



## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: May 16, 2017
	REFERENCE: IRQ10-RFQ-165/17

Dear Sir / Madam:

We kindly request you to submit your quotation for the rehabilitation of the following structures:

- Lot 1- Rehabilitation of a building located in land no. 1656 m- Hamdaniya, Ninawa Governorate
- Lot 2 - Restoration and rehabilitation of booth no. 14 located in front of Alnaqlyat Garage, Alhmadanes Subdistrict, Ninawa Governorate, as detailed in Annex 1 of this RFQ.

When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations may be submitted on or before **14:00 hours, May 25, 2017 Iraq time** and via email at the following address:

**Email: [bids.iraq.sc@undp.org](mailto:bids.iraq.sc@undp.org)**

Quotations submitted by email must be limited to a maximum of 7.5 MB, virus-free. 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.

The bidders are required to conduct the physical site visit to ensure understanding of the requirements prior to providing their offer to UNDP. The site visit is scheduled on **Sunday, 21 May 2017**, **contact person:** Engr. Saad Ahmad Mahmood, cell phone: 07508207840

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP
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Customs clearance if needed, shall be done by:	<input checked="" type="checkbox"/> NA
Exact Address/es of Delivery Location/s (identify all, if multiple)	Lot 1 - Hamdaniya, Ninawa Governorate Lot 2 - booth no. 14 located in front of Alnaqlyat Garage, Alhmadanes Subdistrict
UNDP Preferred Freight Forwarder, if any	Not applicable
Distribution of shipping documents ( <i>if using freight forwarder</i> )	Not applicable
Latest Expected Delivery /including installation and commissioning	<input checked="" type="checkbox"/> Lot 1 - 30 working days from the issuance of the Purchase Order (PO) Lot 2 – 30 working days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> NA
Packing Requirements	NA
Mode of Transport	NA
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	NA
Deadline for the Submission of Quotation	<b><u>14:00 hours, 25 May 2017 Iraq time</u></b>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Financial Proposal as provided in Annex 2, and in accordance with the statement of requirements in Annex 1; <input checked="" type="checkbox"/> Evidence of previous construction experience <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input type="checkbox"/> Company profile <input checked="" type="checkbox"/> List and value of contracts successfully completed in the last 7 years of similar services, including contact details of clients who could be contracted for reference purposes. <input checked="" type="checkbox"/> Certificate of satisfactory performance from minimum 2 clients in similar requirement <input checked="" type="checkbox"/> CV Key personnel – 1 Project Engineer with a degree in civil engineering and 5 years' experience
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 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"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon completion of the work for each lot
Liquidated Damages	The liquidated damages for delay shall be 0.5% of the Contract value per day of delay, up to a maximum duration of 30 days. Thereafter, the contract may be terminated by UNDP without further notices
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Full compliance to the following requirements: <ul style="list-style-type: none"> <li>- At least 1 similar Project in the past 7 years</li> <li>- With previous construction experience</li> <li>- Compliance to the key personnel, 1 Project Engineer with a degree in civil engineering and with 5 years' experience</li> </ul> <input checked="" type="checkbox"/> Full compliance to the delivery timeframe of <b>30 calendar days</b> ; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> Award will be by lots, lowest evaluated priced technically compliant bidder per lot.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of the services provided based on full compliance with RFQ and technical requirements;
Annexes to this RFQ	<input checked="" type="checkbox"/> Statement of Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

Contact Person for Inquiries (Written inquiries only)	<p><i>Dolores Maitim</i>  <i>Procurement Specialist</i>  <i>dolores.maitim@undp.org</i></p> <p>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.</p>
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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 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 4.

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:

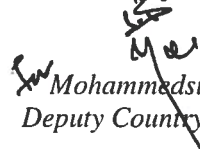
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

  
Mohammedsiddiq Mudawi  
Deputy Country Director, Operations a.i.

**Statement of Requirements**

**Lot 1 - Rehabilitation of a building located in land no. 1656 m- Hamdaniya, Ninawa Governorate**

**1. Civil Works**

**Site preparation:** Supply of materials, tools, machineries and manpower for site preparation by clearing and dumping of all debris and rubble to a site approved by local authorities. All needed works to complete the job, shall be included within the price.

**Emulsion Painting works:** Supply of materials, tools and manpower to paint the interior walls, with 3 layers of emulsion painting. The job includes cleaning the walls and removing the dirt and dust before painting. All needed works to complete the job, shall be included within the price.

