

REQUEST FOR QUOTATION (RFQ) (Goods)

DATE: April 25, 2017	
,	
REFERENCE: UNDP-SYR-RFQ-075-17	

Dear Sir / Madam:

We kindly request you to submit your quotation <u>for Suppling IT equipments</u>, 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 May 02, 2017 at 4:00 pm and via X e-mail, or X courier mail:

United Nations Development Programme Atten: rania.al-gazaeiri@undp.org 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:

	V DAD
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)	Damascus, Syria County Office Premises
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 30 days from contract signature for LoT.1. 30 days from contract signature for LoT.2. 30 days from contract signature for LoT.3. 60 days from contract signature for LoT.4., 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	Tuesday, May 2, 2017and 04:00 pm
All documentations, including catalogs, instructions and operating manuals, shall be in this language	X English or Arabic
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 List of similar contracts; X Technical Specifications, data sheets and catalogues of all proposed goods; X Warranty Statement, one year warranty for all ítems, three years warranty for the Photocopier. X Manufacturer's Authorization of the Company as a Sales Agent (if

W	Compliants and the arrange streets.
	Supplier is not the manufacturer); X Relevant Warranty Certificates, as well as proofs for after sales
	service capacity.
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 service.
Liquidated Damages	X Will be imposed under the following conditions: Percentage of contract price per day of delay: 1% from the contract value for each day of delay. Max. no. of days of delay: 10 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 10 days.
Conditions for Release of Payment	X Written Acceptance of services based on full compliance with RFQ requirements
Annexes to this RFQ	X Specifications of the Goods Required (Annex 1) Catalogues without details technical specifications would not be considered sufficient 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,

Hana Al-ALí Head of procurement team ◆

April 25, 2017

Annex 1

Technical Specifications

Lot No.	Item No.	Item to be Supplied	Description/Specifications of Goods	Quantity			
			Brand: HP or equivalent				
			Technology : Laser				
			Type: monochrome				
			Max original size: A4				
			Max Print size: A4				
		20112	Memory (RAM): 1.0 GB	2			
1	1	B&W Printer	Print Speed Color A4: 45 ppm				
			Print resolution:1200X1200 dpi				
			Connectivity: USB and Ethernet				
			Duplex:Automatic				
			Cartridge: Two Sapre full sets of cartridges				
			Warranty: One year				
			Brand name and Model: HP or equivalent				
			Functions:Print,Copy and Scan				
			Print Technology: Laser				
			Type: Color				
			CPU: 1.2 Ghz				
		Color	Memory (RAM): 1.0 GB				
1	2	Multifunction	Print Speed Color: 35 ppm or above	1			
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Print resolution: 1200X1200 dpi				
			Connectivity: USB and Ethernet				
			Duplex: Automatic				
			Feeder: ADF 150 Sheets				
			Scan method: Scan to email	_			
			Accessories: USB cable and EU power cable				

			Cartridge: Two Sapre full sets of cartridges(B and CMY) to be provided with the highest capcity cartridges produced for the offered multifunction	
			Warranty: One year	
			Security Level: Cross cut	
			Auto On/Off	
			Manual reverse mode	
1	3	Paper Shredder	Overload protection	1
•	3	raper Sineuder	Maximum Sheets:15 or above	_
			Accepts CDs/DVDs; credit cards; paper clips;	
			staples	
			Warranty: One year (Min.)	
			Compatibility: Avaya IP500v1 and IP500v2 system	
			Expansion Capacity: 30 Digital station	
			Module Type: DS30 or DS30B	
		Avaya IP500	Connectivity to the main Control unit:	
2	1	Digital Station	Ethernet cable	1
		30 Module	Rack tool kit: included	
			installation and configuration: included	
			5 M ethernet cable: qty 1	
			1M ethernet cable: qty 30,color blue	
			Warranty: One year	
2	2	Avaya Digital	Model: Avaya 1408	30
		stations	Warranty: One year	
2	3	Avaya Digital	Model: Avaya 1416	10
2	3	stations	Warranty: One year	10
		Avaya		
2	4	Conference	Model: Avaya B149	1
		phone	Warranty: One year	
			Compatibility: Avaya IP500v1 and IP500v2	
		Avaya SIP Trunk	system	
2	5	license	Madely Averse P140	1
			Model: Avaya B149	
			Capacity: 20 channels	
			Size:75 inch	
			Type: LED HD: Full HD	
3	1	75" TV Screen	Resolution: 1920x1080	1
			Inputs & outputs : 3x HDMI ,1Xcomponent,1x	
			Audio out	

			installation and configuration: included	
			Wall tool kit: included	1
			installation and configuration: included	
			Warranty: One year	
4	1	Photocopier	Brand: Canon or equivalent1	
			Functions: Print, Copy and Scan	-
			Technology: Laser	
			Type: Black & white	
			Max original size: A3	
			Max Copy/Print size: A3	
			Memory (RAM): 1.0 GB+ 40 HDD	
			Print/copy Speed Color A4: 55 ppm	
			Print/copy resolution:1200X1200 dpi	
			Scan resolution: 600X600 dpi	
			Connectivity: USB and Ethernet	1
			Paper Trays: Dual Front -loading Decks (1,500)Sheets Each Dual Front-loading Cassettes (550 Sheets Each)	
			Scan Method: Scan to Email	
			Feeder: ADF 150 Sheets]
			Duplex:Automatic	
			Zoom range: 25-400 %	
			Stand: base with four wheels]
			Tooners: Two Max capacity Toners]
			Warranty: Three years	

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

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

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:
TABLE 4 OF 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1 C 1

