



## REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: February 27, 2017
	REFERENCE: UNDP-SYR-037-17

Dear Sir / Madam:

We kindly request you to submit your quotation for **provision of Metalwork and carpentry workshops Tool kits support projects in Tartus, Baniyas and Al-Qadmus**, as detailed in Lot 1, Lot 2, 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 March 13, 2017 on or before 2:00 pm, Damascus Local time, and via (choose appropriate box) *e-mail, courier* to the address below:

**United Nations Development Programme**  
Mezzeh West Villas- Damacus - Syria  
Shahenaz Abbas, Procurement and Supply Officer  
***Syria.bids@undp.org***

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 5 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] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Tartus, Baniyas, Al-Qadmus
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 <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> 15 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	<input checked="" type="checkbox"/> Required: each tool kit in one box according to specification included
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United State Dollars: N.B: for local supplier's payment will be in Syrian pounds at the UN exchange rate on the invoice date
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> N/A
Deadline for the Submission of Quotation	<i>Monday, March 13, 2017 at 2:00 pm Damascus Local Time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <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"/> 60 days

Period of Validity of Quotes starting the Submission Date	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	Bidders can apply for one or more lots. Partial lots are not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods
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 :20 days Next course of action: UNDP may terminate the contract without any liability
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors <i>each Lot will be evaluated and awarded separately</i>
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
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ <sup>1</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). 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>2</sup>	<i>Shahenaz Abbas</i> <i>Procurement and supply officer</i> <i>Shehenaz.abbas@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods 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>.

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,

**Hanan Al Ali**

Head of Procurements Team a.i.

February 27, 2017

## Technical Specifications

## Lot 1: Tool kit for metalwork

Items	Description/Specifications of Goods	Unit	Quantity	Latest Delivery Date
.1	metal toolbox– 20cm Wide * 53cm long	Number	10.	15 Days
.2	Electric drill Heavy duty SDS – Forward and reverse rotation – Variable speed – Chuck size: 26mm – Capacity: 800w	Number	10.	
.3	Iron drill bits sets Sizes 1 to 10 steel	Number	10.	
.4	Portable welding machine Electronic – Variable Capacities – with 300 Amp welding cables	Number	10.	
.5	Small size angle grinder - without a bag – Capacity: 650 W 1100 rpm	Number	10.	
.6	1.5 Kg hammer 30cm long fiber or wooden handle	Number	10.	
.7	Chisel 30cm long, made of steel	Number	10.	
.8	Toothed chisel with pointed head 30cm long, made of steel	Number	10.	
.9	Welding face shield Protection glass Can be worn on the head or carried	Number	10.	
.10	4mm welding electrodes package Weight: 10 Kg	Number	10.	
.11	Metal brush Steel Wooden handle	Number	10.	
.12	Iron-made try square for designing purposes	Number	10.	
.13	Pliers  Size: 7 Inch	Number	10.	
.14	Cross-slot screwdrivers (set) Variable sizes (BH1 – BH2)	Number	10.	

10	Slotted screwdrivers (set) Variable sizes (Large, small)	Number	10.	
11	Hacksaw, 25cm long blade	Number	10.	
12	Measuring tape 5-meter-long – wide – plastic	Number	10.	

## Lot 2; Carpentry Tool Kit

1	Plastic Toolbox Medium size – Size: 20cm X 40cm X 15cm	Number	10.	<b>15 Days</b>
2	1Kg Hammer 30 cm long fiber or wooden handle	Number	10.	
3	Battery-powered screwdriver Clockwise and counter-clockwise rotation – Multiple bits – 2 speed settings – Additional 12V battery	Number	10.	
4	Iron-made manual staple gun for wood and fabric	Number	10.	
5	Manual smoothing plane 36cm long and 6cm wide	Number	10.	
6	Hand Saw for wood– 53cm long blade	Number	10.	
7	Electric jigsaw with replaceable steel blade	Number	10.	
8	Drill bits set 5m long – wide	Number	10.	
9	Wood files (set) Flat + half-round + round + triangular steel files	Number	10.	
10	Small size angle grinder - without a bag – Capacity: 650 W 1100 rpm	Number	10.	
11	Variable size iron nails and screws (At least 4 small packs) 4cm – 2cm – 1.5cm – 7cm	Number	10.	
12	End nipper pliers- Insulated Size: 6 Inch	Number	10.	
13	Electric drill Heavy duty SDS – Forward and reverse rotation – Variable speed – Chuck size: 26mm – Capacity: 800w	Number	10.	
14	Cross-slot screwdrivers (set) Variable sizes (BH1 -BH2) Plastic handle	Number	10.	