**Steel doors:** Supply of materials, tools and manpower to remove old steel doors and reinstall 1x2.1m size new steel plate on double face, by using plate gauge 18 and steel frame, with a layer of Styrofoam to be placed between the two faces. The price of work includes, hinges, door lock, mortise, fixing a stopper on the floor or wall, painting of steel door by using anti-rust and 3 layers of oil painting, dumping of all debris to a site approved by local authorities, as well as all needed works to complete the job.

**Wooden doors:**

Supplying materials, tools and manpower to remove old wooden doors and install new one dimensions 2.1x1.0m with handles, hinges, lock and all accessories. The door should be filled with wooden strip every 12cm. Work includes paint the two faces and the frame with primer and 2 layers of oil paint and all requirements to complete a good work.

**Repair Steel windows works:**

Supplying materials, tools and manpower to repair the damaged steel window with dimension (1\*1.5) m, including the replacement of anti-insects wire mesh, hinges, handle, transparent 4mm glass with past. Work includes the removal of old glass past, re paint with oil paint and all requirements to complete a good work.

**2. Sanitary works**

**Sewerage pipes:**

Supply materials, machine and manpower to clean the sewerage pipes net starting from the sanitary units, manholes to the main septic tank using high pressure air jet/water. The work includes replace the damaged manhole covers and others with new one and all requirements to complete a good work.

**Water tank:**

Supplying materials, tools and manpower to install galvanized water tank 1400 later of plate gauge 18 cylindrical shape supported by steel base made from 2-inch angle shape including the connection of the inlet and outlet pipes. The work includes all piping and fittings, Valves, float valves, accessories and all requirements to complete a good work.

**Mixer taps:** Supply of materials, tools and manpower to install mixer taps, locks and all needed accessories for completing water connections. All needed works to complete the job, will be included within the price.

**Siphon:** Supply of materials, tools and manpower to install siphon, locks valves and all needed accessories for completing water connections. All needed works to complete the job, will be included within the price.

### **3. Electrical Works**

Work includes replace the damaged wires with new suitable size, testing and operation

#### **Main-distribution board:**

Supplying and fixing of panel molded case circuit breaker (MCCB) 250Amp with electronic release, breaking capacity 36KA, 4 pole 415 volt A.C complete with all accessories and requirements to complete a good work.

#### **Cable 4x10mm:**

Supply of necessary materials, tools and manpower to install 4x10mm wire with trunk cable 16mm fixed on the wall by screws. Work shall include testing, operating and all accessories needed to complete the job.

#### **Cable 2x10mm:**

Supply of necessary materials, tools and manpower to install 2x10mm wire with trunk cable 16mm fixed on the wall by screws. Work shall include testing, operating and all accessories needed to complete the job.

#### **Fluorescent lamp:**

Supplying, Installation, fixing, testing and commissioning of prewired fluorescent fittings of all pendant type complete with all accessories and tubes (120 cm, Ø 20mm) including supplying and fixing ball, switch and socket arrangement suspension down rod of 18 SWG MS ,PVC conduit pipe & using single way lighting switch (6A) and wiring with 2x 1.5 sq.mm, 1.1 kV grad PVC copper conductor as required.

#### **Ceiling fan:**

Supplying, Installation, testing and commissioning of ceiling fan (240 volt A.C 1400 rpm,1400mm sweep with 60x60 cm) and regulator including the down rod of standard length for false ceiling with 1.1kV grade 2 x 1.5 sq mm PVC insulated copper conductor with all accessories such as down rod, sweep 3 Nos.,canopy 2 Nos., condenser and fan body etc as required.

#### **Electrical water boiler:**

Supply materials, tools and manpower to install, establish, connect, and commissioning electrical heater 250 Liter capacity with heater 3000 W, with complete fittings & accessories. The work includes the electrical cable (3x4mm<sup>2</sup>) 1.1KV grade PVC insulated copper conductor and all accessories needed to complete the job.

#### **Switch 13A:**

Supplying & fixing of 3-pin, 13A switch/socket combined, shuttered switch/socket on PVC /metal/ moulded tough surface box metal box (recessed or surface) with fibre sheet cover (recessed or surface)

including necessary cutting, connection with 2x 2.5 Sqmm 1.1 kV PVC insulated copper cable, testing etc. as required.

**Power Switch:**

Supplying materials, tools and manpower to install, connect and commissioning (single, double, triple and quadruple) power switches using screw, cable 2\*1.5mm and all required with test and operation with all requirements to complete a good work.

