



REQUEST FOR QUOTATION (RFQ)

To All Bidders	DATE: August 2, 2017
	REFERENCE: RFQ337/17

Dear Sir / Madam:

We kindly request you to submit your quotation for Supply, Delivery and Installation of Office Furniture, DSRSG Villa, International Zone, Baghdad, Iraq, 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 17:00 hours, August 12, 2017 Baghdad Local Time** and via *e-mail or courier* to the address below:

United Nations Development Programme
RFQ No. 337/17
UNDP Iraq
Not to be opened by Registry
Attention: Ali Salam – Procurement Analyst
Iraq, Baghdad, International Zone, UNAMI Compound

Or

Via email: **bids.iraq@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 - UNDP Iraq – UNDP Office, DSRSG Villa, International Zone, Baghdad, Iraq	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror	
Delivery Address	UNDP Iraq – UNDP Office, DSRSG Villa, International Zone, Baghdad, Iraq	
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"/> 4 weeks from the issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	<input checked="" type="checkbox"/> Not Required	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars	
Value Added Tax on Price Quotation ²	<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.	
Deadline for the Submission of Quotation	Saturday, August 12, 2017, 17:00 hours (+03:00 GMT)	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted ³	<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"/> 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: http://www.un.org/sc/committees/1267/pdf/1267_guidelines.pdf <input checked="" type="checkbox"/> Others: 1 Year Warranty.	
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"/> 100% upon complete delivery of goods	
Liquidated Damages	<input checked="" type="checkbox"/> 0.05 % of contract amount for every 1 day of delay, up to a maximum duration of 30 days. Thereafter, the contract may be terminated.	

¹ 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.

² 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.

³ First 2 items in this list are mandatory for the supply of imported goods

Evaluation/Award Criteria	<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"/> 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"/> Satisfactory performance certification from top three clients for similar services <input checked="" type="checkbox"/> Have the ability to access the UN Compound in the green zone. 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 <input checked="" type="checkbox"/> UNDP has the right to place partial order or modify the quantities of the requested items on a later stage
Samples:	Upon UNDP request, the supplier to provide a sample of the proposed items at no additional cost for technical evaluation.
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 ⁴	<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 (Table 1) <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"/> Drawings: DSRSG Villa/Building Drawings (Annex 5) <input checked="" type="checkbox"/> Technical Specifications: Excel sheet detailing furniture specifications (Annex 6).
Contact Person for Inquiries (Written inquiries only) ⁵	Ali Salam Procurement Analyst ali.salam@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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

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

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

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

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

<http://www.undp.org/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

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Victor Machoka
Head of Procurement unit
August 2, 2017



Annex 1

TECHNICAL SPECIFICATIONS FOR FURNITURE

Introduction:

- This specification is for the design, supply, delivery and installation of office furniture for UNDP Iraq Building offices at the DSRSG Villa in Baghdad.
- The furniture/equipment offered shall be of good quality that meet the below specifications.
- Prior approval from the technical evaluation committee is mandatory at two stages:
 - Technical evaluation stage where proposers should provide samples.
 - Receiving stage/after the award: at the final stage upon completing the installation of the furniture technical evaluation committee acceptance

Note:

- This document, , Specifications (SPECS) and drawings 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 all furniture shall be submitted to UNDP or its authorized representative for approval, including color samples for furniture and upholstery
Upon UNDP request and needs, supplier to provide a sample of the proposed items at no additional cost with his offer for technical evaluation.
- 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.
- Collecting and Transporting Excess Material and removal of debris to approved dumping areas outside the UN Compound shall be the Contractor's Responsibility.
- UNDP has the right the place partial order of the items and quantities of the items listed in the technical specifications and requirements schedule (Annex 2)

Delivery terms:

- **DAP to DSRSG Villa Building Office, International Zone, Baghdad, Iraq.**
- Delivery date: preferably within 4 weeks after issuing a purchase order.
- 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.
- Vendor preferably to have access to the International zone.

