



Request for Proposal (RFP19/2010)

Date: 28/04/2010

Dear Sir/Madam,

Subject: RFP 19/2010 FOR DEVELOPMENT AND IMPLEMENTATION OF A TRAINING PROGRAMME FOR MUNICIPALITIES on ENERGY EFFICIENCY

1. You are requested to submit a proposal in MKD, VAT exempted for **RFP 19/2010 FOR DEVELOPMENT AND IMPLEMENTATION OF A TRAINING PROGRAMME FOR MUNICIPALITIES on ENERGY EFFICIENCY**, as per enclosed Terms of Reference (TOR).
2. 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. General Conditions of Contract.....(Annex IV)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **18 May 2010 by 17:00**
UNDP
8ma Udarna Brigada 2
1000 Skopje, FYR Macedonia
4. 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.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal at the following e-mail address: procurement.mk@undp.org

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

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 procurement.mk@undp.org. 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 and will be posted on UNDP web site www.undp.org.mk (Q&A ref.RFP19/2010)

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.

Any amendment will be posted at UNDP web site

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 language.

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 proposal shall be structures around deliverables and each deliverable shall have detailed budget break down

8. Export License

n/a

9. Proposal form

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

- company profile/experience
- methodology and work plan
- experts proposed

10. Proposal prices

The price proposal shall be presented per deliverables and each deliverable shall have detailed budget break down

11. Proposal currencies

All prices shall be quoted in MKD, VAT exempted.

12. Period of validity of proposals

Proposals shall remain valid for one hundred twenty (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. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

UNDP
Ref. **RFP 19/2010 FOR TRAINING on ENERGY EFFICIENCY**
8ma Udarna brigada 2
1000 Skopje

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

16. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 18 May 2010 by 17:00.

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 an Evaluation 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-cumulative method

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% or 490 points of the obtainable score of 700 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).

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 700 points in the evaluation of the technical proposals (expertise of the firm in similar projects, methodology and approach and qualifications of the staff with relevant experience) and the price has allocated 300 points.

The offer with the lowest price will receive the total 300 points. Other offers with higher prices will receive their respective scores according the following formula:

$$300 \times \frac{\text{Lowest Bid}}{\text{Proposed Bid}}$$

The company will be awarded a contract with the highest aggregate score based on technical and financial proposal.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	29%	200					
2.	Proposed methodology and Approach	35%	250					
3.	Personnel	36%	250					
Total			700					

Evaluation forms for technical proposals follow on the next two pages.

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other entity				
				A	B	C	D	E
1	Expertise of Applicant	29%	200					
	Previous experience of the Applicant on similar assignments i.e. environmental and energy related projects		100					
	Previous experience of the applicant on providing consultancy and conducting trainings on the topics relevant		100					

	to the assignment							
2	Proposed Work Plan and Approach	35%	250					
	Clear presentation of approach/work plan describing all the steps leading to the achievement of the assignment		125					
	Outline of the training curricula and methodology for the training program		125					
3	Personnel –Team Leader	18%	125					
	Professional experience of the team leader (at least 5 years in fields relevant to the assignment)		50					
	Previous experience managing projects similar to the assignments (at least three relevant projects)		55					
	Language proficiency in spoken and written English		20					
4	Personnel – National Expert(s)	18%	125					
	Professional experience of the National Expert(s) (at least 3 years in fields relevant to the assignment)		60					
	Previous experience implementing projects similar to the assignments; i.e. providing consultancy, conducting trainings		65					
Total			700					

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

n/a

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>.

Annex II

**TERMS OF REFERENCE
for
Consulting company/ Civil Organization / Professional Association
for development and implementation of an energy efficiency training programme for
Municipalities**

Project:	00059896 "Mitigating climate change through improving energy efficiency in building sector"
Location:	Skopje and Work from Home Base
Duration:	Mid July – Mid October 2010

Background

The United Nations Development Programme (UNDP) assists the Ministry of Environment and Physical Planning to implement the project "Mitigating climate change through improving energy efficiency in building sector". The project is one of three components of an energy efficiency programme, financed by the Austrian Development Cooperation, and aims to enable the environment for mitigating climate change in the country through improving energy efficiency in the building sector, as well as enhancing awareness and building capacities of relevant stakeholders. The Ministry of Environment and Physical Planning (as focal point for the UN Convention on Climate Change and

the Kyoto Protocol) is executing agency and the Ministry of Economy (responsible for development and implementation of energy policies and laws) and ZELS are main beneficiaries of the project.

