



## REQUEST FOR QUOTATION (RFQ)

To All Bidders	DATE: May 28, 2017
	REFERENCE: RFQ-194/17

Dear Sir / Madam:

We kindly request you to submit your quotation for the Provision & Installation of Diesel Generators for Waste Water Lifting Pump-Station in Baiji (Northern & Southern Al-Haie Al-Asryie)- Salahdien Governorate) 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 14:00 hours, June 7, 2017 Iraq Local Time and via e-mail to the address below:

Via email: [bids.iraq.sc@undp.org](mailto:bids.iraq.sc@undp.org)

Quotations submitted by email must be limited to a maximum of 7 MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Delivery Address	Baiji ( Northern & Southern Al-Haie Al-Asryie)- Salahdien Governorate
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)	<input checked="" type="checkbox"/> 30 days from the date of site turn-over	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	<input checked="" type="checkbox"/> Not Required	
Mode of Transport	<input checked="" type="checkbox"/> LAND/Sea	
Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> United States Dollars	
Value Added Tax on Price Quotation <sup>2</sup>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services	<input checked="" type="checkbox"/> Warranty on items for a period of 1 year after delivery.	
Site Visit	Site Visit will be conducted on <b>1 June 2017 at 10:00AM.</b>  Contact person for the site visit: <b>Eng. Emad Al-Karkhi</b> <b>Mobile: 00(964)7714854165</b> .	
Deadline for the Submission of Quotation	<b>Wednesday, June 07, 2017, 14:00 hours (+03:00 GMT)</b>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted <sup>3</sup>	<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"/> Duly Accomplished Form with the company background information as provided in Annex 3; <input checked="" type="checkbox"/> Company Profile (brief description/background of the company) <input checked="" type="checkbox"/> Manufacturer's warranty certificate <input checked="" type="checkbox"/> Submission of brochures and catalogues for the offered equipment; <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; Available at: <a href="http://www.un.org/sc/committees/1267/pdf/1267_guidelines.pdf">http://www.un.org/sc/committees/1267/pdf/1267_guidelines.pdf</a> <input checked="" type="checkbox"/> Others: 1 Year Warranty of the supplied equipment	

<sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

<sup>2</sup> This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

<sup>3</sup> First 2 items in this list are mandatory for the supply of imported goods



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 Offeror shall confirm such extension in writing, without any modification whatsoever to the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> within 30 Days after receiving and acceptance of goods/ completion of installation and issuance of delivery report.
Liquidated Damages	<input checked="" type="checkbox"/> 2 % of contract amount for every 10 days of delay, up to a maximum duration of 30 days. Thereafter, the contract may be terminated.
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to specifications and requirements, and lowest price <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions; <input checked="" type="checkbox"/> Authorized dealership certificate for the offered equipment; <input checked="" type="checkbox"/> confirmation of the after sale service and availability of spare parts to cover maintenance period; <input checked="" type="checkbox"/> Annex-1 duly completed and signed for entire requirement. <input checked="" type="checkbox"/> Minimum 2 similar contracts executed during the last 3 years; <input checked="" type="checkbox"/> Compliance with the delivery term of ____ days; <input checked="" type="checkbox"/> Satisfactory performance certification from top two clients Note:Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.  <i>UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference.</i> <i>The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.</i>
UNDP will award to:	<input checked="" type="checkbox"/> One supplier
Samples:	Brochures, certificates of offered generator
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 Goods based on full compliance with RFQ requirements
Annexes to this RFQ <sup>4</sup>	<input checked="" type="checkbox"/> Technical Specifications of the items (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> Offer to Comply with Other Conditions and Related Requirements Form (Table1) <input checked="" type="checkbox"/> Company Background Information Form (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4). <input checked="" type="checkbox"/> Bill of Quantity: Excel sheet for the Bill of Quantity (Annex 6).
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	<p><i>Dolores Maitim</i>  <i>Procurement Specialist</i>  <a href="mailto:dolores.maitim@undp.org">dolores.maitim@undp.org</a></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>

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.

<sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.





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

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

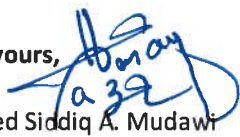
Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information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

  
Mohammed Siddiq A. Mudawi

Stabilization Head

Deputy Country Director, Operations a.1.

