



**REQUEST FOR QUOTATION (RFQ)
IRQ-RFQ- 352/17**

Supply and installation of furniture and appliances for Four partially Damaged Sub-Stations' (Al Methaq ,Karama, Shuqaq Khadra & Molawatha) in East Mosul in two lots

To all Bidders	August 15, 2017
	REFERENCE: IRQ-RFQ- 352/17

Dear Sir / Madam:

We kindly request you to submit your quotation regarding the following requirements:

1. Supply and installation of furniture for four partially Damaged SS's (Al Methaq ,Karama, Shuqaq Khadra & Molawatha) Lot1
2. Supply and installation of Appliances for four partially Damaged SS's (Al Methaq ,Karama, Shuqaq Khadra & Molawatha) Lot2

as detailed in Annex 1 of this RFQ.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

password: why2change

And follow the registration steps as specified in the system user guide.

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	DAP
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Exact Address/es of Delivery Location/s (identify all, if multiple)	<p>The below four Substations are in East Mosul, Ninewa Governorate, as follows:</p> <ul style="list-style-type: none"> • SS1: Al Karama • SS2: Shuqaq Khadra • SS3: Methaq • SS4: Molawatha Aysar Mobile
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 30 calendar days per lot from the date of signing the Contract
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
After-sales services required	<input checked="" type="checkbox"/> Warranty for minimum period of one year for appliances
Deadline for the Submission of Quotation	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).</p> <p>PLEASE NOTE: -</p> <p>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p> <p>2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<p>All items under this clause are required to be submitted by the bidders including:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Company Profile, Brief description/ background of the company <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation. <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements; <input checked="" type="checkbox"/> List and value of similar contracts executed during the past five years with contact details and amount;(Furniture/Appliances) <input checked="" type="checkbox"/> Printed brochures and product catalogues relevant to the Furniture/appliances being procured; <input checked="" type="checkbox"/> Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council.
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 calendar days</p> <p>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.</p>
Manner of Submitting Bid	<p>Online bidding in E-tendering module: https://etendering.partneragencies.org </p>

Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery and installation of goods
Liquidated Damages	Will be imposed under the following conditions: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.
Evaluation Criteria ¹	Evaluation will be carried out on Lot-wise basis. <input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price comprehensiveness of after-sales services; <input checked="" type="checkbox"/> Compliance with the delivery terms and conditions/completion deadline set by UNDP (30 calendar days). <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions of the contract; <input checked="" type="checkbox"/> Minimum two years of experience in supply of appliances or furniture to national/multi-national companies/organizations; <input checked="" type="checkbox"/> Minimum two similar contract executed for the supply of appliances or furniture to national/multi-national companies/organizations;
UNDP will award to:	<input checked="" type="checkbox"/> One supplier or multiple bidders depending upon their relevant experience and financial capacity;
Samples	Upon UNDP request, the supplier to provide a sample of the proposed items at no additional cost for technical evaluation. OR conduct a site visit to ensure that the offered appliances/furniture is in compliance with the requirement. In case the offered appliances/furniture is not in line with the required specifications, UNDP may consider recommending the award to the 2 nd technically qualified bidder/s;
Type of Contract to be Signed	Purchase Order
Conditions for Release of Payment	Written Acceptance of the goods provided based on full compliance with RFQ and BOQ requirements
Annexes to this RFQ ²	<input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 1) <input checked="" type="checkbox"/> Compliance sheet (Annex2) <input checked="" type="checkbox"/> Technical specifications of the required furniture and detailed BOQ (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. <input checked="" type="checkbox"/> Sample pictures of the required items (Annex5)

¹ 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. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

² Where the information is available in the web, a URL for the information may simply be provided.

³ 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.

Contact Person for Inquiries (Written inquiries only) ³	Abeer Alami Procurement Associate, email: abcer.alami@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.
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Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

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

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

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

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

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

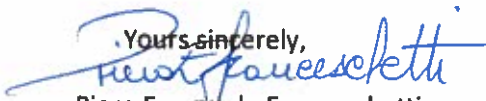

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about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

Yours sincerely,

Piero Emanuele Franceschetti
Operations Manager, Service Center
UNDP, Iraq


FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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-352/17:

General Specification

- 1- All the materials supplied by the contractor must be according to Iraq's standard Specifications
- 2- The contractor must provide samples, catalogues and specification of materials for testing and approval by the UNDP
- 3- Contractor must pay the cost for samples including any laboratory tests, both inside and outside the country as required
- 4- The price of works includes all job requirements as per Iraq's standard specification.

