



## REQUEST FOR QUOTATION (RFQ)

### Title: Supply of Production equipment for Youth Connekt Africa Summit

NAME & ADDRESS OF FIRM	DATE: September 12, 2019
	REFERENCE: RFQ/52694/2019/014

Dear Sir / Madam:

We kindly request you to submit your quotation to UNDP as a **National Business Firm for Production equipment for *Youth Connekt Africa Summit scheduled to take place in Rwanda on the 9<sup>th</sup> October at Kigali Arena and 10<sup>th</sup> -11<sup>th</sup> October 2019 at the Kigali Convention Centre.*** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2. Full quotation specifications may be found at: 1.

<http://www.rw.undp.org/content/rwanda/en/home/procurement.html/#announcements>

Quotations may be submitted on or before **September 20, 2019** and via (choose appropriate box)  e-mail,  courier mail or  facsimile to the address below:

**United Nations Development Programme**  
United Nations Development Programme  
KN 67 Street No 4; P.O Box 445, Kigali  
Attention: Mbaso Rugigana - Head of Procurement  
Tel: +250590400, Fax: +25025276263  
Electronic submittals is accepted to: [offers.rw@undp.org](mailto:offers.rw@undp.org)

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFQ.

UNDP looks forward to receiving your quotation and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Valentine Niwemukobwa

## UNDP Head of Operations and Finance

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other <i>[pls. specify]</i>	
Customs clearance <sup>1</sup> , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	United Nations Development Programme KN 67 Street No 4; P.O Box 445, Kigali	
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input type="checkbox"/> 60 days from the issuance of the Purchase Order (PO) <input type="checkbox"/> As per Delivery Schedule attached <i>[ToR]</i> Time : 9th October 2019 at the Kigali Arena and 10th and 11th at Kigali Convention Centre Time Zone of Reference : Installation should start at least 5 days before the event	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements		
	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND

<sup>1</sup> Must be linked to INCO Terms chosen.

<sup>2</sup> Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

Mode of Transport	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER
Preferred Currency of Quotation <sup>3</sup>	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : RWANDAN FRANCS	
Value Added Tax on Price Quotation <sup>4</sup>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of <a href="#">Click to type</a> <input checked="" type="checkbox"/> <b>Technical Support :</b> <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <i>[pls. specify]</i>	
Deadline for the Submission of Quotation	COB, <i>Thursday, September 19, 2019 and 12:00 PM Rwandan Time</i>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>	
Documents to be submitted <sup>5</sup>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied ; <input type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods". <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier);	

<sup>3</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>4</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

<sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

	<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; <input type="checkbox"/> Others <input checked="" type="checkbox"/> <b>At least three certificates of completed similar works</b>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [
Payment Terms <sup>6</sup>	<input checked="" type="checkbox"/> 100% upon complete delivery of goods <input type="checkbox"/> Others <i>[pls. specify]</i>
Liquidated Damages	
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>7</sup> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time <sup>8</sup> <input checked="" type="checkbox"/> Others Previous experience
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier for each Lot or considering total responsiveness of all lots <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Suppliers</u>]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order

<sup>6</sup> UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

<sup>7</sup> 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.

<sup>8</sup> This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

	<input type="checkbox"/> Long-Term Agreement <sup>9</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input checked="" type="checkbox"/> Other Type/s of Contract UNDP Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 2 days <input checked="" type="checkbox"/> Others supply of substandard products
Conditions for Release of Payment	<p>Passing Inspection Government of Rwanda representatives will inspect the equipment and set up. They must be satisfied Complete Installation</p> <input checked="" type="checkbox"/> Passing all Testing Government of Rwanda representatives will test the equipment <input type="checkbox"/> Completion of Training on Operation and Maintenance [specify no. of trainees, and location of training, if possible] <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others [pls. specify]
Annexes to this RFQ <sup>10</sup>	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others [pls. specify, if any] <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only) <sup>11</sup>	<p><i>Mbasa Rugigana</i>  <i>Procurement Analyst</i>  <i>Mbasa.rugigana@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

