



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: 10/03/2017
	REFERENCE: UNDP-TUR-RFQ-(SFM)-2017/18

Dear Sir / Madam:

We kindly request you to submit your quotation for Procurement of Technical Equipment on Forest Management and Planning within the scope of "Integrated Approach to Management of Forests in Turkey, with Demonstration in High Conservation Value Forests in the Mediterranean Region" Project 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 March 22, 2017 and via *courier mail* to the address below:

United Nations Development Programme
UN House, Birlik Mahallesi Katar Caddesi No. 11, Çankaya, Ankara, Turkey
Naz Özgüç Yurtvermez
naz.ozguc@undp.org

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.

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

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	DDP (Delivery Duty Paid)
Exact Address of Delivery Location	Orman Genel Müdürlüğü - Beştepe Mahallesi Söğütözü Caddesi No:8/1 06560 Yenimahalle / ANKARA

Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	Estimated Contract / Purchase Order Date: 31 March 2017 Latest Expected Delivery Date: Within 1 week upon signature of the Contract / Purchase Order (PO). Partial Delivery of goods is allowed if the items will be delivered within 1 week upon signature of the Contract / Purchase Order (PO).
Delivery Schedule	Required, the proposed delivery time shall be indicated in Table 1 of "Annex 2 - FORM FOR SUBMITTING SUPPLIER'S QUOTATION". If the delivery time of any item exceeds the latest expected delivery date stated above, earliest possible delivery date should be indicated in the "Annex 2 - FORM FOR SUBMITTING SUPPLIER'S QUOTATION".
Packing Requirements	As per Article 6 of General Terms and Conditions.
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> USD
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes. It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per Provisional Clause 26 of VAT Law and Ministry of Finance's General Communiqué No 110 on the Implementation of VAT law dated 11 July 2008.
Deadline for the Submission of Quotation	22 March 2017 COB and GMT+3
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Turkish
Eligibility Criteria: Documents that must be submitted for a quotation to be evaluated (The copies of the requested documents will be accepted in the bidding process. In case	1- Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1, 2- Certificate of Registration of the business including Articles of Incorporation, or equivalent document if Proposer is not a corporation (In Turkey, this corresponds to the Trade Registry Gazette that demonstrates the year of establishment of the business, articles of association, shareholders etc. if the business as

¹ 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.

the Offeror does not submit originals or the notarized copies of these documents with their quotations, UNDP reserves the right to request them in any phase of the evaluation process. Failure to provide originals or the notarized copies of these documents when they are requested by UNDP may result in disqualification of the respective Offeror.)	<p>updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well);</p> <p>3- Power of Attorney. In case the Proposal is signed by another person who is not indicated in this power of attorney, an Official Letter of Appointment shall be submitted along with Power of Attorney;</p> <p>4- Registration to Chamber of Commerce and Membership to any Association in Turkey or Abroad, if applicable</p>
Period of Validity of Quotes starting the Submission Date	<p>60 days</p> <p>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.</p>
Partial Quotes	Not Allowed
Evaluation Criteria	<p><input checked="" type="checkbox"/> Technical responsiveness / Full compliance to requirements</p> <p><input checked="" type="checkbox"/> Lowest price offer</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</p>
UNDP will award to:	<input checked="" type="checkbox"/> Only 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
Inspection and Acceptance	The inspection and acceptance shall be conducted for all items delivered by the supplier(s) by the committee established by UNDP.
Conditions for Release of Payment	<p>1- Acceptance and approval of delivered goods by Acceptance Committee.</p> <p>2- Acceptance of related invoices by UNDP.</p>
Payment Terms	<p><input checked="" type="checkbox"/> 100% within 30 days upon compliance with Conditions for Release of Payment.</p> <p><u>Note: The payments shall be effected in TL through conversion of the US\$ amount by the official UN exchange rate valid on the date of money transfer.</u></p>

Annexes to this RFQ	<input checked="" type="checkbox"/> Technical 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) ²	Naz Özgüç Yurtvermez UN House, Birlik Mah. Katar Cad. No: 11, Çankaya, ANKARA/ TURKEY Naz.ozguc@undp.org 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.

² 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.