١٥	Slotted screwdriver (set) Variable sizes (Large – small) Multi-bit screwdriver	Number	١٥٠	
١٦	Measuring tape 5m long – wide	Number	١٥٠	

### Lot 1: Tool kit for metalwork

Latest Delivery Date		Unit	المواصفات الفنية	Items
١٥ يوم	١٥٠	عدد	صندوق عدة حديدي عرض ٢٠ سم طول ٥٣ سم	١.
	١٥٠	عدد	متقب كهربائي SDS استطاعة عالية دوران يمين يسار متعدد السرعات قياس الجوزة ٢٦ مم استطاعة ٨٠٠ واط	٢.
	١٥٠	عدد	طقم ريش متقب حديد قياس من ١٠.١ فولاذي	٣.
	١٥٠	عدد	مكنة لحام متحركة إلكترونية متعددة الاستطاعات مع كابلات استطاعة ٣٠٠ أمبير	٤.
	١٥٠	عدد	آلة جليخ صغير بدون حقيبة استطاعة ٦٥٠ واط عدد الدورات ١١٠٠ دورة	٥.
	١٥٠	عدد	مطرقة ١,٥ كغ قبضة فيبر او يد خشبية طول القبضة ٣٠ سم	٦.
	١٥٠	عدد	إزميل فولاذ ٣٠ سم	٧.
	١٥٠	عدد	شوكة رأس مدبب فولاذ ٣٠ سم	٨.
	١٥٠	عدد	قناع وجه واقى للحام مزود بزجاج للحماية طريقة عمله يلبس بالراس ويحمل	٩.
	١٥٠	عدد	علبة سيخ لحام ٤ مم وزن ١٠ كغ	١٠.
	١٥٠	عدد	فرشاة معدنية	١١.

			فولاذ يد خشبية	
١٢.	زاوية قائمة من الحديد للتصميم	عدد	١٥٠	
١٣.	بانسة قياس ٧ أنش	عدد	١٥٠	
١٤.	مفك براغي يدوي مصلب (طقم) متعدد القياسات (BH1 - BH2)	عدد	١٥٠	
١٥.	مفك براغي يدوي شق (طقم) متعدد القياسات (كبير - صغير)	عدد	١٥٠	
١٦.	منشار حديد يدوي طول النصل ٢٥ سم	عدد	١٥٠	
١٧.	متر للقياس ٥ متر نوع عريض بلاستيكي	عدد	١٥٠	

#### LOT2; Carpentry Tool Kit:

			صندوق عدة بلاستيكي قياس وسط قياس ٢٠ سم ٤٠ سم ١٥ سم	١
			شاكوش ١ كغ يد خشب او فيبر طول القبضة ٣٠ سم	٢
			مفك براغي بطارية دوران باتجاهين متعدد الرؤوس بطارية إضافية ١٢ فولط سرعتين	٣
			كباسة للقماش والخشب يدوية مصنوعة من الحديد	٤
			فأرة يدوية لقشط الطبقات الرقيقة جداً على الخشب طول ٣٦ عرض ٦ سم	٥
			منشار خشب يدوي طول الشفرة ٥٣ سم	٦
			خرقة كهربائية شفرة فولاذ متبذلة	٧
			طقم ريش مثقب طول ٥ متر عريض	٨
			مبرد خشب (طقم)	٩

١٥ يوم



			مبسط + ظهري + مبروم + مثلت فولاذي	
١٠	عدد	١٥٠	آلة جليخ قياس صغير أول بدون حقيبة عدد الدورات ١١٠٠ دورة استطاع ٦٥٠ واط	
١١	عدد	١٥٠	مسامير وبراغي حديدية متعددة القياسات (لا يقل عن أربعة علب صغيرة) ٤سم - ٢ سم - ١,٥ سم - ٧ سم	
١٢	عدد	١٥٠	كماشة يد ملبسة قياس ٦ انش	
١٣	عدد	١٥٠	مقنب كهربائي SDS استطاعة عالية دوران قياس الجوزة ٢٦ مم استطاعة ٨٠٠ واط يمين يسار متعدد السرعات	
١٤	عدد	١٥٠	مفك براغي يدوي مصلب (طقم) متعدد القياسات (BH1 - BH2) قبضة بلاستيكية	
١٥	عدد	١٥٠	مفك براغي يدوي شق (طقم) متعدد القياسات (كبير - صغير) متبدل الرأس	
١٦	عدد	١٥٠	متر للقياس طول ٥ متر عريض	

**- The supplier is bound to comply with the following:**

1. The contract execution lead-time is 15 days from the date of signing the contract with the United Nations Development Programme in Syria (UNDP Syria).
2. The technical committee is a "local committee" that is considered a delivery-and-distribution supervision party.
3. The supplier should have past experience & submit relevant proving documents.
4. 0.5% of the total value of the contract shall be subtracted for each day of delay, provided that the total delay does not pass one week.
5. The supplier shall bear full responsibility for any damage that happens to the items before the delivery.
6. In case any of its contents is off-specifications, the item shall not be paid for.