LOT1: Supply and installation of Furniture for Four Partially Damaged SS's (Al Methaq ,Karama, Shuqaq Khadra & Molawatha)						
#	ITEM DESCRIPTION	UNIT	TOTAL QTY FOR 13 SS	Latest delivery date	Unit Price\$ in USD	Total Price per Item in USD
1	Glass cupboard: Supply glass cupboard full height swing door glass cupboard/ 3 adjustable shelves of size w91.4cm *D46.3cm* H183 cm, fitted with lock and 2 keys with good brand and all requirement to complete a good work. Refer Furniture's Annex 1 (003)	NO	4			
2	Office table: Supply materials and manpower to install and fix steel office table 140 cm . Refer Furniture Annex 1 (005)	NO	6			
3	Rolling chair: Supply low back leather office chair swivel chair, padded arms ,adjustable seat height and double wheel castors for easy movement . Furniture Annex1 (006)	NO	6			
4	Fixed office chair: Supply low back leather office chair fixed chair, padded arms and all requirements to complete a good work . Furniture Annex 1(007)	NO	24			
5	Wood bed : Supply materials and manpower to install and fix wood bed good quality with pillows, blanket and mattress , The size of the bed. 99.5 cm width * 203.5 cm length Size 99 cm Width * 203 cm length Standard sheet sizes. 167 cm * 259 cm length Size of the appropriate quilt. 173 cm width * 218 cm length. Furniture Annex1 (015)	NO	11			

¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

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

6	Fixed aluminum stand frame for clothing :	NO	3			
	Supply materials and manpower to install fixed aluminum stand frame for clothing , with good brand and all requirement to complete a good work. Furniture Annex1 (016)					
7	Curtains:	M2	110			
	supply materials and manpower to in install curtains with good quality for the windows.					
8	Steel locker :	NO	3			
	Supplying materials , tools and manpower to steel locker wheel divided into several shelves and cabinet (9-door aluminum cabinet) (h1850*w900*d450mm) Aluminum type, excellent quality . Furniture Annex 1 (017)					
9	Installation aluminum (Kitchen Cabinet):	ML	4			
	Supply materials , tools and manpower to install aluminum (cabinet) for Kitchen width 60 cm , height 90 cm ,with the upper counter(width 50 cm) , complete with shelves & drawers inside counter , with all requirements to complete a good work .					
Total Price						
		Add : Cost of Transportation to DAP Locations				
		Total Final and All-Inclusive Price Quotation with DAP delivery				
TOTAL SUMMARY						

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

[Designation]

[Date]

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)*

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-352/17:

General Specification

- 1- All the materials supplied by the contractor must be according to Iraq's standard Specifications
- 2- The contractor must provide samples, catalogues and specification of materials for testing and approval by UNDP
- 3- Contractor must pay the cost for samples including any laboratory tests, both inside and outside the country required
- 4- The price of works includes all job requirements as per Iraq's standard specification.

LOT2: Supply and installation of appliances for Four Partially Damaged SS's (Al Methaq ,Karama, Shuqaq Khadra & Molawatha)						
#	ITEM DESCRIPTION	UNIT	TOTAL QTY FOR 13 SS	Latest delivery date	Unit Price\$ in USD	Total Price per Item in USD
1	Refrigerator: Supply materials and manpower to install and fix refrigerator(16 feet) with two doors for medicine with LG or Samsung brand with all requirements to complete a good work . Furniture Annex 1 (008)	NO	3			
2	Television: Supply materials and manpower to install and fix TV.(32 Inch) with satellite device (LG or Samsung brand) fixed on the wall with all requirements to complete a good work. Furniture Annex1 (009)	NO	3			
3	Water- cooler: Supplying materials , tools and manpower to install best quality electrical water-cooler with two taps, water connections and all requirements to complete a good work . Furniture Annex1 (010)	NO	3			
4	Gas oven: Supply materials and manpower to install and fix gas oven(60*80)cm five burners gas, with Gas bottle with all requirements to complete a good work. Furniture Annex1 (011)	NO	1			
5	Electric Oven	NO	2			

³ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

	Supply material and manpower to install and fix electrical oven, two burners, power 2500W, voltage 230v, with all requirements to complete the job.					
6	Fire extinguisher trolley 25 kg Co2 gas : Supply powder fire extinguisher 25 kg(good brand) with internal cartridge co2 gas , cylinder shape 210 gr . And temperature range -30 C +60 C with discharge time max. 19 sec ,test pressure ph 250 bar , and its fixation on the steel trolley and requirements to complete a good work. Furniture Annex1 (012)	NO	6			
7	Powder fire extinguisher trolley 12 kg: Supply powder fire extinguisher 12 kg(good brand) with internal cartridge co2 cylinder 210 gr. And temperature range -30 C +60 C with discharge time max. 19 sec , test pressure ph 30 bar , and requirements to complete a good work. Furniture Annex1 (013)	NO	18			
8	Fire extinguisher trolley 6 kg Co2 gas : Supply powder fire extinguisher 6 kg(good brand) with internal cartridge co2 gas cylinder 210 gr. And temperature range -30 C +60 C with discharge time max. 19 sec and requirements to complete a good work. Furniture Annex1 (014)	NO	18			
9	Trash cans: Supplying materials, tools and manpower to install Cylinder trash can , large size , not less than 40 liter capacity (diameter 34 cm, height 92 cm) Aluminum type, excellent quality . Furniture Annex1 (018)	NO	12			
Total Price						
		Add : Cost of Transportation to DAP Locations				
		Total Final and All-Inclusive Price Quotation with DAP delivery				
TOTAL SUMMARY						

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

Offer to Comply with Other Conditions and Related Requirements for both lots

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Delivery Lead Time OF 30 days			
Country/ies Of Origin ⁵ :			
Warranty, Onsite and After-Sales services Requirements			
a) Minimum one (1) year warranty on both parts and labor			
b) Service Unit to be Provided when the Purchased Unit is Under Repair			
c) Brand new replacement if Purchased Unit is beyond repair			
Validity of Quotation 90 days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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

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

[Designation]

[Date]

⁵ 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.

Technical specifications

UNDP Iraq requires the supply, delivery and installation of furniture and appliances to each of the following partially damaged substations in East Mosul in Iraq:

No.	Substation
1	SS1: Al Karama
2	SS2: Shuqaq Khadra
3	SS3: Methaq
4	SS4: Molawatha Aysar Mobile

The furniture offered should be of a good quality that meet the below required specifications

The contractor must provide samples, catalogues and specification of materials for testing and approval by the UNDP

LOT1: Supply and installation of Furniture for four partially Damaged SS's (Al Methaq ,Karama, Shuqaq Khadra & Molawatha)				Distribution List			
#	ITEM DESCRIPTION (Furniture and appliances)	UNI T	TOTAL QTY FOR 4 SS's	Al Methaq Furnitur e BOQ	Shuqaq Khadra Furnitur e BOQ	Al Karama Furniture BOQ	Al Molawatha Furniture BOQ
1	Glass cupboard:	NO	4	1	2	1	0
	Supply glass cupboard full height swing door glass cupboard/ 3 adjustable shelves of size w91.4cm *D46.3cm* H183 cm, fitted with lock and 2 keys with good brand and all requirement to complete a good work. Refer Furniture's Annex 1 (003)						
2	Office table:	NO	6	2	2	2	0
	Supply materials and manpower to install and fix steel office table 140 cm . Refer Furniture Annex 1 (005)						
3	Rolling chair:	NO	6	2	2	2	0
	Supply low back leather office chair swivel chair, padded arms, adjustable seat height and double wheel castors for easy movement . Furniture Annex1 (006)						
4	Fixed office chair:	NO	24	6	10	8	0
	Supply low back leather office chair fixed chair, padded arms and all requirements to complete a good work . Furniture Annex 1(007)						
5	Wood bed :	NO	11	3	5	3	0