The main outputs of the project related to this assignment are:

- Output 1: National database on climate parameters per regions developed. This database will provide important input parameters necessary for the component 2 of the overall energy efficiency programme focusing on development of legislation and creation of enabling environment; i.e. preparation of the Book of Rules, development of methodology for calculation the energy performance of buildings, development of the software and other tools necessary for proper implementation of the Book of Rules and its methodology, and setting the minimum energy performance requirements for buildings.
- Output 2: Inventory of public buildings and dynamic database developed, the most effective investment-oriented energy efficient building programme identified, and energy efficiency programmes for public buildings in the selected municipalities developed. Complementary to the climatological data, the project will collect information on public buildings in each municipality i.e. actual data on electrical and heating energy consumption, water consumption, building area, number of people that use the building, regime of building usage, type of construction and year of building construction, and other relevant information which is needed for the component 2 of the above mentioned energy efficiency programme and which was identified at a consultative workshop comprising representatives of all municipalities in the country.

The inventory database will be used to calculate the GHG emissions from public buildings, and to assess the GHG reduction potential by implementation of energy efficiency measures. In order to increase the interest of the local self governments for development and implementation of energy efficient measures in public buildings, the project will support development of energy efficiency programmes for public buildings in selected municipalities. The selection of the municipality will be done in close collaboration with the Association of Local Self Governments (ZELS). This programme aims to support the municipalities to comply with relevant laws and regulations, and on medium to long term, will create opportunities to save money from the municipal budgets. These funds can be further reinvested in similar environmental friendly programmes on local level.

In order to strengthen the capacities of the local government units, a training on energy efficiency, based on the needs assessment undertaken in the context of a consultative workshop comprising representatives of all municipalities in the country, shall be developed and implemented by the contractor.

Scope of work

The Offeror shall prepare detailed training curricula, develop a training compendium (25 pages max), and deliver training on environmental and energy efficiency topics as stated below:

- Advantages for implementation of measures for energy efficiency;
- Related EU legislation and related national legislation (European directives, national laws, sub-laws and legislation concerning energy efficiency for implementation of projects on municipal level);
- Best practices of implementing energy efficiency and renewable energy projects in municipalities in the country and the EU;
- Concrete energy saving measures in public objects:

- thermal savings
- electrical energy savings
- Types of systems for energy efficiency and renewable energy available in the country;
- Overview of funds available for funding energy efficiency and renewable energy projects in the country;
- Clean Development Mechanism – networking, possibilities for implementation on a local level, regional best practices and preparation of PINs.

Duties and responsibilities

Under supervision of the Project Manager and in collaboration with representatives of the Ministry of Environment and Physical Planning, the Consulting Company/ Civil Organization/ Professional Association shall be responsible for the following:

- Prepare the training curricula according to the topics previously highlighted in the TOR according to international best practices. The detailed curricula shall be prepared at least eight weeks (July 2010) before the scheduled trainings and shall be given to the UNDP Project Unit for comments.
- Prepare the training compendium according to the approved curricula on the topics previously highlighted in the TOR. The compendium shall have maximum of 25 pages and shall be based on the municipal needs assessment previously conducted by UNDP. The training compendium shall be prepared at least four weeks before the workshops (August 2010) and shall be given to the UNDP Project Unit for comments. The training compendium shall be prepared in hard copy and electronic version. It is supposed to include user guidelines for the inventory database mentioned above.
- Train municipal authorities on topics previously highlighted in the TOR. The training shall target municipal energy managers and energy administrators appointed by the Mayors. The training programme shall comprise 10 workshop sessions with max. 20 participants per workshop session. The workshops shall be implemented in September, within two consecutive working weeks (week 3 and week 4 in September), one workshop per day. Duration of training: approximately 3 hours. Location: Skopje.

The trainings shall be conducted together with the training for usage of the inventory database "ExCite". Therefore coordination with the contractor implementing the inventory database training programme is essential and will be facilitated by the Project Unit. The communication between the Contractor and the Company that will deliver the training for the ExCite software will be coordinated by UNDP Project Unit.