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

<sup>9</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

<sup>10</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>11</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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 implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**



## TERMS OF REFERENCE

### HIRING THE SERVICES OF THE PRODUCTION SERVICES FOR YOUTHCONNEKT AFRICA SUMMIT 2019

Job Title:	Production Equipment
Category:	Production Equipment
Duty Station:	Kigali, Rwanda
Type of contract:	Consultant Company
Expected starting date:	20 days
Duration of assignment:	

#### 1. Background

YouthConnekt Africa (YCA) Hub is an African home-grown solution positioned to provide relevant solutions for the global South and to support the implementation of relevant South-South initiatives. The YouthConnekt programme is a successful multi-pronged youth empowerment programme to empower young people through enhance their knowledge, experiences, skills while investing in their ideas, innovations, and initiatives. It provides young African innovators

with partnership and learning opportunities to further refine and realize their ideas.

The YCA Hub operates as a Pan-African platform with the vision of connecting African youth for socio-economic transformation. The mission of the YCA Hub and Fund is to reinforce members' youth empowerment initiatives driven by national priorities and entrepreneurs with expertise, capital, partnerships and the brand of YouthConnekt. Since its launch, many African countries have demonstrated strong interest in learning about YouthConnekt and replicating the YouthConnekt model in their respective countries. As a result, YouthConnekt was scaled up beyond Rwanda to nine African countries (The Democratic Republic of Congo, Liberia, Congo Brazzaville, Cameroon, Sierra Leone, Uganda, Zambia, Cape Verde and The Gambia) and was officially endorsed by the African Union in 2019 as a model initiative contributing to the AU 2063 Agenda. There is also ongoing discussion with other governments to join this Pan-African youth empowerment movement.

The YCA Hub aims to contribute to the achievement Africa's SDGs mandate, the AU 2063 agenda, and AU Youth Charter. Through national YouthConnekt initiatives (YouthConnekt National Programmes), the Hub will accomplish its mandate by: i) coordinating a global network to create a continental ecosystem for African youth; ii) sharing experience and knowledge on program and policy design, youth initiatives, fund setting and reporting; iii) providing a conduit for resources at scale and data on youth to up-skill and finance African youth-led enterprises.

The YouthConnekt Africa Hub will empower 1.2 Million highly motivated and ambitious African youth entrepreneurs and leaders over five years.

#### About YouthConnekt Africa Summit 2019

The YouthConnekt Africa Summit is an annual convening that connects youth from across the continent and beyond with policy influencers, political leaders, and public, private and development sector institutions to engage, discuss, design, and accelerate youth empowerment efforts at the continent level. In addition, every year, the summit intends to create a platform for a larger number of young people from all over continent to learn and engage in YouthConnekt Africa's youth development program. After the success of previous editions of YouthConnekt Africa Summit (2017 and 2018), this year summit will mark the official launch of several new YouthConnekt national initiatives. The YouthConnekt Africa Summit 2019 aims to address a variety of youth issues with a particular focus on boosting youth employment across the region.

Hosted by the Government of Rwanda and organized in partnership with the United Nations Development Programme (UNDP) and the African Union, the 2019 YouthConnekt Africa Summit



expects 3,000 delegates, and will provide a platform for all partners involved in youth development to synergize around policies, programs and partnerships that will connect youth for continental transformation.

Held in Kigali, the capital city of the Republic of Rwanda from 9-11, October the 2019 YouthConnekt Summit will offer, over three days, a combination of informative high-level Plenaries, Panel Discussions, Keynote Speeches, Small Group Workshops, Counselling Sessions, Research Presentations, Experiential corners, Project Pitching, Awards, Off-Site Activities, Learning Visits, Exhibition, and Cultural Events.

