REQUEST FOR QUOTATION (RFQ)
(Goods)

DATE: April 13, 2017
REFERENCE: UNDP-SYR-RFQ-073-17

Dear Sir / Madam:

We kindly request you to submit your quotation **for suppling and installing equipments and items for Tartous UN Hub,** 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 April 20, 2017 at 2:00 pm and via X *e-mail, or X courier mail*:

United Nations Development Programme
Mezzeh, West Villas, Ghazzawi Street, No.8
Syria.bids@undp.org

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 1 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] *(Pls. link this to price schedule)*	X DAP
Customs clearance, if needed, shall be done by:	X Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Tartous HUB-Junada Hotel
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)*	X 10 days from signing PO, please see annex 1 for more details
Delivery Schedule	X Required
Packing Requirements	N/A
Mode of Transport	X LAND
Preferred Currency of Quotation	X United States Dollars However, for local suppliers payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	X Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	*Thursday, April 20, 2017 at 02:00 pm*
All documentations, including catalogs, instructions and operating manuals, shall be in this language	X English or Arabic
A site-survey will be held on:	18/4/2017 Tartous time @ 1:00 pm Focal point: Mr. Mohammed Al Reddawi Mobile: +963-958880040 E-mail: mohammad.al-reddawi@undp.org **The purpose of the site visit is to give the supplier the opportunity to assess the status of the requirements and to understand the required services.**
Documents to be submitted	X Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; X Latest Business Registration Certificate ;

	X Company Profile proofing that the vendor has at least 2 years of experience in the same field. X Technical Specification.
Period of Validity of Quotes starting the Submission Date	X 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	X Permitted by lot.
Payment Terms	X Payment 100% within 30 days after completion of the delivery and acceptance of the goods.
Liquidated Damages	X Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% from the contract value for each day of delay. Max. no. of days of delay : 5 Next course of action: Termination of Contract.
Evaluation Criteria *[check as many as applicable]*	X Technical responsiveness/Full compliance to requirements and lowest price X Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	X One or more than one supplier
Type of Contract to be Signed	X Purchase Order
Special conditions of Contract	X Cancellation of PO/Contract if the delivery/completion is delayed by 5 days.
Conditions for Release of Payment	X Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	X Specifications of the Goods Required (Annex 1) X Form for Submission of Quotation (Annex 2) X General Terms and Conditions / Special Conditions (Annex 3). X Others: 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)	Rania Al-Jazairi *Procurement Assistant* *Rania.al-gazaeiri@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.

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,

Mirvat Hammoud
Head of procurement team
April 13, 2017

Annex 1

Technical Specifications

for the provision of Security mitigation measures in Homs HUB

Lot #		Quantity	Description/Specifications of Goods	Latest Delivery Date
Lot 1	Overhead protection for 4 balconies in Junada hotel	4	Each room 900 x 240 cm Metal sheets with 2mm thickness Metal tubes net 2 x 3 cm Covered with red bricks, 350 red bricks for each room + - 10 *See part (1) for more specifications*	10 days from signing PO
	Emergency ladder / one way direction/ with opening mechanism	1	9 m length Special mechanism of opening from above to down floor Safe from behind, by metal rings. *See part (2) for more specifications*	10 days from signing PO
	Metal chains	77	10 mm diameter From iron steel 160 cm length each *See Part (3) for more specifications*	10 days from signing PO
	Iron Umbrella, to protect the security booth from sun heat	3	From east 400 cm, from west 300 cm, from south 210 cm. Metal sheets 35 m2 *See Part (4) for more specifications*	10 days from signing PO
	Concrete in front of the security booth.	1	50 cm x 200 cm 10 cm thickness	10 days from signing PO
	Reinforce 2 doors by slides lock (two for each door)	4	Metal slides locks, with 2 copies of keys for each lock.	10 days from signing PO
Lot 2	panic/ evacuation bottom on the outer guards booth, to be connected with the panic alarm system inside block D.	1	The bottom must be provided with a lock and a key, connected with the alarm system inside UN bldg. (the distance between the booth and the Bldg. is 300 m.) The system provide two way of alarm (sound & light); Level of sound 103Db, and can be controlled based on different emergency types The system include a backup battery to maintain power for up to 5 hours Control panel available (- Plastic enclosure. - 220V Lamp indication and 12Vdc Lamp indication) with a red push button and a lock. Mute push button	10 days from signing PO

