

## REQUEST FOR QUOTATION (RFQ) Awareness/Promotional Items

REFERENCE: **RFQ/KRT/17/015**

DATE: June 4, 2017

Dear Sir / Madam;

We kindly request you to submit your quotation for **“Supply of Promotional Materials”** as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2 (including tables 1 & 2).

Quotations may be submitted on or before **June 17, 2017 no later than 02: 00 PM (Sudan local time)** and via *e-mail or courier* to the address below:

**United Nations Development Programme (UNDP)**  
**UNDP Compound, House 7, Block5, Gama’a Avenue**  
**Khartoum Sudan**  
**Attention to: -UNDP – Procurement Unit**  
**Reference: RFQ/KRT /17/015**  
**Email: [procurement.bids@undp.org](mailto:procurement.bids@undp.org)**

Quotations submitted by e-mail must be limited to a maximum of 10 MB, 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.

UNDP highly encourages the bidders to submit their quotation by e-mail in order to reduce the paper consumption and save the environment.

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]	<b>DDP</b> <b>UNDP Sudan- Khartoum</b>
Customs clearance, if needed, shall be done by:	Will be the responsibility of the supplier (if need be)
Exact Address/es of Delivery Location/s (identify all, if multiple)	United Nations Development Programme (UNDP) UNDP Compound, House 7, Block5, Gama’a Avenue Khartoum Sudan Attention to: -UNDP – Procurement Unit

Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	All items shall be delivered to the location <b><u>within 21 calendar days from PO acknowledgement of receipt.</u></b>
Delivery Schedule	<b>Not Required</b>
Packing Requirements	<input checked="" type="checkbox"/> As per standard: up to the Contractor to ensure items supplied are intact/not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.
Mode of Transport	<input checked="" type="checkbox"/> Any mode: up to the contractor to decide so long as the items timeline is met
Preferred Currency of Quotation <sup>1</sup>	<input checked="" type="checkbox"/> Local Currency (SDG); <input checked="" type="checkbox"/> USD; or any convertible currency <ul style="list-style-type: none"> <li>✓ Bank account in US\$ is to be provided, if quoted in US\$</li> <li>✓ Option of currency selection is left at the discretion of bidder</li> <li>✓ Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract. It is up to the bidders to manage the cash withdrawal from their own bank.</li> </ul> <p><u>Currency Conversion:</u> The UN Rate of exchange applicable on the last day of bid closure shall apply.</p>
Pre-Bid Meeting	<input checked="" type="checkbox"/> N/A
Value Added Tax on Price Quotation	Must be inclusive of VAT and other applicable indirect taxes.
After-sales services required	1. All items shall include 12 months' warranty on defect liability 2. The defective items shall be repaired or replaced at supplier's cost.
Deadline for the Submission of Quotation	<b>Saturday 17 June 2017, no later than 02: 00 PM Sudan local time</b>
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"/> Confirmation of Offer Compliance with Other Conditions related to this RFQ, as provided in Annex 2, table 3 <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Company Profile; <input checked="" type="checkbox"/> Clients List: Top 5 clients, UN or bilateral for the last 24 months. <input checked="" type="checkbox"/> Delivery Schedule
Period of Validity of Quotes starting the Submission Date	<b>30 days</b> 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	<b>Not Permitted</b>
Payment Terms	100% upon completion of the delivery of items and certification by the UNDP that the supplied items meet the PO specifications.
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.7% Max. no. of days of delay: 14 days  Next course of action: May lead to contract termination at the discretion of UNDP when liquidated damage amount reaches 10% of contract value for 14 days of delay whichever comes first
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price; <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions for Goods.
UNDP will award to:	One Supplier

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 of items is delayed beyond 10 days from the 21days of delivery time indicated in the RFQ totaling delay beyond 31 days after availing the approved PO to the selected vendor; <input checked="" type="checkbox"/> If Joint Venture (JV) of companies is the entity submitting the Quotation, it must produce the legally registered JV before the signature of the Contract/approval of PO, failing which UNDP may decline to award the Contract at its own discretion.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods/ services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions for Goods (Annex 3)  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Disclaimer Clause	UNDP is not responsible for accepting any bid from any supplier at any time, full bid or part of it without assigning reason whatsoever.
Quantity Variation	UNDP reserves the right to request the selected contractor to deliver additional equipment or accessories up to 25% of contract /PO value with the same unit rate as that of the original Quotation (Offer) in case where additional equipment may be necessary to successfully complete the project
Contact Person for Inquiries (Written inquiries only)	Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at <a href="mailto:inquiry.procurement.sd@undp.orgg">inquiry.procurement.sd@undp.orgg</a> . 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 all potential Proposers.
Post qualification Actions	At the discretion of UNDP, it may conduct the post qualification actions using one or more; or all of the actions indicated below: if necessary:  <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with previous entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Visits to the previously supplied projects for other clients; <input checked="" type="checkbox"/> Ocular Inspection of current Office, equipment possessed and on-going construction sites handled by the company
Other Information Related to the ITB	<input checked="" type="checkbox"/> Bidders willing to apply as the Joint Venture (JV) must indicate in the bid that it is a JV undertaking; and provide the legally registered JV certificate in case of selection but before contract signing in accordance with section 5 of this ITB. One of the partners MUST be Local representative to cater for the services that may be necessary during the defect liability period. <input checked="" type="checkbox"/> Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract. It is up to the bidders to manage the cash withdrawal from their bank.