Within that backdrop, the third edition of the YouthConnekt Africa Summit will be held at Kigali Convention Center, on 9-11<sup>th</sup> ,2019. The Summit is expected to attract more than 3,000 participants that include Heads of State, Government Representatives, top executives from private sector, leaders of civil society organizations, development partners, members of the academia and successful young entrepreneurs, artists and youth opinion leaders across the continent.

The YouthConnekt Africa Hub (YCA) with the support of UNDP Rwanda Country Office is initiating this Request for Proposals (RFP) to solicit proposals from qualified firms, Professional Conference Organizer (PCO).

## **2. Objective**

**TO HIRE THE PRODUCTION SERVICES FOR THE 2019 YOUTHCONNEKT SUMMIT IN A TIMELY MANNER.**

### **SCOPE OF WORK AND DELIVERABLES**

The scope of work of the production company will essentially involve the overall production of the 2019 Youth Connekt Africa Summit. The firm will assist UNDP, Ministry of Youth, and Youth Connekt Africa Hub in connection with the following;

#### **a) For the conference**

Working closely with the Youth Connekt organizing team and providing the following:

<b>ITEM</b>	<b>VENUE</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Total Amount</b>
<b>Backdrop and Structures</b>	KCC	MH 2,3 &4 (18m across x 4m) high with capacity to hold 3.84 x 2.4m LED screens within the backdrop	3		
	Kigali Arena & KCC	Photo Wall 16m x 3m high	2		
	Kigali Arena & KCC	Media Room 5m across x 2.5m high	2		
	Marriot Hotel	Gala Dinner 3.5m across x 9m high	1		
<b>Stage</b>	Kigali Arena	Rectangular Stage (6mx6mx80)	1		
	KCC	Auditorium 40mx10mx10m, MH2, MH3 and MH4 (3.6x20x0.6m)	4		
	Marriot Hotel	Gala Dinner 3.5m across x 9m high	1		
	KCC	Media room 6m across x 0.45m high x 3m deep	1		
<b>Partitioning M</b>	KCC	Foyer 1B partitioning	1		
<b>Signage</b>	Kigali Arena & KCC	Signage structures Stand-alone structures 2m high x 0.8m wide (variations accepted)	40		
<b>Networking and charging stations/boxes</b>	Kigali Arena & KCC	Networking and charging stations/boxes for Youth Zone & Exhibition 1m high x 30cm x 30cm with space to brand all across and with 8 charging ports	15		
<b>Furniture</b>	Kigali Arena	VIP Chairs	1000		
	Kigali Arena	Accreditation tent counters	20		
	Kigali Arena	Accreditation tent chairs	60		
	Kigali Arena & KCC	Panelist chairs	30		
	Kigali Arena & KCC	Panelist tables	30		
	Kigali Arena & KCC	Velvet ropes	20		
	KCC	Pavilions (7m x 7m)	10		

ITEM	VENUE	DESCRIPTION	QTY	Unit Cost	Total Amount
<b>Exhibition booths</b>		Booths (3m x 3m)	10		
		Exhibition booth tables	10		
		Exhibition booth chairs	20		
		Exhibition counters	10		
		Exhibition brochure stands	10		
<b>Cut lettering</b>	Kigali Arena & KCC	Perspex cut lettering the words x 50cm high (Hashtag)	4		

**b) Exhibition Booths**

- Prepare the floor plan for the exhibition booths, provision of stand partitioning and facilitate the arrangement of necessary equipment, furniture, and costing of each booth.
- Work closely with Partnership Engagement Specialist to manage engagement with exhibitors to provide clear guidelines of technical specifications of space and design.

**c) Consultancy:**

Technically advise and work closely with organising committee on all aspects of the summit to organise it in a cost-effective manner while maintaining the highest possible international standards. Evaluate and advise on the adequacy, capacity, and suitability of space within the summit's venue, equipment required for implementing proposed activities, ensuring proper design, and setups and plan the summit service delivery accordingly.