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Claudio Tomasi

Country Director

UNDP Turkey

Annex 1

Technical Specifications and Requirements

Item # Madde #	Equipment Ekipman	Total Quantity Toplam Adet	Required Specifications Gerekli Özellikler
1	Computer Caliper Dijital Kumpas (Ağaç Çap Ölçer)	6	Minimum 1 GB internal memory En az 1 GB dahili bellek
			Minimum 1 MB high speed RAM En az 1 MB yüksek hızlı RAM
			Minimum 32bit low power processor En az 32bit düşük güçlü işlemci
			Measurement range up to 1.000mm 1.000mm'ye kadar ölçüm menzili
			Minimum 5 days of battery capacity (with maximum use of 8 hours per day) En az 5 günlük şarj kapasitesi (Günde en fazla 8 saat çalışarak)
			Aluminum and foldable for ease of use and transportation Kolay kullanım ve taşıma için Alüminyum ve Katlanabilme Özelliği
			Real time calendar and time indicator Gerçek zamanlı tarih ve zaman göstergesi
			Integrated speaker for signal Sinyal için entegre hoparlör
			Backlight graphic interface Arka aydınlatmalı grafik arayüz
			Bluetooth and IR Technology Bluetooth ve IR Teknoloji
2	GPS (Global Positioning System) and DME (Distance Measuring Equipment) Device Compatible with the Computer Caliper in Item 1 GPS ve DME Cihazı Madde 1'deki Dijital Kumpas ile uyumlu	6	1% or better precision in horizontal distance measurement Yatay mesafe ölçümünde %1 veya daha iyi hassasiyet
			Ultrasound technology Ultrason teknolojisi
			Receiver software with units in centimeters Santimetre cinsinden birimle alıcı yazılım
			Range up to 30 meters 30 metreye kadar mesafe
			Together with transponder, monopod and adaptor Aktarıcı, monopod ve adaptor ile birlikte
3	Digital Height, Distance and Inclination Measuring Device Dijital Boy, Mesafe ve Eğim Ölçüm Cihazı	6	Bluetooth and IR Technology Bluetooth ve IR Teknoloji
			1% or better precision in ultrasound distance measurement Ultrason mesafe ölçümünde %1 veya daha iyi hassasiyet
			At least IP67 water and dust resistance certificate En az IP67 su ve toza dayanıklılık sertifikası
			LCD screen or better LCD veya daha iyi ekran

Item # Madde #	Equipment Ekipman	Total Quantity Toplam Adet	Required Specifications Gerekli Özellikler
			Memory of at least 2.000 data <i>En az 2.000 veri hafıza kapasitesi</i> Laser range up to 700 meters <i>700 metreye kadar lazer mesafesi</i> Ultrasound range up to 30 meters <i>30 metreye kadar ultrason mesafesi</i> Together with transponder for ultrasound measurement, monopod and adaptor <i>Ultrason ölçüm için aktarıcı, monopod ve adaptor ile birlikte</i>
4	Laser System to Determine the Coordinates and Position Individual Trees <i>Tekil Ağaç Yer Belirlemesi için Lazer Sistemi</i>	1	Bluetooth and IR Technology <i>Bluetooth ve IR Teknoloji</i> Ultrasound technology <i>Ultrason teknolojisi</i> Minimum 30 meters of measurement capability with ultrasound technology <i>Ultrason teknolojisi ile en az 30 metre mesafeden ölçüm yapabilme özelliği</i> Laser range up to 700 meters <i>700 metreye kadar lazer mesafesi</i> Ultrasound range up to 30 meters <i>30 metreye kadar ultrason mesafesi</i> LCD screen or better <i>LCD veya daha iyi ekran</i> At least IP67 water and dust resistance certificate <i>En az IP67 su ve toza dayanıklılık sertifikası</i> 1% or better precision in ultrasound distance measurement <i>Ultrason mesafe ölçümünde %1 veya daha iyi hassasiyet</i> Together with transponder <i>Aktarıcı ile birlikte</i>
5	Increment Borer <i>Artım Burgusu</i>	3	Minimum 40 cm length <i>En az 40 cm uzunluğunda</i> Minimum 5 mm diameter <i>En az 5 mm çapında</i>
6	Bark Gauge <i>Kabuk Ölçer</i>	3	Plastic handle <i>Plastik sap</i> Aluminum gauge <i>Aluminyum gövde</i> Graduation in millimeter <i>Milimetre cinsinden ölçüm</i>

Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010]	DDP (Delivery Duty Paid)
Testing Requirements	The supplier is obliged to make sure that the equipment is fully operational / functional, which will be verified by the Inspection and Acceptance Committee.
Scope of Training on Operation and Maintenance	The supplier shall provide basic operational and maintenance training to the end user.
After-sale services required	Guarantee on equipment for a minimum period of 2 years. Minimum 1 year technical support regarding the software's of the measurement devices.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

Dear Sir/Madam:

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed in the attached document in conformity with the specification and requirements of UNDP as per RFQ Reference No. **UNDP-TUR-RFQ-(SFM)-2017/18**

We hereby declare that:

- a) All the information and statements made in this Quotation are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- c) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- d) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- e) We are not in the circumstances of disqualification or restriction set forth in the Laws No. 4734 and 4735 (or as per the relevant laws of the country in which we operate) and not in the circumstances of those that cannot participate in the procurement as per the same Law (or as per the relevant laws of the country in which we operate).
- f) We confirm that we have read, understood and hereby fully accept the Requirements and Technical Specifications describing the duties and responsibilities required of us in this RFQ, and the General Terms and Conditions of UNDP's Standard Contract for this RFQ.
- g) We agree to abide by this Bid for 60 days.

We undertake, if our quotation is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in quotation.

We fully understand and recognize that UNDP is not bound to accept this Quotation that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Contact Details:

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

TABLE 1: OFFER TO IT EQUIPMENT COMPLIANT WITH REQUIREMENTS

Item #	Equipment	Total Quantity	Required Specifications	Offered Specifications by the Bidder		Manufacturer / Brand	Model	Delivery Time
				Compliance with min requirements (please indicate Y or N)*	Exact specifications of the offered equipment (please indicate "S" if same with required spec)			
1	Computer Caliper Dijital Kumpas (Ağaç Çap Ölçer)	6	Minimum 1 GB internal memory <i>En az 1 GB dahili bellek</i>					
			Minimum 1 MB high speed RAM <i>En az 1 MB yüksek hızlı RAM</i>					
			Minimum 32bit low power processor <i>En az 32bit düşük güçlü işlemci</i>					
			Measurement range up to 1.000mm <i>1.000mm'ye kadar ölçüm menzili</i>					
			Minimum 5 days of battery capacity (with maximum use of 8 hours per day) <i>En az 5 günlük şarj kapasitesi (Günde en fazla 8 saat çalışarak)</i>					
			Aluminum and foldable for ease of use and transportation <i>Kolay kullanım ve taşıma için Alüminyum ve Katlanabilme Özelliği</i>					
			Real time calendar and time indicator <i>Gerçek zamanlı tarih ve zaman göstergesi</i>					
			Integrated speaker for signal <i>Sinyal için entegre hoparlör</i>					

Item #	Equipment	Total Quantity	Required Specifications	Offered Specifications by the Bidder		Manufacturer / Brand	Model	Delivery Time	Unit Price (in USD)	Total Price (in USD)
				Compliance with min requirements (please indicate Y or N)*	Exact specifications of the offered equipment (please indicate "S" if same with required spec)					
2	GPS (Global Positioning System) and DME (Distance Measuring Equipment) Device <i>Compatible with the Computer Caliper in Item 1</i> GPS ve DME Cihazı <i>Madde 1'deki Dijital Kumpas ile uyumlu</i>	6	Backlight graphic interface <i>Arka aydınlatmalı grafik arayüz</i>							
			Bluetooth and IR Technology <i>Bluetooth ve IR Teknoloji</i>							
			At least IP67 water and dust resistance certificate <i>En az IP67 su ve toza dayanıklılık sertifikası</i>							
			1% or better precision in horizontal distance measurement <i>Yatay mesafe ölçümünde %1 veya daha iyi hassasiyet</i>							
			Ultrasound technology <i>Ultrason teknolojisi</i>							
			Receiver software with units in centimeters <i>Santimetre cinsinden birimle alıcı yazılım</i>							
3	Digital Height, Distance and Inclination Measuring Device	6	Range up to 30 meters <i>30 metreye kadar mesafe</i>							
			Together with transponder, monopod and adaptor <i>Aktarıcı, monopod ve adaptor ile birlikte</i>							
3	Digital Height, Distance and Inclination Measuring Device	6	Bluetooth and IR Technology <i>Bluetooth ve IR Teknoloji</i>							
			1% or better precision in ultrasound distance measurement <i>Ultrason mesafe ölçümünde %1 veya daha iyi hassasiyet</i>							