Lot #		Quantity	Description/Specifications of Goods	Latest Delivery Date
Lot 2	ID access control device for WFP wooden door	2	Could be used with staff IDs or separate password and finger print Could be used for opening elevators and doors *See Part (5) for more technical specifications*	10 days from signing PO
	Magnetic cards	100	To be distributed to the staff to access the doors which provided by ID access control. Effective with the ID access control which already exist inside the Bldg.(CR F -7612-CMOLO). Each one is printed with UN Logo with a printed tie and plastic cover.	10 days from signing PO
	Installing a master electric switch and to be fitted with a locking mechanism	1	To be used to shut down the sliding gate system in case of emergencies, and to install it inside the security booth. Connected also with the requested evacuation bottom.	10 days from signing PO
	Out door and fixed camera with all cables needed	3	*See Part (6) for more specifications*	10 days from signing PO
	In door and fixed camera with all cables needed	2	*See Part (7) for more specifications*	10 days from signing PO
	Installing fluorescent lightning devices	15	Each 2 in one wooden pack with all the cables needed and power supplies with 2 buttons.	10 days from signing PO
	Installing a high power LED projector (lightning devices)	5	100 W each with all cables needed and switches.	10 days from signing PO
Lot 3	Plastic chairs	5	White, with 4 plastic legs	10 days from signing PO
	Small comodini	1	2 drawers with locks, 50 x50 cm, 70 cm height.	10 days from signing PO
	Wooden tables	15	120 x 60 cm each, 80 cm height, from beech wood, covered with Formica from both sides, 4 legs 5 x 5 cm.	10 days from signing PO
Lot 4	Safety signs/metal / outdoor use/ with metal stands	9	Outdoor use/ with metal stands, 40 x 60 cm each, the titles will be provided to the vendor after winning the bidding.	10 days from signing PO

Part 1:

مواصفات أغطية الشرفات الصاجية:

- أربعة شرفات، كل شرفة 900 x240 سم، تحتاج إلى غطاء صاجي للحماية من أي جسم ساقط من الهواء، تغطى بالقرميد الأحمرللعزل الحراري والمطري.
- تغطية بالصاج سماكة 2مم.
- تركب فوقه شبكة تيوب 3*2سم.
- يركب فوقه القرميد حوالي 350 قرميدة لكل شرفة من الشرف الأربعة.
- تركب حواجب من الصاج المزيبق بين القرميد والصاج لمنع دخول الهواء والمطر.
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Part 2:

مواصفات سلم النجاة:

- غير قابل للمرور إلا من جهة واحدة، وذلك من خلال آلية فتح خاصة من الأعلى للأسفل.
- طوله 9متر.
- من مقاطع تيوب 10 x 5سم + 8 x 4 سم + بواري 1 إنش للقناطر الدائرية للأمان من السقوط للخلف + بواري 4/3 إنش للتدعيم + بليتيه 20 x 20 سم للتثبيت.
- آلية حركة لرفع القسم المتحرك من القسم الأسفل بطول 2.5متر.
-

Part 3:

- مواصفات السلاسل الحديدية:
- - عدد السلاسل : 77 سلسلة.
- - مقطع السلسلة 10مم من حديد الفولاذ القاسي وقطع السلسلة متداخلة مع بعضها وملحومة كل حلقة لوحدها.
- - طول السلسلة الواحدة 160سم مثبتة من جهة على العمود ومن جهة ثانية على العمود الآخر.
- - مثبت في نهاية السلسلة شنكل تعليق يتصل مع بداية العمود التالي.
-

Part 4:

مواصفات المظلة الحديدية لغرفة الحرس:

- مظلة حديد واقية للشمس تركب على المحرس من ثلاث جهات-الشرق 400 سم.

-الغرب 300سم.

-الجنوب 210 سم.

- الارتفاع من جهة الغرفة 270سم ومن الخارج 240سم.

- مقاطع الحديد تيوب 6x6سم+4x8سم+3x3سم+بليتيه حديد 6مم+صاج مضلع حوالي 53مترمربع.