**3. Duration of the Contract**

The firm is expected to take 90 days after signing of the contract.

	Duration	Deliverables
Inception Phase	2 days	Execution plan, presentation
Development Phase	15 days	Prepare two days progress reports with achievements/lessons learned and pending actions
Post-event Phase	3days	Approved copy of final report with achievements/lessons learned and pending actions
Total number of days	20 days	

## 6. Institutional Arrangement

- The EMC shall carry out its mandate professionally, in line with TOR given by the client and the approved Technical Proposal
- The EMC shall work with Government of Rwanda Communications, UNDP communications, and National Organizing Committee in the design and production review.
- The EMC will be responsible to produce all deliverables well before start of the events scheduled and make them available for inspection, checkups and approval. No last-minute arrangements are acceptable.
- The EMC shall report on a monthly basis (see deliverables) to the organizing committee through presentations and reports. More specifically, the company will submit its reports to UNDP Programme Specialist/Head of Sustainable Growth Unit and the Permanent Secretary of the Ministry of Youth. All deliverables submitted by the individual consultant will be reviewed by a reference group which consists of UNDP and MINICYOUTH and approved by UNDP before any payment is made.
- The Organizing Committee will provide the EMC with all the necessary information and share relevant written resource materials in connection with the assignment.
- The Organizing Committee will work closely with EMC for the successful delivery of the event.
- All the information relating to the event will be held confidentially by the EMC, aware that the ownership thereof belongs to the client. The EMC will not, without written permission

from the client, divulge information to any third party.

- The EMC may be required to collaborate with other experts provided by the hosts who are not in direct competition with the EMC.

#### 4. Duty Station

The duty station of the work is Kigali, Rwanda. All transportation regarding the consultancy within Kigali should be arranged and paid by the company.

#### 5. Required Expertise and Qualification

The Company shall have the required expertise and qualifications

Experience:

- Have minimum 3 years in the industry
- Having managed at least 2 international events/conferences of comparable magnitude in Rwanda
- Having at least 3 dedicated staff with 5 years of experience in the industry
- Having staff who are fluent in English, French and Kinyarwanda

#### 6. Languages:

Fluency in English, French

#### 7. Payment Modality

The company shall be paid the consultancy fee upon completion of the following milestones.

- 30% after the submission and acceptance of the Proposed Production deliverables (deliverable no 1)
- 30% after the submission and acceptance of production items delivered at specific venues (deliverable no 2)
- 40% after the submission and acceptance of the Final report of production (deliverable no 3)

The Remuneration stated above is subject to applicable taxes in accordance to the laws of the Republic of Rwanda.

#### 8. Evaluation Criteria

The company will be evaluated against a combination of technical and financial criteria, using the Combined Scoring Method. Maximum score is 100% out of which technical criteria equals

70% and financial criteria equals 30%.

The technical evaluation will include the following:

Criteria	Weight	Max. Point
Proven experience in providing similar services combined at professional standards and quality:	30%	30
Proven track record of at least 2 international events/conferences of comparable magnitude including tangible reference and portfolio of previous similar assignments in Rwanda.	30%	30
Ability of staff and staff compliment to provide required services (detailed CVs of key staff to be included)	20%	20
Knowledge, understanding and experience of working in Rwanda:	10%	10
Company profile (Include the latest Annual Financial Statements:	5%	5
Fluency in English/French/Kinyarwanda	5%	5
TOTAL	100%	100

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply.

*\*Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

*[Enter name of authorized staff]*

*[Designation]*

*[Click here to enter a date]*

Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>12</sup>**

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>13</sup>)*

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

**TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	<b>Total Prices of Goods<sup>14</sup></b>				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s <i>(Include fast moving parts, if any)</i>	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

<sup>12</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>13</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>14</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin <sup>15</sup> :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

<sup>15</sup> *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*



## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes

expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

#### **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

#### **16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods,

services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**19.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**20. AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.