for



## TECHNICAL SPECIFICATIONS

### Introduction:

1. Provision of material and work to supply, install, connect and operate brand new generator, with sound proof cabinet, of prime rate power (100) kVA with ATS. The work includes transportation, loading, unloading to site, dismantle and reinstall the existing sunshade, all required electrical cabling connections, operational materials e.g. batteries, oil, filters, etc., with testing and operating, according to the technical specification attached. Supply, install and connect earthing system for the generator. Work includes provision & connect the new generator with electrical board of station by cable (4x120mm<sup>2</sup>) length 15m & circuit breaker 250 Amp.
2. Supply and install fuel tank of (5000 liters). Of galvanized steel 2mm. The tank must be mounted on 2.5" steel angle support of 0.5m height above ground level and connected to the generator by 1/2" galvanized steel pipe. Work includes oil painting for the steel support.
3. Provision of materials and work to manufacture and erect new protection sunshade with external dimensions of (5m X 4m, 3m height), to protect the generator & station space, using galvanized steel columns of 4" dia. Roofing by plastic panles poly carbonet 6mm thick to be fixed by means of hooks with the steel structure of angle section beam of (2.5" X 2.5" X 3/8") and hollow pipe of (2" X 4"). Work includes painting the steel structure with one layer of anticorrosion paint then three layers of oil paint of good quality.
4. Provision of material and work to cast reinforced concrete base for generator (4 X 3 X 0.2 m). The reinforcement is two layers of BRC (D6, WWM 15 X 15cm). Work includes spread layer of broken brick with good compaction, (All work must be done as per the technical specifications).
5. Provision of materials and work to supply and install weatherproof outdoor type (250 W) Sodium bulb light projector complete with frame to be installed on existing poles, the work includes necessary wiring (2 X 2.5 mm<sup>2</sup>), CB of 20 A for each 2 projectors, photo cell and switches.

### Note:

- This document, Bill of Quantity (BOQ), Specifications (SPECS) are considered as part of the contract, and are to be read in conjunction with the contract, and one supplementary to another.
- For dimensions and shapes, please refer to drawings for indication.
- Samples and/or catalogues of the generator shall be submitted to UNDP
- All Materials are subject to standard testing as specified and to Approval.
- All Work shall be According to: Drawings, International Standards, Specifications and UNDP's Instructions and Approvals.



**Delivery terms:**

- **Baiji (Northern & Southern Al-Haie Al-Asryie)- Salahdien Governorate**
- Delivery date: 30 days from the date of site turn-over Installation of all the requested items.
- Payment terms: within 30 Days after receiving and acceptance of goods/ completion of installation and issuance of delivery report.
- Warranty/Guarantee: one year for all supplied items.



### Compliance Sheet

The following Technical data shall be furnished and filled by the bidders:

#### 1-General 100kVA generator

#	Description	UNDP specifications	Offered specification
1-	Make:		
2	Name of manufacturer		
3-	Country of origin		
4-	Reference standards:	IEC/ISO	
5-	Ambient temperature:	Maximum: 55/C Minimum: -10/C	
6-	Relative Humidity :	92% maximum	
7-	Altitude:	1000M above MSL	
8-	System Voltage :	(380 – 400)V	
9-	No of phase :	3PH	
10	Frequency:	50Hz	
11-	Guarantee:	one year ,1000HR / operation	
12	Generator output Range	110 kVA stand by, 100 kVA prime power	
13	Maine MCCB breaker	4pole A...	
14-	Daily base tank	24 hour fuel capacity	
15	Submit Manufacturers' certification :		

#### 2-ENGINE

	Description	UNDP specifications	Offered specification
1-	Make / Model :		
2-	Name of manufacturer		
3-	Country of Origin		
4-	Reference standards:	ISO	
5-	RPM:	Maximum 1500	
6-	Prime :	100 kVA prime	
7-	Type of Governor:	Mechanical /Electronic	
8-	Overload rating:	As per International standard	
9-	Fuel filter :	Standard water separator filter	
10-	Type of fuel :	Diesel	
11-	Type of starting	12 Volt DC	
12-	Type of cooling:	Radiator–fan cooled–fan to be driven by the engine shaft.	
13-	Indicator	Turbo charge	
14-	Submit Detail drawings, brochures and catalogues including operation and maintenance manuals		
15-	Submit type test certificates or reports		





### 3-Alternator

Description	UNDP specifications	Offered specification
Make/Model:		
Name of manufacturer:		
Country of Origin		
Reference standards:	IEC	
Rated Voltage:	0.4KV	
Rated power factor:	Between (0.8 -1)	
No. of Phase:	3Ph	
Frequency:	50Hz	
Type of excitation:	Brushless, self-regulation	
Percentage voltage regulation:	± 5%	
IP :	Not less than 23	
Insulation type :	Class H	
AVR type :	Digital	
Submit detail drawings, brochures and catalogues including operation and maintenance manuals		
Submit type test certificates or reports		

### 4-CONTROL PANEL

Description	UNDP specifications	Offered specification
Make / Model :	Needed below features (Yes)	
	<b>CONTROLLER INFORMATION</b> <b>Instrumentation</b> <input checked="" type="checkbox"/> Voltmeter and Ammeter <input checked="" type="checkbox"/> Combined frequency and tachometer <input checked="" type="checkbox"/> Hours run counter <input checked="" type="checkbox"/> Voltmeter phase selector switch <input checked="" type="checkbox"/> Ammeter phase selector switch  <b>SHUTDOWNS</b> <input checked="" type="checkbox"/> Low Oil Press. <input checked="" type="checkbox"/> High Eng. Temperature <input checked="" type="checkbox"/> Low Fuel Level <input checked="" type="checkbox"/> Over/Under Speed <input checked="" type="checkbox"/> Over/Under Voltage <input checked="" type="checkbox"/> Batt Charge Fail	
Submit detail drawings, brochures and catalogues		



### 5-Enclosure

Description	UNDP specifications	Offered specification
Make:		
Sound Proof	Yes	
Weather Proof	Yes	
Noise Level :	Below 95 dB at a distance of 1meter.	