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 priced 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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours

***Hari Kafle***

***Head of Procurement***

**June 4, 2017**

## Technical Specifications

### RFQ/KRT/17/015

### Supply of Promotional Items

Line	Description	Qty
1	<b><u>Polo Shirts; (Sample to be provided)</u></b> Couler, high quality 180 gsm 100% cotton, 500 white, Printed full color on the front and back UNDP logo on front pocket area/SDG. Full color transfer printing.	1000
2	<b><u>USB flash drive (Sample to be provided)</u></b> Credit card style, 8GB, printed full color front and back, including pouch or box.	300
3	<b><u>USB flash drive (Sample to be provided)</u></b> Silicon wrist band style, 4GB, printed one color silk screen.	300
4	<b><u>Notebook: (Sample to be provided)</u></b> Size: 100 page (4 laminated pages with logos and grants information + 94 While ruled)- B5 Ruled, Paper Weight: 70g/m Binding Mechanism: Wire bound Side bound Color: Blue and White With UNDP logo Cover: 250g with UNDP logo. Cover Material: Card full color. Paper from environmentally controlled source.	500
5	<b><u>Bamboo Eco-friendly pens: (Sample to be provided)</u></b> With metal tip and clip, engraved one metal part, or printed one color silk screen on body.	500
6	<b><u>Jute bags</u></b> Eco-friendly Jute bags with non-woven colored sides, and handles. Printed one color both sides 7designs X100	700
7	<b><u>Mousepads; (Sample to be provided)</u></b> Full color printing, with non-skid base, rectangular shape	500
8	<b><u>SDG's printing: (Sample to be provided)</u></b> Size A3, art paper 350 gsm, with lamination, Full color printing on both sides Paper from environmentally controlled source	1000
9	<b><u>SDG's printing (Sample to be provided)</u></b> Size A4, art paper 350 gsm, with lamination, Full color printing on both sides Paper from environmentally controlled source	1000
10	<b><u>Desk Calendar: (Sample to be provided)</u></b> Number of pages: 30 (15 sheets), printed front and back, Size: 21cmX15-17 cm, Paper: 200 gsm art paper, full color print With cardboard triangular easel, Binding: metal wire binding.	600
11	<b><u>Water Bottle (Sample to be provided)</u></b> Promotional water bottle with fruit infuser, Size: 700 ML, Printing: silk screen, one color only Available colors: blue, black, red	500
12	<b><u>Water Bottle (Sample to be provided)</u></b> Transparent, size 25X7 cm, with aluminium cap and base, printed silk screen one color only. Available colors: transparent black/blue/clear	500

13	<b><u>Multipocket Vest (Sample to be provided)</u></b> Shell: 65%Polyester, 35% Cotton, Twill or Plain Branding: 1. FRONT: UNDP Logo and Tagline at the top left side 2. BACK: UNDP Logo and Tagline covering at least 60% of back. Colour: UNDP Blue. Lining: Half mesh at back Zippers: Aluminum zippers on front and pockets. Pockets: One on upper right chest, One at middle of right chest, One at middle of left chest, Two down zipper pockets with smaller ones on surfaces and also with side opening.	500
14	<b><u>Adhesive Stickers (Sample to be provided)</u></b> A5 size stickers of UNDP Logo and tagline for Laptop covers	1000
15	<b><u>Desk flags (Sample to be provided)</u></b> Flag size: 24x15cm, 100D Polyester or 300D Polyester, UNDP Logo and Tagline on both sides, Stainless Steel Base and Pole.	20
16	<b><u>Lapel Pins (Sample to be provided)</u></b> UNDP Logo and tagline metal lapel pins	1000
17	<b><u>Lapel Pins (Sample to be provided)</u></b> SDGs wheel	1000
18	<b><u>Baseball caps (Sample to be provided)</u></b> UNDP Logo embroidered on front Material: 100% cotton Size: 51-55cm Color: UNDP Blue Back closure: hook-and-loop	1000
19	<b><u>ID Lanyards (Sample to be provided)</u></b> Metal Hook, elastic stretching string, Colour: UNDP Blue with UNDP Logo and Tagline printed	500
20	<b><u>Backdrop (Sample to be provided)</u></b> 2x3m steel frame with stands, matte banner with UNDP Logo and tagline as photo backdrop	1
21	<b><u>Rollup stands (Sample to be provided)</u></b> UNDP logo and tagline	4

## Annex 2

### FORM FOR SUBMITTING SUPPLIERS QUOTAION<sup>4</sup>

[This form must be submitted only using the supplier official letter head /stationary<sup>5</sup>](#)

