;

Financial proposal (Should be password protected)

- Financial proposal (inclusive of all costs)
- We will notify the bidders who pass the technical score to provide the password of the financial proposal on the day of financial evaluation.

Annex III

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annex IV

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes except for GST, since the UNDP is exempt from all other taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

- 2.1.1 UNDP shall, on fulfilment 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.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licenses 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

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.

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:

- a) 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.
- b) Refuse to accept delivery of all or part of the goods.
- c) 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.