



## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: February 9, 2017
	REFERENCE: UNDP-SYR-RFQ-020-17

Dear Sir / Madam:

We kindly request you to submit your quotation for **Debris Removal in Jazza'a in Al Qamishli -Al Hasaka Govenorate** , as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before February 20, 2017 at 2.00 pm and via *e-mail, courier mail* to the address below:

**United Nations Development Programme**  
Mezzeh ,West Villas,Gazawi street No. 8  
Attn :Shouaib Al Khuder, Procurement Assistant  
***E-mail: Syria.bids@undp.org***

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 3 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offer
Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Qamishli – Jaza'a,</b>
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents ( <i>if using freight forwarder</i> )	N/A
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 45 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	
Mode of Transport	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	<b>Monday, February 20, 2017 and at 2.00 pm</b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Arabic
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <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 checked="" type="checkbox"/> List of all executed similar projects, at least three projects during the past seven years.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 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
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of Rehabilitation.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5 % Max. no. of days of delay: 15 days Next course of action: UNDP may terminate the contract.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price, 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> .
Site Visit for each location will be at <b>10.00 am</b> as per the schedule:	<u>15 /02/2017</u>  The UNDP focal point for the arrangement is:  Mr. Hassan Assi Mobile: 0933858238 Email: h_mizar@hotmail.com  The purpose of site survey is to give the supplier the opportunity to assess the status of the requirements and to understand the required services.  Any non-technical clarification shall be sent by email to: Shouaib.alkhuder@undp.org.
UNDP will award to:	<input checked="" type="checkbox"/> One Supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 15 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<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 checked="" type="checkbox"/> Vendor Form (Annex 4)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

Contact Person for Inquiries (Written inquiries only) <sup>1</sup>	<i>Shouaib Al Khuder</i> <i>Procurement Assistant</i> <i>Shouaib.alkhuder@undp.org</i> <i>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</i>
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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<sup>1</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.

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,

***Mirvat Hammoud***  
*Procurement Specialist Head Of*  
*Procurement Unit*  
February 9, 2017

**Annex 1**

**Technical Specifications**

<b>Items to be Supplied*</b>	<b>Quantity</b>	<b>Description/Specifications of Goods</b>	<b>Latest Delivery Date</b>
1- Debris removal resulting from the destruction of clay soil houses and the surrounding of public buildings	5000 m <sup>3</sup>	The vendor should provide the mechanical machinery necessary for the process for the debris removal and breaking the stuck concrete casting or the ones with massive volume that are hard to transfer, by using compressors and jackhammer baggers with all requirements, in addition to loading outside the housing compounds/built-up areas to the locations specified by the supervising authority under its own responsibility, provided that the transferring distance should not exceed /15/km.	<b>45 DAYS</b>
2- Removal of debris resulting from destruction of reinforced cement-based houses	4000 m <sup>3</sup>	<p>And therefore, has to conduct the necessary leveling works for the locations upon removing the debris, by using the assistance of skilled workers to work with the machinery whenever needed.</p> <p>And handing over the location, clean and free of any soil debris or concrete masses, to the supervising authority.</p> <p>As for the soil backfilling surrounding the schools and the governmental buildings, the vendor should perform the removal from all the sides in a balanced way that the removal does cause any damage to the structure of the building, with the presence of the supervising engineer.</p> <p>The vendor bears complete responsibility of any damages to the building resulting from poor implementation of filling removals around the building.</p> <p>The vendor also commits to perform the leveling and grading of the roads for the vehicles of transferring soil and debris.</p>	
3- Soil fillings of trenches on the trenches banks and surrounding the public buildings.	50,000 m <sup>3</sup>	<p>Filling the trenches is to be performed on layers of average thickness (1m) each, and the soil is to be leveled afterwards by using the appropriate machinery, provided that the layer should be wetted with water, rolled and packed with minimum time intervals, to be followed by a second layer of filling, and so on until reaching the last layer.</p> <p>The vendor should use clean soil for filling from the digging produce existing on the trenches and surrounding the governmental is establishments, provided that using debris of houses is denied in filling works, whether that of soil or cement, and works should be performed in the presence of the supervising authority. The vendor bears complete responsibility upon implementing any work in the absence of the supervising authority.</p> <p>The vendor should preserve the public utilities, including water and electricity lines and sanitary disposal systems during the implementation of work, as well as the private properties, and also bears the responsibility of repairing any damages to the public or private properties by repairing and bringing things back to normal, and he is responsible of any damage to any citizen resulting from his work whether property damage or physical injury.</p>	

4- Leveling of fillings within the work site	30,000 m <sup>2</sup>	The vendor should perform leveling for the fillings resulting from the destruction of soil clay houses that should not be removed and transferred outside the work site by spreading and levelling in the same location and by using the appropriate machinery (grader) and with average thickness of /20cm/ and according to the directions of the supervising authority.	
5-Removal of soil and debris from inside the buildings and the roofs by using skilled workers	1500 m <sup>3</sup>	The vendor should drive out all fillings and debris from the inside of governmental centers/residential and schools stated for debris removal, by using the skilled labors stipulation it would be ready for the maintenance workshops entry when appropriate.	