	Supply materials and manpower to install and fix wood bed good quality with pillows, blanket and mattress , The size of the bed. 99.5 cm width * 203.5 cm length Size 99 cm Width * 203 cm length Standard sheet sizes. 167 cm * 259 cm length Size of the appropriate quilt. 173 cm width * 218 cm length. Furniture Annex1 (015)						
6	Fixed aluminum stand frame for clothing : Supply materials and manpower to install fixed aluminum stand frame for clothing , with good brand and all requirement to complete a good work. Furniture Annex1 (016)	NO	3	1	1	1	0
7	Curtains: supply materials and manpower to in install curtains with good quality for the windows.	M2	110	40	30	40	0
8	Steel locker : Supplying materials , tools and manpower to steel locker wheel divided into several shelves and cabinet (9-door aluminum cabinet) (h1850*w900*d450mm) Aluminum type, excellent quality . Furniture Annex 1 (017)	NO	3	1	1	1	0
9	Installation aluminum (Kitchen Cabinet): Supply materials , tools and manpower to install aluminum (cabinet) for Kitchen width 60 cm , height 90 cm ,with the upper counter(width 50 cm) , complete with shelves & drawers inside counter , with all requirements to complete a good work .	ML	4	0	4	0	0

LOT2: Supply and installation of appliances for four partially Damaged SS's (Al Methaq ,Karama, Shuqaq Khadra & Molawatha)				Distribution List			
#	ITEM DESCRIPTION (Furniture and appliances)	UNIT	TOTAL QTY FOR 4 SS's	Al Methaq Furniture BOQ	Shuqaq Khadra Furniture BOQ	Al Karama Furniture BOQ	Al Molawatha Furniture BOQ
1	Refrigerator:	NO	3	1	1	1	0
	Supply materials and manpower to install and fix refrigerator(16 feet) with two doors for medicine with LG or Samsung brand with all requirements to complete a good work . Furniture Annex 1 (008)						
2	Television:	NO	3	1	1	1	0
	Supply materials and manpower to install and fix TV.(32 Inch) with satellite device (LG or Samsung brand) fixed on the wall with all requirements to complete a good work. Furniture Annex1 (009)						
3	Water- cooler:	NO	3	1	1	1	0
	Supplying materials , tools and manpower to install best quality electrical water-cooler with two taps, water connections and all requirements to complete a good work . Furniture Annex1 (010)						
4	Gas oven:	NO	1	0	1	0	0
	Supply materials and manpower to install and fix gas oven(60*80)cm five burners gas, with Gas bottle with all requirements to complete a good work. Furniture Annex1 (011)						
5	:Electric Oven	NO	2	1	0	1	0
	Supply material and manpower to install and fix electrical oven, two burners, power 2500W, voltage 230v, with all requirements to complete the job. Furniture Annex1 (019)						
6	Fire extinguisher trolley 25 kg Co2 gas :	NO	6	2	2	2	0
	Supply powder fire extinguisher 25 kg(good brand) with internal cartridge co2 gas , cylinder shape 210 gr . And temperature range -30 C +60 C with discharge time max. 19 sec ,test pressure ph 250 bar , and its fixation on the steel trolley and requirements to complete a good work. Furniture Annex1 (012)						
7	Powder fire extinguisher trolley 12 kg:	NO	18	6	6	6	0
	Supply powder fire extinguisher 12 kg(good brand) with internal cartridge co2 cylinder 210 gr. And temperature range -30 C +60 C with discharge time max. 19 sec , test pressure ph 30 bar , and requirements to complete a good work. Furniture Annex1 (013)						

8	Fire extinguisher trolley 6 kg Co2 gas :	NO	18	6	6	6	0
	Supply powder fire extinguisher 6 kg(good brand) with internal cartridge co2 gas cylinder 210 gr. And temperature range -30 C +60 C with discharge time max. 19 sec and requirements to complete a good work. Furniture Annex1 (014)						
9	Trash cans:	NO	12	3	6	3	0
	Supplying materials, tools and manpower to install Cylinder trash can , large size , not less than 40 liter capacity (diameter 34 cm, height 92 cm) Aluminum type, excellent quality . Furniture Annex1 (018)						

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.