**Exhaust fan:**

Supplying, fixing and connecting of exhaust fan 6 inch, 240 volt A.C 1400 rpm & 450mm sweep (30-35cm) includes 1.1KV grade 2x1.5 sqmm PVC insulated copper conductor and one way 6 Amps switch with all accessories such as frame with arm 3 Nos., sweep 3 Nos., condenser and fan body etc. complete as required

Work includes replace the damaged wires with new suitable size, testing and operation

**Cable:**

Supplying materials, tools and manpower to install 2\*4mm cable with trunk cable 10mm fixed on the wall by screws, work includes testing, operating and all requirements to complete a good work.

**Fluorescent lamp:**

Supplying materials, tools and manpower, to install, connect and commissioning electronic fluorescent lamp 120 cm (4 Foot) with starter with all requirements to complete a good work.



**Lot 2- Restoration and Rehabilitation Of booth No 14 Located In Front Of Alnaqlyat Garage - Alhamdanea Sub District - Ninawa Governorate**

**1. Civil Works**

Supply materials, tools and manpower to paint the Iron Kiosk with two layers of anti-rust and three layers of oil paint, the price includes the removal of rusting surfaces and the old paint, re welding the damaged steel parts, replace the damaged lock handle and hinges with all requirements to complete a good work.

**2. Electricals Works**

Work includes replace the damaged wires with new suitable size, testing and operation

**Cable:**

Supplying materials, tools and manpower to install 2\*4mm cable with trunk cable 10mm fixed on the wall by screws, work includes testing, operating and all requirements to complete a good work.

**Fluorescent lamp:**

Supplying materials, tools and manpower, to install, connect and commissioning electronic fluorescent lamp 120 cm (4 Foot) with starter with all requirements to complete a good work.

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>1</sup>*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)***

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. IRQ10-RFQ-165/17

<b>LOT 1</b>					
<b>Rehabilitation of a building located in land no. 1656 m- Hamdaniya, Ninawa Governorate</b>					
#	Item Description	Unit	Qty	Price\$	Total \$
	Civil Works				
1	<b>Site preparation:</b> Supply of materials, tools, machineries and manpower for site preparation by clearing and dumping of all debris and rubble to a site approved by local authorities. All needed works to complete the job, shall be included within the price.	LS	1		
2	<b>Emulsion Painting works:</b> Supply of materials, tools and manpower to paint the interior walls, with 3 layers of emulsion painting. The job includes cleaning the walls and removing the dirt and dust before painting. All needed works to complete the job, shall be included within the price.	m2	1,100		
3	<b>Steel doors:</b> Supply of materials, tools and manpower to remove old steel doors and reinstall 1x2.1m size new steel plate on double face, by using plate gauge 18 and steel frame, with a layer of Styrofoam to be placed between the two faces. The price of work includes, hinges, door lock, mortise, fixing a stopper on the floor or wall, painting of steel door by using anti-rust and 3 layers of oil painting, dumping of all debris to a site approved by local authorities, as well as all needed works to complete the job.	EA	2		

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

4	<b>Wooden doors:</b> Supplying materials, tools and manpower to remove old wooden doors and install new one dimensions 2.1x1.0m with handles, hinges, lock and all accessories. The door should be filled with wooden strip every 12cm. Work includes paint the two faces and the frame with primer and 2 layers of oil paint and all requirements to complete a good work.	EA	5		
5	<b>Repair Steel windows works:</b> Supplying materials, tools and manpower to repair the damaged steel window with dimension (1*1.5) m, including the replacement of anti-insects wire mesh, hinges,handle,transperant 4mm glass with past. Work includes the removal of old glass past, re paint with oill paint and all requirements to complete a good work.	EA	6		
	<b>Subtotal for Civil Works</b>				
	<b>Sanitary works</b>				
1	<b>Sewerage pipes:</b> Supply materials, machine and manpower to clean the sewerage pipes net starting from the sanitary units, manholes to the main septic tank using high pressure air jet/water. The work includes replace the damaged manhole covers and others with new one and all requirements to complete a good work.	EA	1		
2	<b>Water tank:</b> Supplying materials, tools and manpower to install galvanized water tank 1400 later of plate gauge 18 cylindrical shape supported by steel base made from 2-inch angle shape including the connection of the inlet and outlet pipes. The work includes all piping and fittings, Valves, float valves, accessories and all requirements to complete a good work.	LS	1		
3	<b>Mixer taps:</b> Supply of materials, tools and manpower to install mixer taps, locks and all needed accessories for completing water connections. All needed works to complete the job, will be included within the price.	EA	3		
4	<b>Siphon:</b> Supply of materials, tools and manpower to install siphon, locks valves and all needed accessories for completing water connections. All needed works to complete the job, will be included within the price.	EA	1		