We the under signed here accept in full the UNDP General terms and condition, and here offer to supply the items blow inconformity with the specification and requirement of UNDP as per RFQ referred No: [RFQ/KRT/17/015](#)

**Table1: Offer to supply Promotional Materials**

Item No	Description /Specification of the Goods	Quantity	Unit of Measure	Unit Price	Total Price
1	<u>Polo Shirts</u> Couler, high quality 180 gsm 100% cotton, 500 white, Printed full color on the front and back UNDP logo on front pocket area/SDG. Full color transfer printing.	1000	Each		
2	<u>USB flash drive</u> Credit card style, 8GB, printed full color front and back, including pouch or box.	300	Each		
3	<u>USB flash drive</u> Silicon wrist band style, 4GB, printed one color silk screen.	300	Each		
4	<u>Notebook</u> Size: 100 page (4 laminated pages with logos and grants information + 94 While ruled)- B5 Ruled, Paper Weight: 70g/m Binding Mechanism: Wire bound Side bound Color: Blue and White With UNDP logo Cover: 250g with UNDP logo. Cover Material: Card full color. Paper from environmentally controlled source.	500	Each		
5	<u>Bamboo Eco-friendly pens</u> With metal tip and clip, engraved one metal part, or printed one color silk screen on body.	500	Each		
6	<u>Jute bags</u> Eco-friendly Jute bags with non-woven colored sides, and handles. Printed one color both sides 7designs X100	700	Each		

7	<u>Mousepads</u> Full color printing, with non-skid base, rectangular shape	200	Each		
8	<u>SDG's printing</u> Size A3, art paper 350 gsm, with lamination,. Full color printing on both sides Paper from environmentally controlled source	1000	Each		
9	<u>SDG's printing</u> Size A4, art paper 350 gsm, with lamination,. Full color printing on both sides Paper from environmentally controlled source	1000	Each		
10	<u>Desk Calendar:</u> Number of pages: 30 (15 sheets), printed front and back, Size: 21cmX15-17 cm, Paper: 200 gsm art paper, full color print With cardboard triangular easel, Binding: metal wire binding.	600	Each		
11	<u>Water Bottle</u> Transparent, size 25X7 cm, with aluminum cap and base, printed silk screen one color only. Available colors: transparent black/blue/clear	500	Each		
12	<u>Water Bottle</u> Transparent, size 25X7 cm, with aluminum cap and base, printed silk screen one color only. <b>Available colors: transparent black/blue/clear</b>	500	Each		
13	<u>Multipocket Vest</u> Shell: 65% Polyester, 35% Cotton, Twill or Plain Branding: 1. FRONT: UNDP Logo and Tagline at the top left side 2. BACK: UNDP Logo and Tagline covering at least 60% of back. Colour: UNDP Blue. Linning: Half mesh at back Zippers: Aluminium zippers on front and pockets. Pockets: One on upper right chest, One at middle of right chest, One at middle of left chest, Two down zipper pockets with smaller ones on surfaces and also with side opening.	500	Each		
14	<u>Adhesive Stickers</u> A5 size stickers of UNDP Logo and tagline for Laptop covers	1000	Each		



15	<u>Desk flags</u> Flag size: 24x15cm, 100D Polyester or 300D Polyester, UNDP Logo and Tagline on both sides, Stainless Steel Base and Pole.	20	Each		
16	<u>Lapel Pins</u> UNDP Logo and tagline metal lapel pins	1000	Each		
17	<u>Lapel Pins</u> SDGs wheel	1000	Each		
18	<u>Baseball caps</u> UNDP Logo embroidered on front Material: 100% cotton Size: 51-55cm Color: UNDP Blue Back closure: hook-and-loop	1000	Each		
19	<u>ID Lanyards</u> Metal Hook, Polyester wide lanyard, Colour: UNDP Blue with UNDP Logo and Tagline printed	500	Each		
20	<u>Backdrop</u> 2x3m steel frame with stands, matte banner with UNDP Logo and tagline as photo backdrop	1	Each		
21	<u>Rollup stands</u> UNDP logo and tagline	4	Each		
Total					
Add: Value Added Tax (VAT) – if any					
Add: Other costs (Specify)					
Grand Total – All Inclusive (Please Indicate currency .....)					

**\*Note to vendors:**

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.

**Table 2: Offer to Comply with Other Conditions and Related Requirements**

<b>Other Information pertaining to our Quotation are as follows:</b>	<b>Your Responses</b>		
	<b><i>Yes, we will comply</i></b>	<b><i>No, we cannot comply</i></b>	<b><i>If you cannot comply, pls. indicate counter proposal</i></b>
Delivery Lead Time ( <b>maximum 21 working days</b> )			
Sample for each item to be provided			
Minimum one (1) year warranty on defect liabilities NA			
Validity of Quotation (30 days)			
All Provisions of the UNDP General Terms and Conditions of goods.			

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 (Company / Firm):

Authorized signature:

Name of Authorized signatory:

Functional Title:

Email Address:

Contact Number:

## **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 affect 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.

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<sup>i</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 RFQ closure date.