



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: May 7, 2017
	REFERENCE: UNDP-SYR-RFQ-079-17

Dear Sir / Madam:

We kindly request you to submit your quotation for **the provision of fishing nets in two LOTS Lot1- for Tartous and Lot 2 for Lattakia**, 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 16, 2017 and via *e-mail*, or *courier mail* and to the address below:

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

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

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

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

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Tartous & Lattakia
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	<input checked="" type="checkbox"/> 45 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty one year for the supplied items.
Deadline for the Submission of Quotation	,Tuesday, May 16, 2017 and at 2.00 pm at Damascus Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Arabic
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> The bidder should clearly indicate the manufacturing company data sheet, the country of origin, and the year of manufacture of the nets. <input checked="" type="checkbox"/> The bidder should include all datasheets and manuals of the nets.

	<input checked="" type="checkbox"/> Vendor Form annex 4
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Permitted [<i>Per Lots for each Governorate</i>]
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods.
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.1 % Max. no. of days of delay: 07 days Next course of action: UNDP may terminate the contract.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Full acceptance of the Contract's General Terms and Conditions. <input checked="" type="checkbox"/> <u>The bidder should clearly indicate the manufacturing company data sheet, the country of origin, and the year of manufacture of the nets.</u> <input checked="" type="checkbox"/> <u>The bidder should include all datasheets of the nets.</u> <input checked="" type="checkbox"/> <u>The Bidder Should comply with fishing conditions.</u>
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on Lots for each Governorate.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/ if the delivery/completion is delayed by 10 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of works based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Works Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Vendor Form (Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

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

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

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

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

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

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

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

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

¹*This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link :http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Mirvat Hammoud
Head of Procurement Unit
May 7, 2017

Technical Specifications

المواصفات الفنية للمواد المطلوبة لتوريد شبكات صيد مع ملحقاتها في طرطوس واللاذقية -2017:

Technical Specifications

Annex 1

Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
شبكات صيد مع ملحقاتها (طرطوس): Lot1:				
1	أرواد	1500	عدد الشبكات "مكونة من طبقتين"	مدة التسليم 45 يوم من تاريخ توقيع العقد
			شبكات صيد نايلون مكونة من طبقتين: طبقة أولى (ثوب) من الشبكة وفق المواصفات التالية: - مصنوعة من خيوط النايلون - سماكة الخيط 18 - طول 180 متر - عرض 3 م وتحوي 75 عينة (فتحة) - قطر العين 20 مم طبقة ثانية " وجه أو بطانة" وفق المواصفات التالية: - مصنوعة من خيوط النايلون - سماكة الخيط 28 - وزن الشبكة 400 غ - قطر الفتحة 24 سم على المعارض ببيان الشركة الصانعة و بلد المنشأ وسنة الصنع للشباك. على المعارض إرفاق النشرات الفنية المتعلقة بالشباك مدة الضمان سنة كاملة من تاريخ الإستلام الأولي.	
2	أرواد	4,000	كغ	
			ثقالات خاصة بشبكات الصيد مصنوعة من الرصاص وفق المواصفات التالية - ثقالات عبارة عن أورزان بحيرية مصنوعة من الرصاص - طول الواحدة 3-4 سم وزن الواحدة 25-30 غ	
3	أرواد	300	لفة	
			لفة حبال لربط الشباك وفق المواصفات التالية: - مصنوعة من النايلون سماكة الحبل 3مم لشد محيط شبكات الصيد - طول الحبل في اللفة 180 م - وزن اللفة 1 كغ	
4	أرواد	80,000	عدد	
			فواشات فلين وفق المواصفات التالية: - كرات فلين خاصة بشبكات الصيد تعلق على الحبال - شكل الفلين دائري - سماكة الفلينة الواحدة 2 سم	

شبكات صيد مع ملحقاتها (اللاذقية) Lot2:			
Items to be Supplied *	Quantity	Description/Specifications of Goods	Latest Delivery Date
شباك صيد	115 مجموعة	<p>المجموعة الواحدة (حصة الصيد) 40 شبكة بدون حبال تثبيت وبدون رصاص (تقالات):</p> <ul style="list-style-type: none"> - على العارض بيان الشركة الصانعة و بلد المنشأ وسنة الصنع للشباك. - على العارض إرفاق النشرات الفنية المتعلقة بالشباك - مدة الضمان سنة كاملة من تاريخ الإستلام الأولي. - أن تكون مطابقة لشروط الصيد - نوع الخيط نايلون بدون تبطين سماكة الخيط 0.20 مم - قياس العينية 20 مم - أبعاد الشبكة: طول: 100م * ارتفاع (من 45-50 عينية) 	مدة التسليم 45 يوم من تاريخ توقيع العقد
سنانير مختلفة المقاس	80 كروز	<ul style="list-style-type: none"> - أن تكون مطابقة لشروط الصيد - غير قابلة للصدأ (ستانلس ستيل) - مفردة او ثلاثية الخطاف - قياسات مختلفة 	
خيوط نايلون متنوعة السماكة	320 كغ	<ul style="list-style-type: none"> - أن تكون مطابقة لشروط الصيد - يتميز بالمرونة الشديدة - يتحمل الشد والجذب - سماكات مختلفة من 70 الى 140 وبما يناسب الشروط المطلوبة للصيد 	