**Note: Submit detail drawings, brochures and catalogues including operation and maintenance manuals.**



**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>6</sup>**  
*(This Form must be submitted only using the Supplier's Official  
 Letterhead/Stationery<sup>7</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. RFQ-194/17

BoQs of Provision & Installation of Diesel Generators for Waste Water Lifting Pump-Station in Baiji (Northern & Southern Al-Haie Al-Asryie)- Salahdien Governorate					
#	Item Description	Unit	Qty	Price \$	Total \$
1	Provision of material and work to supply, install, connect and operate brand new generator, with sound proof cabinet, of prime rate power (100) kVA with ATS. The work includes transportation, loading, unloading to site, dismantle and reinstall the existing sunshade, all required electrical cabling connections, operational materials e.g. batteries, oil, filters, etc., with testing and operating, according to the technical specification attached. Supply, install and connect earthing system for the generator. Work includes provision & connect the new generator with electrical board of station by cable (4x120mm <sup>2</sup> ) length 15m & circuit breaker 250 Amp.	Ea	2		
2	Supply and install fuel tank of (5000 liters). Of galvanized steel 2mm. The tank must be mounted on 2.5" steel angle support of 0.5m height above ground level and connected to the generator by 1/2" galvanized steel pipe. Work includes oil painting for the steel support.	Ea	2		
3	Provision of materials and work to manufacture and erect new protection sunshade with external dimensions of (5m X 4m, 3m height), to protect the generator & station space, using galvanized steel columns of 4" dia. Roofing by plastic panles poly carbonet 6mm thick to be fixed by means of hooks with the steel structure of angle section beam of (2.5" X 2.5" X 3/8") and hollow pipe of (2" X 4"). Work includes painting the steel structure with one layer of anticorrosion paint then three layers of oil paint of good quality.	EA	2		
4	Provision of material and work to cast reinforced concrete base for generator (4 X 3 X 0.2 m). The reinforcement is two layers of BRC (D6, WWM 15 X 15cm). Work includes spread layer of broken brick with good compaction, (All work has to be done as per the technical specifications),	EA	2		



5	Provision of materials and work to supply and install weatherproof outdoor type (250 W) Sodium bulb light projector complete with frame to be installed on existing poles, the work includes necessary wiring (2 X 2.5 mm2), CB of 20 A for each 2 projectors, photo cell and switches	EA	12		
	<b>Total Cost in US Dollars</b>				

Delivery schedule: 30 days from the date of receipt of signed Purchase Order

Warranty: 1 year warranty from the date of delivery

Note: In case of discrepancy between unit price and total price the unit price shall prevail.

<sup>8</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ





**TABLE 1 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :			Your Responses (Offer)*:		
			Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
1	Delivery Lead Time	30 days after receipt of PO			
2	Delivery Location	DAP Baiji ( Northern & Southern Al-Haie Al-Asryie)- Salahdien Governorate			
3	Printed brochures	Printed brochures and product catalogues and specifications relevant to the goods required			
4	Total cost	Offered quotation should include freight, local transportation and installation and fixations			
5	Warranty:	1 Year warranty.			
6	Validity of Quotation	90 days from the quotation Submission			
7	Country of origin of the Items.				
8	Acceptance of all Provisions of the UNDP General Terms and Conditions ( <a href="http://undp.by/en/undp/tenders/conditions/">http://undp.by/en/undp/tenders/conditions/</a> )				

We confirm that our company is not included in the UN 1267/1989 List or the UN Ineligibility List, or in any and all of UNDP's list of suspended and removed vendors

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

Name of Bidder: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name of authorized signatory: \_\_\_\_\_

Functional Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>9</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.



**Annex 3****Reference:** RFQ-194/17**COMPANY BACKGROUND INFORMATION**

Each legal entity submitting quotation shall complete the Form:

1	Name of Legal Entity (Offeror):	
2	Nature of Business:	
3	Legal Address:	
4	Telephone Number:	
5	E-mail Address:	
6	Country of Registration:	Year of Registration:
7	Registration Certificate issued by (name of institution):	
8	Name and Position of the Head of Company/Organization:	
9	Company's Contact Details (name, title, email and telephone number):	

.....  
Signature.....  
[in the capacity of]

Duly authorized to sign the Company Background Information for and on behalf of \_\_\_\_\_



## **Annex 4**

### **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. 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.