**The statements/invoices are to be issued for payment according to the percentage of implementation and the administration has the right to hold a /10%/ percentage of the works value from the total value of each temporary statement/invoice until the final receiving of the project.**

الكشف التقديري لأعمال ردم الخنادق وترحيل أنقاض المنازل المدمرة في بلدية جزعة التابعة لمدينة القامشلي - محافظة الحسكة

Items to be Supplied*	Quantity	Description/Specifications of Goods	Latest Delivery Date
1 ترحيل الأنقاض الناتجة عن تدمير المنازل الترابية ومحيط الأبنية العامة	5000 م <sup>2</sup>	يتوجب على المتعهد تأمين الآلات الميكانيكية اللازمة لعملية إزالة الأنقاض و تحطيم الصبات البيتونية العالقة أو ذوات الأحجام الكبيرة غير القابلة للنقل من كومبرسور و باكر نقار و كل ما يلزم و تحميلها و نقلها إلى خارج التجمعات السكنية في مواقع تحددها الجهة المشرفة وعلى مسؤوليتها بحيث لا تتجاوز مسافة النقل / 15 كم. وعليه إجراء التسوية اللازمة للمواقع بعد ترحيل الأنقاض منها والاستعانة بالأيدي العاملة للعمل مع الآليات عند الحاجة	45 DAYS
2 ترحيل الأنقاض الناتجة عن تدمير المنازل المبنية من الاسمنت المسلح	4000 متر مربع	وتسليم المواقع إلى الجهة المشرفة نظيفة خالية من أية أنقاض ترابية أو كتل أسمنتية أما الردميات الترابية التي تحيط بالمدارس والمباني الحكومية فعلى المتعهد إزالتها من كافة الجهات بشكل متوازن بحيث لا تشكل إزالتها أي ضرر بهيكل البناء وبوجود المهندس المشرف ويتحمل المتعهد المسؤولية الكاملة عن أي ضرر يلحق بالمبنى نتيجة سوء تنفيذه لإزالة الردميات حول البناء كما يلتزم المتعهد بتسوية و تمهيد الطرق لآليات نقل الأتربة و الأنقاض.	
3 ردميات الترابية للخنادق على ضفة الخنادق ومحيط الأبنية العامة	50,000 متر مربع	تنفذ أعمال ردم الخنادق على طبقات بسماكة وسطية (1م) لكل طبقة ثم يقوم بتسويتها الأتربة داخل الخندق باستعمال الآليات المناسبة على أن يقوم برش الطبقة المروية بالماء ثم دحليها و رصها دون فاصل زمني كبير، ثم يقوم بردم الطبقة الثانية و هكذا حتى الوصول إلى الطبقة الأخيرة وعلى المتعهد أن يستخدم للردم الأتربة النظيفة من نواتج الحفر الموجودة على الخنادق ومحيط المنشآت الحكومية، و يمنع استعمال أنقاض المنازل سواء كانت ترابية أو اسمنية في أعمال الردم ويجب أن تكون الأعمال بوجود الجهة المشرفة، ويتحمل المتعهد المسؤولية كاملة في حين تنفيذ أي عمل بغياب جهاز الإشراف و على المتعهد الحفاظ على كافة المرافق العامة من خطوط ماء و كهرباء و هاتف و صرف صحي أثناء تنفيذ العمل و كذلك الأملاك الخاصة و يتحمل مسؤولية إصلاح أي ضرر يلحق بالأملاك العامة أو الخاصة و ذلك بإصلاحها وإعادة الأمور إلى نصابها و هو المسؤول عن أي ضرر يلحق بأي مواطن جراء عمله سواء كان بالملكات أو إصابات جسدية .	
4 تسوية الردميات الترابية ضمن الموقع	30,000 متر مربع	على المتعهد أن يقوم بتسوية الردميات الناتجة عن تدمير المنازل الترابية و التي لا يتوجب ترحيلها و نقلها خارج الموقع و ذلك بفرشها و تسويتها في المكان ذاته باستعمال الآليات المناسبة (كريدنر) وبسماكة وسطية /20سم/ و حسب توجيهات جهاز الإشراف.	
5 ترحيل الأتربة والأنقاض من داخل الأبنية والأسطح باليد العاملة	1500 متر مكعب	على المتعهد إخراج كل الردميات و الأنقاض من داخل المقرات الحكومية و المدارس المطلوب ترحيل الأنقاض من محيطها و ذلك باستعمال الأيدي العاملة بحيث تكون في النهاية صالحة لدخول ورشات الصيانة إليها عند الحاجة.	