- يشترط على العارض الالتزام بما يلي:

1. مدة التنفيذ 45 يوم تبدأ من تاريخ توقيع العقد مع برنامج الأمم المتحدة الإنمائي في سورية.
2. اللجنة الفنية " لجنة محلية " تعد مشرفة على عمليات الاستلام والتوزيع.

3. يشترط على العارض المتقدم أن يكون فني ومختص في هذا المجال وممارساً للمهنة، وعليه تقديم وثيقة تثبت ذلك من الجهات المعنية.
4. يتم خصم واحد بالألف عن كل يوم تأخير من قيمة العقد على ألا تتجاوز مدة التأخير أكثر من أسبوع.
5. يتحمل العارض المسؤولية الكاملة على كل ضرر يقع على المواد قبل التسليم.
6. لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه.
7. على العارض الالتزام بالشروط المتعلقة بتنفيذ الأعمال المذكورة أعلاه وفق معايير ومواصفات الجهات المعتمدة بهذا المجال.
8. يتم الصرف على دفعة واحدة بنهاية مدة العقد.
9. جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنمائي في سورية.

Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
Lot1: Fishing Nets & Accessories (Tartous)				
1	Arwad	1500	<p>Number of double-layered fishing nets</p> <p>Double-layered nylon fishing nets: The first layer (outer layer) of the net should be of the following specifications:</p> <ul style="list-style-type: none"> - Made of nylon threads - Thickness of the thread should be 18 - Length 180 metres - Width 3 metres, and it includes 75 openings - Diameter of the opening is 20mm <p>The second layer "face or lining: according to the following specifications:</p> <ul style="list-style-type: none"> - Made of nylon threads - Thickness of the thread 28 - Weight of the net 400 g - Diameter of the opening 24 cm <p>The bidder should indicate the manufacturing company, the country of origin, and the year of manufacture of the nets.</p> <p>The bidder should include all the technical sheets of the nets.</p> <p>The guarantee should be one year starting from the date of delivery.</p>	45 Days from the date of signing the contract
2	Arwad	4,000	<p>KG</p> <p>Lead-made sinkers for fishing nets made according to the following specifications:</p> <ul style="list-style-type: none"> - Lead-made weight sinkers - Length is 3-4 cm, and the weight of each should be 25-30g 	
3	Arwad	300	<p>ROLL</p> <p>Rope roll to tie fishing nets according to the following specifications:</p> <ul style="list-style-type: none"> - Nylon-made, thickness of the rope 3mm to tie the outer edges or perimeter of the fishing nets - Length of the rope in the roll is 180 m - Weight of the roll is 1 KG 	
4	Arwad	80,000	<p>Number</p> <p>Cork floats according to the following specifications:</p> <ul style="list-style-type: none"> - Cork balls special for fishing nets that are to be placed on ropes 	

				- Circular cork - Thickness of each cork is 2 cm	
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Lot2: Fishing Nets & Accessories (Lattakia)

Items to be Supplied*	Quantity	Description/Specifications of Goods	Latest Delivery Date
Fishing Nets	<i>115 Group</i>	<p>One set per fisherman is 40 nets without ropes or lead sinkers:</p> <ul style="list-style-type: none"> - The bidder should indicate the manufacturing company, the country of origin, and the year of manufacture of the nets. - The bidder should include all the technical sheets of the fishing nets. - The guarantee should be one year starting from the date of delivery. - Should comply with fishing conditions. - Nylon thread without lining, thickness of the thread 0.20mm. - Opening size 20mm - Net dimensions: 100 metres in length, height (45-50 openings) 	45 Days from the date of signing the contract
Fishing rods of different types	<i>80 Packs</i>	<ul style="list-style-type: none"> - Should comply with fishing conditions. - Rust-resistant (stainless steel) - Single or triple hook. - Different sizes 	
Nylon threads of different thickness	320 KG	<ul style="list-style-type: none"> - Should comply with fishing conditions. - Should be extremely resilient. - Able to withstand pulling and stretching. - Of different thicknesses (70-140), and as fits the required fishing conditions. 	