Item #	Equipment	Total Quantity	Required Specifications	Offered Specifications by the Bidder		Manufacturer / Brand	Model	Delivery Time	Unit Price (In USD)	Total Price (In USD)
				Compliance with min requirements (please indicate Y or N)*	Exact specifications of the offered equipment (please indicate "S" if same with required spec)					
	Dijital Boy, Mesafe ve Eğim Ölçüm Cihazı		At least IP67 water and dust resistance certificate En az IP67 su ve toza dayanıklılık sertifikası							
			LCD screen or better LCD veya daha iyi ekran							
			Memory of at least 2.000 data En az 2.000 veri hafıza kapasitesi							
			Laser range up to 700 meters 700 metreye kadar lazer mesafesi							
			Ultrasound range up to 30 meters 30 metreye kadar ultrason mesafesi							
			Together with transponder for ultrasound measurement, monopod and adaptor Ultrason ölçüm için aktarıcı, monopod ve adaptor ile birlikte							
			Bluetooth and IR Technology Bluetooth ve IR Teknoloji							
			Ultrasound technology Ultrason teknolojisi							
			Minimum 30 meters of measurement capability with ultrasound technology Ultrason teknolojisi ile en az 30 metre mesafeden ölçüm yapabilme özelliği							
			Laser range up to 700 meters 700 metreye kadar lazer mesafesi							
4	Laser System to Determine the Coordinates and Position of Individual Trees Tekil Ağaç Yer Belirlemesi için Lazer Sistemi	1								

Item #	Equipment	Total Quantity	Required Specifications	Offered Specifications by the Bidder		Manufacturer / Brand	Model	Delivery Time	Unit Price (in USD)	Total Price (in USD)
				Compliance with min requirements (please indicate Y or N)*	Exact specifications of the offered equipment (please indicate "S" if same with required spec)					
			Ultrasound range up to 30 meters <i>30 metreye kadar ultrason mesafesi</i>							
			LCD screen or better <i>LCD veya daha iyi ekran</i>							
			At least IP67 water and dust resistance certificate <i>En az IP67 su ve toza dayanıklılık sertifikası</i>							
			1% or better precision in ultrasound distance measurement <i>Ultrason mesafe ölçümünde %1 veya daha iyi hassasiyet</i>							
			Together with transponder <i>Aktarıcı ile birlikte</i>							
			Minimum 40 cm length <i>En az 40 cm uzunluğunda</i>							
5	Increment Borer <i>Artım Burgusu</i>	3	Minimum 5 mm diameter <i>En az 5 mm çapında</i>							
			Plastic handle <i>Plastik sap</i>							
			Aluminum gauge <i>Alüminyum gövde</i>							
			Graduation in millimeter <i>Milimetre cinsinden ölçüm</i>							
6	Bark Gauge <i>Kabuk Ölçer</i>	3								

Related Service Requirements		Acceptance by the Bidder (please Indicate Y or N)	If your response is no, please indicate the reason and the item number*
Delivery Term [INCOTERMS 2010]	DDP (Delivery Duty Paid)		
Testing Requirements	The supplier is obliged to make sure that the equipment is fully operational / functional, which will be verified by the Inspection and Acceptance Committee.		
Scope of Training on Operation and Maintenance	The supplier shall provide basic operational and maintenance training to the end user.		
After-sale services required	Guarantee on equipment for a minimum period of 2 years. Minimum 1 year technical support regarding the software's of the measurement devices.		

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Contact Details:

Annex 3

UNDP General Terms and Conditions for Goods

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.