	Subtotal for Sanitary works				
	Electricals Works				
	Work includes replace the damaged wires with new suitable size, testing and operation				
1	<b>Main-distribution board:</b> Supplying and fixing of panel moulded case circuit breaker (MCCB) 250Amp with electronic release, breaking capacity 36KA, 4 pole 415-volt A.C complete with all accessories and requirements to complete a good work.	EA	1		
2	<b>Cable 4x10mm:</b> Supply of necessary materials, tools and manpower to install 4x10mm wire with trunk cable 16mm fixed on the wall by screws. Work shall include testing, operating and all accessories needed to complete the job.	ML	25		
3	<b>Cable 2x10mm:</b> Supply of necessary materials, tools and manpower to install 2x10mm wire with trunk cable 16mm fixed on the wall by screws. Work shall include testing, operating and all accessories needed to complete the job.	ML	30		
4	<b>Fluorescent lamp:</b> Supplying ,Installation, fixing, testing and commissioning of prewired fluorescent fittings of all pendant type complete with all accessories and tubes (120 cm, Ø 20mm) including supplying and fixing ball, switch and socket arrangement suspension down rod of 18 SWG MS ,PVC conduit pipe & using single way lighting switch (6A) and wiring with 2x 1.5 sq.mm, 1.1 kV grad PVC copper conductor as required.	EA	20		
5	<b>Ceiling fan:</b> Supplying, Installation, testing and commissioning of ceiling fan (240 volt A.C 1400 rpm,1400mm sweep with 60x60 cm) and regulator including the down rod of standard length for false ceiling with 1.1kV grade 2 x 1.5 sq mm PVC insulated copper conductor with all accessories such as down rod, sweep 3 Nos.,canopy 2 Nos., condenser and fan body etc as required.	EA	4		
6	<b>Electrical water boiler:</b> Supply materials, tools and manpower to install, establish, connect, and commissioning electrical heater 250 Liter capacity with heater 3000 W, with complete fittings & accessories. The work includes the electrical cable (3x4mm <sup>2</sup> ) 1.1KV grade PVC insulated copper conductor and all accessories needed to complete the job.	EA	1		

7	<b>Switch 13A :</b> Supplying & fixing of 3-pin, 13A switch/socket combined, shuttered switch/socket on PVC /metal/ moulded tough surface box metal box (recessed or surface) with fibre sheet cover (recessed or surface) including necessary cutting, connection with 2x 2.5 Sqmm 1.1 kV PVC insulated copper cable, testing etc. as required.	EA	25		
8	<b>Power Switch:</b> Supplying materials, tools and manpower to install, connect and commissioning (single, double , triple and quadruple) power switches using screw, cable 2*1.5mm and all required with test and operation with all requirements to complete a good work.	EA	25		
9	<b>Exhaust fan:</b> Supplying, fixing and connecting of exhaust fan 6 inch,240 volt A.C 1400 rpm & 450mm sweep (30-35cm) includes 1.1KV grade 2x1.5 sqmm PVC insulated copper conductor and oneway 6 Amps switch with all accessories such as frame with arm 3 Nos., sweep 3 Nos.,condenser and fan body etc. complete as required	EA	1		
Subtotal for Electricals Works					
Total					

LOT 2					
Restoration and Rehabilitation Of booth No 14 Located In Front Of Alnaqlyat Garage - Alhamdanea Sub District - Ninawa Governorate					
#	Item Description	Unit	Qty	Price\$	Total \$
	Civil Works				
1	<b>maintenance:</b> Supplying materials, tools and manpower to paint the Iron Kiosk with two layers of anti-rust and three layers of oil paint, the price includes the removal of rusting surfaces and the old paint, re welding the damaged steel parts, replace the damaged lock handle and hinges with all requirements to complete a good work.	m2	50		
	Subtotal for Civil Works				
	Electricals Works				
	Work includes replace the damaged wires with new suitable size , testing and operation				
1	<b>Cable:</b> Supplying materials, tools and manpower to install 2*4mm cable with trunk cable 10mm fixed on the wall by screws, work includes testing, operating and all requirements to complete a good work.	LM	25		
2	<b>Fluorescent lamp:</b> Supplying materials, tools and manpower, to install, connect and commissioning electronic fluorescent lamp 120 cm (4 Foot) with starter with all requirements to complete a good work.	EA	2		
	Subtotal for Electricals Works				
	Total				

**TABLE 1 : 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>
Project Completion Time: 30 calendar days			
Brochures of equipment provided			
Validity of Quotation 90 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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]*

*Seal*



## 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.