- الأعمدة: 12عمود 6*6سم

Part 5:

Technical specifications for the ID access control:

Function:

- Adopting CPU & memory chips of large capacity so that all the data will not lose in power outage cases.
- Adopting MCU technology inside and could read 3 modes; only card, only password, only finger print and card & password & finger print are available.
- Door Status Monitor; Doorbell.
- Safe Mode Alarm Output.
- Card capability: 500/10000 users.
- Card Format: can read any Proximity card.
- Provided with internal small battery enough for minimum 5 minutes of power shortage.
- Suit for: Office (In/Out-door).
- Work standalone without any software.

Part 6:

Technical specifications of the indoor cameras:

- 2 Megapixel high-performance CMOS
- Analog HD output, up to 1080P resolution
- 2.8 – 12mm vari-focal lens
- True Day/Night, Smart IR
- Up to 30m IR distance
- OSD menu
- 24V AC/ 12V DC (-A)

Part 7:

Technical specifications of the outdoor cameras:

- 2 Megapixel high-performance CMOS
- Analog HD output, up to 1080P resolution
- 2.8-12mm motorized vari-focal lens
- True Day/Night
- OSD menu, DNR, Smart IR
- True WDR, up to 120dB
- EXIR technology, up to 40m IR distance
- IP66 weatherproof

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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. _____:

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
LoT.1.	**Overhead protection for 4 balconies in Junada hotel:** الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	4	10 days from signing PO		
	Emergency ladder / one way direction/ with opening mechanism: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	1			
	Metal chains: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	77			
	Iron Umbrella, to protect the security booth from sun heat: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	3			
	Concrete in front of the security booth: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	1			

	Reinforce 2 doors by slides lock (two for each door) الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**4**			
	Total Prices of LoT.1.				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
LoT.2.	**panic/ evacuation bottom on the outer guards booth, to be connected with the panic alarm system inside block D.** الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**1**	**10 days from signing PO**		
	ID access control device for WFP wooden door: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**2**			

	Magnetic cards: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**100**			
	Installing a master electric switch and to be fitted with a locking mechanism: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**1**			
	Out door and fixed camera with all cables needed: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**3**			
	In door and fixed camera with all cables needed: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	**2**			

	Installing fluorescent lightning devices: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	***15***			
	Installing a high power LED projector (lightning devices): الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	***5***			
	Total Prices of LoT.2.				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
LoT.3.	**Plastic chairs:** الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	5	10 days from signing PO		
	Small comodini: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	1			
	Wooden tables: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	15			
	Total Prices of Goods				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
LoT.4.	**Safety signs/metal / outdoor use/ with metal stands** : الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا:	9	10 days from signing PO		
	Total Prices of LoT.4.				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

Other Information pertaining to our Quotation are as follows :	**Your Responses**		
	Yes, we will comply	*No, we cannot comply*	*If you cannot comply, pls. indicate counter proposal*
الالتزام بموعد التسليم المحدد: Delivery Lead Time			
الوزن التقريبي/ الحجم/ أبعاد الشحنة: Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin: **بلد المنشأ:**			
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم المتحدة الإنمائي All Provisions of the UNDP General Terms and Conditions			
Validity of Quotation **مدة صلاحية العرض**			
Other requirements *[pls. specify]*			

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]

Annex 3

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.

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: ☐ Staff ☐ SSA ☐ Service Contract ☐ Meeting Participant ☐ NGO ☐ Supplier ☐ Other		
VENDOR APPROVER SIGNATURE: _____	DATE: _____	

Complete either Section 2 or Section 3 (not both)

SECTION 2	PERSON INFORMATION (For Individuals only)		
Last Name Middle Name	First Name		
Nationality	Date of Birth	Place of Birth	Sex: Male ☐ Female ☐
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	
Contact Person (MAIN ADDRESS)	**Telephone**		**Fax**	**E-mail Address**
Name: Title:				

SECTION 4	**BENEFICIARY BANKING INFORMATION**		
Bank Name			
Bank ID:	**For US banks only use whether:** (9 digits) ACH ☐ ☐ Fed wire	**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 ☐ US$ ☐ Other (PLEASE INDICATE) _____
Bank Account No. : (ENTER WITH NO PUNCTUATION,NO DOTS, DASHES OR SPACES)		Account Type: ☐ Checking ☐ 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:	**FED WIRE 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: _____