1. General Specification for Workstation:

- 1.1 Work surfaces and tables tops shall be made of 30mm thick (Nominal) melamine faced chipboard, edge-banded with impact resistant of 2mm PVC edging.
- 1.2 Vertical posts shall be manufactured in aluminum grade 6063 with a tensile 5 level of hardening.
- 1.3 All structural elements shall have a 2mm uniform thickness, anodized Aluminum or powder coated with a minimum paint thickness of 50 microns throughout all metal components.
- 1.4 Height adjustable die cast clamping brackets made of zinc alloy No. 3 shall be used for attaching all worktop surfaces.
- 1.5 The work surface brackets shall be made of 2.5mm thick cold rolled steel.

Technical Description for Furniture

1.1 DESKS:

1.1.1 Refer to Drawings.

1.1.2 Shall be equivalent to Steeline CDX type free standing desking; In general desks comply to the following:

- a. Table legs and supports arms in cast aluminum
- b. Steel structural columns
- c. Material: SPCC GRADE 1 steel conforming to JIS G3141 standards.
- d. PRETREATMENT: all steel components are thoroughly de-rusted by chemical blasting followed by a surface conditioning process and phosphating procedures.
- e. WORK SURFACES: melamine faced chipboards.

1.2 LOW PARTITIONS:

1.2.1 Refer to Drawings.

1.2.2 Shall be equal or equivalent to Steeline IN8: INFINITI 8. In general partitions shall comply with the following:

- a. Frame and tile system.
- b. All trimmings and corners are in aluminum with anodized or powder coating finish.
- c. Adjustable leveling glides.
- d. Monolithic panel
- e. Tiles: shall be made of 18mm thick (Nominal) European E1 grade particleboard covered with fire resistant fabric
- f. All accessories are to hang off horizontal aluminum rails which are the building blocks of the sys.
- g. Work surface support:
C-leg (sl6000) supports, panel leg (sl7000) supports, tubular legs and cabinet supports.

2. Cabinets:

- a. Shelves: Shall have been laboratory tested and proved to meet the requirements of BS4875: PART 7:1985.
- b. Plastic Laminate Top: Shall be 25 mm thickness with self-edge. Mounting with double sided tape.
- c. Locks: All cabinets shall be supplied with locks in chrome finish with master keys.
- d. Frosted Glass doors with matt aluminum framing and trims recommended.

Note: The dimension may vary ± 5 cm from the value given above. However, the color, height and width should match with that of office desk.

3. CHAIRS:

3.1 General Description:

In general chairs shall comply with the following:

3.2 For workstation chairs:

Desk Chairs

- a. Ergonomically designed Mesh back seating, high or medium backrest, nylon or aluminium spider base, multi-function, height adjustable or fixed armrest. Fabric shall be fabric seat upholstery. Body to be flexible polyurethane foam on wood frame.
- b. Cushioned arms.
- c. Ability to adjust the height based on a hydraulic gas lift, with the ability to move forward and backward.
- d. Seat dimensions as drawings.
- e. Tilt mechanism.
- f. Chrome finished base.

3.3 Meeting/ Conference Chairs:

- a. Body shall be flexible polyurethane foam on wood frame; Stainless Steel base and cushioned arms and surface.






Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁶

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)








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. IRQ10-337/17:

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description	Unit	QTY	Unit Price/ USD	Total cost USD	
1	Chairs: Office chair, swivel, 5 tires, 118 cm height, 75 cm height of the back, as per provided sample	EA	66	0.00	0.00	
2	Chairs: Office chair, swivel, 5 tires, fabric or mesh upholstery, adjustable headrest, lumbar support, adjustable recline tension, aluminum base, 60 mm PU castor, adjustable arm with PU pad, adjustable seat depth, recline back with multi-locks, Back (52 x 84)cm, seat (52 x 50)cm, seat height (46-54) cm, black colour	EA	7	0.00	0.00	
3	Chairs for meeting room: net back, steel frame total height 80 cm, width of the seat is 55 cm and 48 cm height, as per provided sample	EA	28	0.00	0.00	
4	Cubicle workstation (Set of 4 Desks and 4 cabinet drawers and partitions): Wooden Desk L shape type, each 140 cm width x 150 cm width x 75 cm height, (Desk to fit the work station) with a separate cabinet 3 drawers lockable, beige or marbela color), The work includes partitions around the desks with desk's same colour and height of 160 cm and thickness (3- 7 cm) from aluminum, MDF, fabric, and Plexiglas. Sample is indicated in attached drawings	EA	2	0.00	0.00	
5	Cubicle workstation (Set of 2 Desks and 2 cabinet drawers and partitions): Wooden Desk L shape type, each 140 cm width x 150 cm width x 75 cm height, (Desk to fit the work station) with a separate cabinet 3 drawers lockable, beige or marbela color), The work includes partitions around the desks with desk's same colour and height of 160 cm and thickness (3- 7) cm from aluminum, MDF, fabric, and plexiglass. Sample is indicated in the drawings attached.	EA	6	0.00	0.00	