على المتعهد تقديم برنامج زمني للمشروع إلى جهاز الإشراف و تقديم تقرير أسبوعي عن الأعمال التي أنجزت خلال الأسبوع و كذلك برنامج للعمل للأسبوع اللاحق.  
سيتم صرف الكشوف وفقاً لنسب الإنجاز و يحق للإدارة الاحتفاظ بنسبة 10%/ من قيمة الأعمال من القيمة الإجمالية لكل كشف مؤقت لحين الاستلام النهائي للمشروع

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



## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>2</sup>

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>3</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 Debris Removal at Jazza'a Compliant with Technical Specifications and Requirements**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	ترحيل الأنقاض الناتجة عن تدمير المنازل الترابية ومحيط الأبنية العامة	m <sup>3</sup> 5000			
2	ترحيل الأنقاض الناتجة عن تدمير المنازل المبنية من الاسمنت المسلح	m <sup>3</sup> 4000			
3	ردميات الترابية للخنادق على ضفة الخنادق ومحيط الأبنية العامة	m <sup>3</sup> 50000 <sub>3</sub>			
4	تسوية الردميات الترابية ضمن الموقع	30000 m <sup>2</sup>			
5	ترحيل الأتربة والأنقاض من داخل الأبنية والأسطح باليد العاملة	m <sup>3</sup> 1500			
	<b>Total Prices of Goods<sup>4</sup></b>				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

<sup>2</sup>This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

<sup>4</sup>Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

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]*

## **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.

# Vendor Form

## Annex 4

SECTION 1 (For Internal Use only)		UN INFORMATION	
Requesting Person:		Date:	Atlas Vendor No:
First Name / Last Name/Extension		UN Index No:	
VENDOR TYPE: <input type="checkbox"/> Staff <input type="checkbox"/> SSA <input type="checkbox"/> Service Contract <input type="checkbox"/> Meeting Participant <input type="checkbox"/> NGO <input type="checkbox"/> Supplier <input type="checkbox"/> Other			
VENDOR APPROVER SIGNATURE: _____ DATE: _____			
Complete either Section 2 or Section 3 (not both)			
SECTION 2 PERSON INFORMATION (FOR INDIVIDUALS ONLY)			
Last Name		First Name	Middle Name
Nationality	Date of Birth	Place of Birth	Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>
Address			
City,	State/Province/County	Postal Code (ZIP)	Country
E-mail Address	Telephone Number	Fax Number	
SECTION 3 SUPPLIER INFORMATION (FOR COMPANIES ONLY)			
Company Name:	Parent Company Name (if applicable)	Web Site URL: (if applicable)	
Street Address			
City	State/Province/County	Postal Code	Country
<b>Contact Person (MAIN ADDRESS)</b>	<b>Telephone</b>	<b>Fax</b>	<b>E-mail Address</b>
Name:			
Title:			
SECTION 4 BENEFICIARY BANKING INFORMATION			
Bank Name			
Bank ID:	<u>For US banks only use whether:</u> (9 digits) ACH <input type="checkbox"/> Fed wire <input type="checkbox"/>	SWIFT code 8 or 11 characters (required for overboard payments)	
Branch ID: (for Canadian Banks only) 9 digits routing no.		Branch Name:	
Street Address:			
City	State/Province	Postal Code	Country
SECTION 5 BENEFICIARY BANK ACCOUNT DETAILS			
Account Name: (name as it appears on bank account)		Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE INDICATE) _____	
Bank Account No. : (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES)		Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
IBAN (European Banks)			
Transit Code ( 5 digit ) Canadian Banks		Sort Code (6 digits ) UK Banks	BSB code (6 digit) Australia Banks
Bank Information for Intermediary/Correspondent Bank ( if applicable)			
Name of Bank :		Address of Bank :	
Bank Account No (of beneficiary bank with intermediary bank)		SWIFT Code:	FEDWIRE NO. ( US BANKS ONLY)
I, _____, in my capacity as _____, hereby authorize the agency to direct payments for goods and services to the above account. Signature: _____			