Each workshop day will consist of three modules, whereas one module is under the assignment of the contractor:

- Training of the functionalities of the inventory software - 2,5 hours;
- Inserting general data for the public objects - 2 hours;

- Training for the energy efficiency (assignment of the Contractor) – 2,5 hours;

Each workshop session shall be evaluated by the participants according to the evaluation template that will be prepared by the UNDP Project Unit. Filled evaluation templates must be returned to the project unit. UNDP shall be responsible for the logistics of the training process:

- providing training venue;
- printing the materials for the training previously prepared by the contractor;
- contacting and inviting for the municipal authorities; and
- organizing the travel reimbursement.

The final report shall be prepared no later than 10 days after the last workshop session was conducted and shall include a summary of all workshop sessions. The final report shall be submitted in 2 hard copies and electronic copy. In addition to the final report a short and comprehensive documentation shall be produced highlighting the main achievements and results using multimedia tools as photography for presentation purposes on the project website.

Outputs

The main outputs of the assignment shall be:

- Training curricula prepared (max 10 pages).
- Training compendium for the trainings prepared (max 25 pages).
- 10 half day trainings for the municipal officials conducted and appx 200 municipal officials trained.
- Final report from the workshops prepared.

Language: The training curricula, training compendium and the training shall be prepared in Macedonian language. The final report from the training sessions shall be prepared in English and Macedonian language.

Terms and Conditions for provision of the services

Communication:

During the fulfillment of the assignment, the consultant will ensure regular communication and exchange of findings with the UNDP Project Manager. The contractor shall ensure quality and timely delivery of the expected results, progress and any obstacles that might occur.

Report submission:

- Detailed training curricula – 8 weeks prior the workshops
- Training compendium – 4 weeks prior the workshops
- Final report – 10 days after the last workshop.

Payment:

The payment for the service will be done in installments:

- 20% upon signing the contract
- 20% upon submitting the final training curricula

- 30% upon submitting the final training compendium
- 30% upon approval of the final report

Required Skills and Experience

Company/Civil Society Organization/Professional Association requirements:

The Offeror shall have min. 3 years experience in developing and implementing environmental and energy projects related to the assignment. The reference list of at least three similar projects and contact details of the clients should be submitted for reference check indicating the e-mail addresses or fax numbers for contact persons.

Qualifications and experience of the personnel:

The Offeror shall offer a team of qualified personnel with extensive experience in the fields relevant to the assignment. The Offeror shall nominate the Team Leader (one expert could also act as team leader). The proposed team members shall possess strong technical, analytical, communicational and interpersonal skills. CVs of the proposed team members shall be submitted, clearly stating their relevance and the areas that they will cover and their qualifications for the assignment.

Team Leader shall have the following qualifications:

- University degree in the thematic area relevant for this assignment (environmental, electro-technical, mechanical and energy related sciences). A higher degree shall be considered as an asset.
- At least 5 years of professional experience in the field relevant to the assignment.
- Record of managing at least three relevant projects.
- Excellent analytical, communication and facilitation skills as well as reporting experience.
- Computer literacy (MS Word, Excel, Power point).
- Excellent spoken and written English and Macedonian.

The national experts involved into this assignment shall have the following qualifications:

- University degree in the thematic area relevant for this assignment (environmental, electro-technical, mechanical and energy related sciences). A higher degree shall be considered as an asset.
- At least 3 years of professional experience in environmental projects, participation into the capacity building projects and/or policy development process relevant for the assignment.
- Experience in providing consultancy, as well as training experience.
- Excellent knowledge of national environmental (climate change) and energy efficiency legislation especially the topics relevant to the assignment.
- Excellent analytical, communication and facilitation skills as well as reporting experience

- Computer literacy (MS Word, Excel, Power point).
- Excellent spoken and written English and Macedonian.

REQUIRED DOCUMENTS FOR SUBMISSION

- Registration of Company/Civil Society Organization/Professional Association.
- Profile of Company/Civil Society Organization/Professional Association and list of implemented
- Projects with reference list and client contacts for reference check indicating the e-mail addresses or fax numbers for contact persons.
- CVs of the team Leader and the proposed members of the team highlighting the roles of the training team.
- Clear presentation of work plan and approach describing all the steps which will lead toward the completion of the assignment.
- Outline of the training curricula and training methodology for the municipal training program on energy efficiency;
- The Company/Civil Society Organization/Professional Association shall submit detailed timetable of the proposed activities using appropriate software (MS Project or other).
- The financial offer must be submitted in a separate sealed envelope.
- The financial offer must be in a separate envelope indicated in a lump sum of the following separate breakdown costs
 - preparation of the detail training curricula
 - preparation of the training compendium
 - implementation of the training sessions and preparation of the final report

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 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

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.