⁶ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax number – for verification purposes

6	Cubicle workstation (Set of 2 Desks and 2 cabinet drawers and partitions) : Wooden Desk L shape type, each 140 cm width x 150 cm width x 75 cm height, (Desk to fit the work station) with a separate cabinet 3 drawers lockable, beige or marbella color),The work includes partitions around the desks with desk's same colour and height of 120 cm and thickness(3- 7) cm from aluminume, MDF, fabric, Plexiglas. Sample is indicated in attached drawings	EA	8	0.00	0.00	
7	Cubicle workstation (Set of 1 Desks and 1 cabinet drawers and partitions) : Wooden Desk L shape type, each 140 cm width x 150 cm width x 75 cm height, (Desk to fit the work station) with a separate cabinet 3 drawers lockable, beige or marbella color),The work includes partitions around the desks with desk's same colour and height of 120 cm and thickness(3- 7) cm from aluminum, MDF, fabric, and Plexiglas. Sample is indicated in attached drawings	EA	5	0.00	0.00	
8	Desk: Wooden Desk L shape type,155 cm width x 155 cm length x 75 cm height, (Desk to fit the work station), with a separate cabinet 3 drawers lockable, beige or marbella color), sample is indicated in the drawings attached.		5	0.00	0.00	
9	Desk: Wooden Desk 70 cm width x 120 cm length x 75 cm height, with a separate cabinet 3 drawers lockable, beige or marbella color), sample is indicated in the drawings attached.		20	0.00	0.00	
10	Partition: Supply and install patitions , 70 cm length x 120 cm height (3-7) cm thickness from MDF and plexiglass Marbella colour). The price includes all the requirement for installation.	EA	23	0.00	0.00	
11	Table: Supply wooden table (14 seats) for conference room, the dimensions: 1.5 x 5 x 0.75 m	EA	1	0.00	0.00	
12	Sofa: Supply sofa 2 seater. The sofa set shall be fully cushioned leathered (best quality foam) with arms and wooden frame. Seat support shall be with good quality webbing and good quality injection molded PU foam, which should be thick, soft and with variable hardness. PU foam finished with fabric as per selected sample. All material should be used of relevant ISI specifications. Size of the sofa set: 2 seater: 200 x 87 x 82 cm.	EA	4	0.00	0.00	
Total Cost of furniture					0.00	
Add: Cost of Transportation, including delivery and installation					0.00	
Add: Cost of Insurance					0.00	
Add: Other Charges (pls. specify)					0.00	

	Total all-inclusive quotation amount (in figures) ⁸ :	0.00	
	Total all-inclusive quotation amount (in words):		
	Delivery schedule: _____ weeks from the date of receipt of signed Purchase Order		
	Warranty: _____ from the date of delivery		

* Unit price shall be on DAP, UNDP Iraq, DSRSG Villa, International Zone, Baghdad, Iraq (Incoterms 2010) terms of delivery.

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

⁸ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 1: Bidder's 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	Within 4 weeks after award of purchase order.			
2	Delivery Location	DAP UNDP Iraq, DSRSG Villa, International Zone, Baghdad, Iraq			
3	Printed brochures	Printed brochures and product catalogues and specification relevant to the goods			
4	Samples	Upon UNDP request, the supplier to provide a sample of the proposed items at no additional cost for technical evaluation.			
5	Total cost	Offered quotation should include installation and required fixations			
6	Accessibly to IZ	Company has access to the green zone			
7	Warranty:	1 Year warranty.			
8	Validity of Quotation	90 days from the quotation submission			
9	Country of origin ⁹ of the Items.				
10	Acceptance of all Provisions of the UNDP General Terms and Conditions (http://undp.by/en/undp/tenders/conditions/)				

We confirm that our company is not included in the UN 1267/1989 List or the UN Ineligibility List, including UNDP's list of suspended and debarred 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: _____

⁹ 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: IRQ10-RFQ 337/17****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.