- The supplier must adhere to the following:

- 10.** The implementation period is forty-five days; it starts at the date of signing the contract with the UNDP Syria.
- 11.** The technical committee “Local Committee” is responsible for supervision of all receipt and delivery operations.
- 12.** The supplier must be a practitioner specialized in this profession, and s/he should submit a certificate from the competent authorities to prove this.
- 13.** One per mile of the total amount of the contract shall be subtracted for each day of delay, provided that the delay does not exceed One week.
- 14.** The supplier should bear full responsibility for any damage that takes place prior to the delivery of the items.
- 15.** The item shall not be paid for in case any of its contents is off-specifications.
- 16.** The supplier shall adhere to the terms related to the execution of the above mentioned business according to the criteria and specifications set by the authorized agencies in this field.
- 17.** Payment in the form a lump sum takes place at the end of the contract.
- 18.** All contract procedures shall be carried under the regulations of the UNDP Syria.

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. _____:

TABLE 1 : Lot 1 Offer for Fishing Nets Tartous Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	عدد الشبكات "مكونة من طبقتين"	1500			
2	ثقلات خاصة بشبكات الصيد مصنوعة من الرصاص	4000 KG			
3	لفة حبال لربط الشباك	300 لفة			
4	فواشات فلين	80,000			
	Total Prices of Goods				
	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		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin and the manufacturer name:			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty after the delivery			
All Provisions of the UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

TABLE 1 : Lot 2 Offer for Fishing Nets in Lattakia Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	Fishing nets شباك صيد	115 مجموعة			
2	Fishing rods of different types سنانير مختلفة المقاس	80 packs كروز			
3	Nylon threads of different thicknesses خيوط نايلون متنوعة السماكة	320 Kg			
Total Prices of Goods					
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		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin and the manufacturer name:			
Warranty and After-Sales Requirements			
a) Minimum one (1) year warranty after the delivery			
All Provisions of the UNDP General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

[Designation]

[Date]

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.

Requesting Person:	Date:	Atlas Vendor No:
First Name / Last Name/Extension		UN Index No:
VENDOR TYPE: <input type="checkbox"/> Staff <input type="checkbox"/> SSA <input type="checkbox"/> Service Contract <input type="checkbox"/> Meeting Participant <input type="checkbox"/> NGO <input type="checkbox"/> Supplier <input type="checkbox"/>		
VENDOR APPROVER SIGNATURE: _____		DATE: _____

Complete either Section 2 or Section 3 (not both)

SECTION 2 PERSON INFORMATION (FOR INDIVIDUALS ONLY)			
<i>Last Name</i>		<i>First Name</i>	
Nationality	Date of Birth	Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>	
Address			
City,	State/Province/County	Postal Code (ZIP)	Country
E-mail Address	Telephone Number	Fax Number	
SECTION 3 SUPPLIER INFORMATION (FOR COMPANIES ONLY)			
Company Name:	Parent Company Name (if applicable)	Web Site URL: (if applicable)	
Street Address			
City	State/Province/County	Country	
Postal Code			
Contact Person (MAIN ADDRESS)	Telephone	Fax	E-mail Address
Name:			
SECTION 4 BENEFICIARY BANKING INFORMATION			
Bank Name			
Bank ID:	<u>For US banks only use whether:</u> (9 digits)	SWIFT code 8 or 11 characters (required for overboard payments)	
	ACH <input type="checkbox"/> Fed wire <input type="checkbox"/>		
Branch ID: (for Canadian Banks only) 9 digits routing no.		Branch Name:	
Street Address:			
City	State/Province	Postal Code	Country
SECTION 5 BENEFICIARY BANK ACCOUNT DETAILS			
Account Name: (name as it appears on bank account)		Bank Account Currency	
		<input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE INDICATE) _____	

Bank Account No. : (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES)		Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
IBAN (European Banks)			
Transit Code (5 digit) Canadian Banks		Sort Code (6 digits) UK Banks	
BSB code (6 digit) Australia Banks			
Bank Information for Intermediary/Correspondent Bank (if applicable)			
Name of Bank :		Address of Bank :	
Bank Account No		SWIFT Code:	FEDWIRE No. (US
<p>I, _____, in my capacity as _____, hereby authorize the agency to direct payments for goods and services to the above account.</p> <p style="text-align: right;">Signature:</p>			