7. The supplier shall comply with the terms related to the execution of the above-mentioned business according to the criteria and specifications set by the authorized agencies in this field.
8. The supplier receives one and full payment at the end of the contract.
9. All contract procedures shall be carried under the regulations of the UNDP Syria.

#### يشترط على العارض الالتزام بما يلي:

١. مدة التنفيذ ١٥ يوم تبدأ من تاريخ توقيع العقد مع برنامج الأمم المتحدة الإنمائي في سورية.
٢. اللجنة الفنية " لجنة محلية " تعد مشرفة على عمليات الاستلام والتوزيع.
٣. يشترط على العارض المتقدم أن يكون لديه خبرة سابقة في مجال هذا العمل، و عليه تقديم وثيقة تثبت ذلك من الجهات المعنية.
٤. يتم 0.5% عن كل يوم تأخير من قيمة العقد على ألا تتجاوز مدة التأخير أكثر من أسبوع.
٥. يتحمل العارض المسؤولية الكاملة على كل ضرر يقع على المواد قبل التسليم.
٦. لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه.
٧. على العارض الالتزام بالشروط المتعلقة بتنفيذ الأعمال المذكورة أعلاه وفق معايير ومواصفات الجهات المعتمدة بهذا المجال.
٨. يتم الصرف على دفعة واحدة بنهاية مدة العقد.
٩. جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنمائي في سورية.

#### Scheduled of delivery;

Goods	Location	Quantity
Metalwork	Tartus	60
Metalwork	Al-Qadmous	45
Metalwork	Baniyas	45
Carpentry	Tartus	60
Carpentry	Al-Qadmous	45
Carpentry	Baniyas	45

[Enter name of authorized staff]

[Designation]

[Click here to enter a date]

Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>3</sup>**

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

**LOT 1; Metalwork toolkits**

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	metal toolbox– 20cm Wide * 53cm long	150	15 days		
2	Electric drill Heavy duty SDS – Forward and reverse rotation – Variable speed – Chuck size: 26mm – Capacity: 800w	150			
3	Iron drill bits sets Sizes 1 to 10 steel	150			
4	Portable welding machine Electronic – Variable Capacities – with 300 Amp welding cables	150			
5	Small size angle grinder - without a bag – Capacity: 650 W 1100 rpm	150			
6	1.5 Kg hammer 30cm long fiber or wooden handle	150			
7	Chisel 30cm long, made of steel	150			
8	Toothed chisel with pointed head 30cm long, made of steel	150			
9	Welding face shield Protection glass Can be worn on the head or carried	150			
10	4mm welding electrodes package Weight: 10 Kg	150			

11	Metal brush Steel Wooden handle	150			
12	Iron-made try square for designing purposes	150			
13	Pliers  Size: 7 Inch	150			
14	Cross-slot screwdrivers (set) Variable sizes (BH1 – BH2)	150			
15	Slotted screwdrivers (set) Variable sizes (Large, small)	150			
16	Hacksaw, 25cm long blade	150			
17	Measuring tape 5-meter-long – wide – plastic	150			
	<b>Total Prices of Goods<sup>5</sup></b>				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

Sample is required for evaluation purposes.

#### LOT 2; Carpentry Toolkits

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	Plastic Toolbox Medium size – Size: 20cm X 40cm X 15cm	150	15 days		
2	1Kg Hammer 30 cm long fiber or wooden handle	150			
3	Battery-powered screwdriver Clockwise and counter-clockwise rotation – Multiple bits – 2 speed settings – Additional 12V battery	150			
4	Iron-made manual staple gun for wood and fabric	150			
5	Manual smoothing plane 36cm long and 6cm wide	150			

6	Hand Saw for wood– 53cm long blade	150		
7	Electric jigsaw with replaceable steel blade	150		
8	Drill bits set 5m long – wide			
9	Wood files (set) Flat + half-round + round + triangular steel files	150		
10	Small size angle grinder - without a bag – Capacity: 650 W 1100 rpm	150		
11	Variable size iron nails and screws (At least 4 small packs) 4cm – 2cm – 1.5cm – 7cm	150		
12	End nipper pliers- Insulated Size: 6 Inch	150		
13	Electric drill Heavy duty SDS – Forward and reverse rotation – Variable speed – Chuck size: 26mm – Capacity: 800w	150		
14	Cross-slot screwdrivers (set) Variable sizes (BH1 -BH2) Plastic handle	150		
15	Slotted screwdriver (set) Variable sizes (Large – small) Multi-bit screwdriver	150		
16	Measuring tape 5m long – wide	150		
	<b>Total Prices of Goods<sup>6</sup></b>			
	Add : Cost of Transportation			
	Add : Cost of Insurance			
	Add : Other Charges (pls. specify)			
	<b>Total Final and All-Inclusive Price Quotation</b>			

Sample is required for evaluation purposes

**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			
Country/ies Of Origin <sup>7</sup> :			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Sample provided			

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.