TABLE 1. Offer to Suni	oly Goods Compliant with	Technical Specifications and	Requirements
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Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
LoT.1.	B&W Printer: المقدمة من قبل العارض بالتفصيل هنا الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل	2	30 يوم من		
	Color multifunction: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	1	تاريخ توقيع العقد		

	C1 11			-	
	Shredder:				
	الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا				
		1			
		•			
				ľ	
	Total Prices of Goods				
	1014111100001				
	Add: Cost of Transportation				
	, tale , cool or , conspection				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation, LoT.1.			0	
	Total final and final management of the question, 20 man				
LoT.2.	30 DS Avava expansion module:				
LOTIZ.	30 DS Avaya expansion module: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا				
		l l			
			30 يوم من تاريخ توقيع العقد		
		0	تاريخ ترقيد		
		1	دريح توقيع		
		-	العقد		
					,

Avaya1408 digital station: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	30		
Avaya1416 digital station: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	10		
Avaya B149 conference phone: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	1		

SIP trunk license: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	1			
Total Prices of Goods		1		
Add : Cost of Transportation				
Add : Cost of Insurance				
Add: Other Charges (pls. specify)				
Total Final and All-Inclusive Price Quotation, LoT.2.				
TV Screen 75 inches: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	1	30 يوم من تاريخ توقيع العقد		
Total Prices of Goods		,		
Add: Cost of Transportation				
Add : Cost of Insurance				
Add: Other Charges (pls. specify)				
Total Final and All-Inclusive Price Quotation, LoT.3.				
Total Final and All-Inclusive Price Quotation, All LoTs				
Photocopier: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا	1	60 يوم من تاريخ توقيع العقد		
	الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا Total Prices of Goods Add : Cost of Transportation Add : Cost of Insurance Add : Other Charges (pls. specify) Total Final and All-Inclusive Price Quotation, LoT.2. TV Screen 75 inches: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هفا Total Prices of Goods Add : Cost of Transportation Add : Cost of Insurance Add : Other Charges (pls. specify) Total Final and All-Inclusive Price Quotation, LoT.3. Total Final and All-Inclusive Price Quotation, All LoTs Photocopier:	الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا 1 Total Prices of Goods Add : Cost of Transportation Add : Cost of Insurance Add : Other Charges (pls. specify) Total Final and All-Inclusive Price Quotation, LoT.2. TV Screen 75 inches: الله كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا العارض والمنات المقدمة من قبل العارض بالتفصيل هنا المواصفات المقدمة من قبل العارض بالتفصيل هنا من المواصفات المقدمة من قبل العارض بالتفصيل هنا المواصفات المو	الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا Total Prices of Goods Add : Cost of Insurance Add : Cost of Insurance Add : Other Charges (pls. specify) Total Final and All-Inclusive Price Quotation, LoT.2. TV Screen 75 inches: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا المعتددة توقيع المواصفات المقدمة من قبل العارض بالتفصيل هنا المعتددة على العارض بالتفصيل من المعتددة على المعتددة المواصفات المقدمة من قبل العارض بالتفصيل من المعتددة على المعتددة المواصفات المقدمة من قبل العارض بالتفصيل من المعتددة على المعتددة المواصفات المقدمة من قبل العارض بالتفصيل من المعتددة على المعتددة ا	الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هنا Total Prices of Goods Add: Cost of Transportation Add: Cost of Insurance Add: Other Charges (pls. specify) Total Final and All-Inclusive Price Quotation, LoT.2. TV Screen 75 inches: الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هذا الرجاء كتابة المواصفات المقدمة من قبل العارض بالتفصيل هذا العقد العقد Total Prices of Goods Add: Cost of Transportation Add: Cost of Insurance Add: Other Charges (pls. specify) Total Final and All-Inclusive Price Quotation, LoT.3. Total Final and All-Inclusive Price Quotation, All LoTs

	Total Prices of Goods						
	Add : Cost of Transportation						
	Add : Cost of Insurance						
	Add: Other Charges (pls. specify)						
	Total Final and All-Inclusive Price Quotation, LoT.4.						
	Total Final and All-Inclusive Price Quotation, All LoTs						
·							

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

Other Information pertaining to our	Your Responses						
Quotation are as follows:	Yes, we comply	will	No, we comply	cannot	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:							
بلد المنشأ: Country/ies Of Origin:							
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم							
المتحدة الإنماني							
All Provisions of the UNDP General							
Terms and Conditions							
مدة صلاحية العرض Validity of Quotation							

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 <u>Force Majeure</u>), 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

- 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:	Date:		Atlas Vendor No :				
First Name / Last Name/Extension	- 11				UN Index No:			
VENDOR TYPE:□ Staff □ SSA □ Service Contract □ Meeting Particinant □ NGO □ Supplier □ Other								
VENDOR APPROVER SIGNATURE:			DATE:		=======================================			
Complete either Section 2 or Section 3 (not both	1)							
SECTION 2 PERSON INFORMATION (For Industrial CONTY).								
Last Name Middle Name	Last Name First Name Middle Name							
Nationality Date of	of Birth	Place of Birth	Sex	: Ma	ale 🗌 Female 🗌			
Address								
City,	City, State/Province/County Postal Code (ZIP) Country							
E-mail Address		Telephone Number			Fax Number			
SECTION 3 SUPPLIES	RINFORMATIO	N (FOR COMPANIES ONLY)	B 113					
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)	Те	elephone		F	ax	E-mail Address		
Name:								
Title: SECTION 4 BENEFICIARY BANKING INFORMATION								
Bank Name								
Bank ID:	For US banks of	only use whether: (9 digits)	SWIF	T cod	e 8 or 11 characters (requ	lired for overboard payments)		
	ACH 🗆	☐ Fed wire						
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:								