

REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE:October 5, 2017
	REFERENCE: UNDP-SYR-RFQ-134-17

Dear Sir / Madam:

We kindly request you to submit your quotation for The purchasing of Dairy Production equipment's in Lot 1 And Raw Materials in Lot 2, 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 October 22, 2017 at 14.00 and via e-mail, and courier mail to the address below:

United Nations Development Programme

Mezzeh West Villas- Damascus -Syria Attn: :Shouaib Al Khuder, Procurement Assistant Syria.bids@undp.org

Quotations submitted by email must be limited to a maximum of 5 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.

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]	☑DAP
Customs clearance, if needed, shall be done by:	☑Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	Rural Damascus / Qara
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	
Latest Expected Delivery Date and Time(if delivery time exceeds this, quote may be rejected by UNDP)	☑15 days for lot 1 from the issuance of the Purchase Order (PO) ☑10 days for lot 2 from the issuance of the Purchase Order (PO)
Delivery Schedule	☑Not Required
Packing Requirements	
Mode of Transport	☑LAND
Preferred Currency of Quotation	☑United States Dollars However, for local suppliers payments will be in Syrian Pounds at the prevailing UN exchange rate on the date of invoice.
Value Added Tax on Price Quotation	☑Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	☑Technical Support
	☑installation and trial of submitted equipment
Deadline for the Submission of Quotation	,Sunday, October 22, 2017 at 2.00 pm , Damascus time zone
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☑English ☑Arabic
Documents to be submitted ¹	☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Latest Business Registration Certificate; ☑ Vendor Form Annex 4

¹First 2 items in this list are mandatory for the supply of imported goods

	✓ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ✓ Vendor Form Annex 4
	The state of the s
Period of Validity of Quotes starting the Submission Date	☑ 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	☑Permitted [per lots]
Payment Terms	☑100% upon complete delivery of goods for each lot
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay:0.1 % Max. no. of days of delay:15 days Next course of action: UNDP may terminate the contract.
Evaluation Criteria	☑ Technical responsiveness/Full compliance to requirements and lowest price Comprehensiveness of after-sales services ☑ Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required].
UNDP will award to:	☑One or more Supplier, depending on the following factors one supplier for each lot or one supplier for both lots
Type of Contract to be Signed	☑Purchase Order.
Special conditions of Contract	☑Cancellation of PO/Contract if the delivery/completion is delayed by 15 days.
Conditions for Release of Payment	☑Passing Inspection and Complete Installation. ☑Passing all Testing.
	☑Written Acceptance of Goods based on full compliance with RFQ requirements

Annexes to this RFQ ²	☑Specifications of the Goods Required (Annex 1) ☑Form for Submission of Quotation (Annex 2) ☑General Terms and Conditions / Special Conditions (Annex 3). ☑Others vendor form (Annex 4) Non-acceptance of the terms of the General Terms and Conditions(GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ³	Shouaib Al Khuder Procurement Assistant Shouaib.alkhuder@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.

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.

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

³This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Mirvat Hammoud Head of Procurement Unit 5, October,2017

Technical Specifications المواصفات للمعدات والأدوات المطلوبة لمشروع خيرات قارة المجموعة الأولى LOT 1

NO.	Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
1	جهاز تحليل الحليب	1		- يفحص الجهاز المكونات الاتية: نسبة الدسم - حموضة الحليب - نسبة البروتين - نسبة الماء المضاف يقوم بفحص الحليب بمعدل (60) عينة بالساعة يقوم الجهاز بفحص ثلاثة انواع من الحليب: حليب البقر - حليب الماعز/ الغنم - حليب الجاموس	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض
2	جهاز تنقية الحليب	1		- جهاز يتألف من قاعدة فونت مع محرك 1 / 4 حصان عدد الدورات 6500 بالدقيقة مزود بحوض سعة 14 كغ الحوض و جميع الادوات المتعلقة فيه مصنعة من مادة الكروم المقاومة للصدأ يقوم بتنقية 225 كغ حليب / ساعة .	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض
3	جهاز صناعة الجبنة الطرية	1		الجهاز مكون من حوض مصنع من معدن الكروم الغذائي 304 (عيار الكروم الغذائي غير قابل للصدا و لا يتفاعل مع الأحماض) -طول 57 سم و ارتفاع 45 سم - سعة 90 ليتر دبل جاكيت. الجهاز مزود بمحركين ميني فاز (الاول سرعته 1400 / 2800 (دورة بالدقية الواحدة) و محرك سفلي استطاعته / 15 / حصان لتحريك الشفرات مزود بغطاء يدوي متحرك له اقفال و جوان ضغط و على الغطاء محرك (1) حصان مع مبطئ الغطاء قشاط كروم لقشط الجبن من جدار الجهاز الغطاء قشاط كروم لقشط الجبن من جدار الجهاز الفشاط يتألف من جوان من مادة مخصصة للأغذية النكهات و مركب عليه سكر قياس 1 انش كروم من الهم المكنة تعبئة يدوية تعمل على الهواء مزود بقمع من 100 - 500 غ لها دعسة لتفريغ الجبن و لها القصدير على سطح العلبة المعباة .	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض

4	حلة حليب	1	تتالف من خزان يتسع / 600 / لتر حليب مؤلف من ثلاث طبقات و سماكة لا تقل عن 3 مم و السفل طبقتين كل طبقة 3مم. (محيط الحلة المصنوع من مادة الكروم الغذائي على شكل ثلاث طبقات: الطبقة الاولى و الثانية ضمنها ماء حتى لا يلتصق الحليب و الطبقة الثالثة عازلة للحرارة لضمان سلامة العاملين) حكامل الطبقات مصنعة من الكروم المقاوم للصدأ و الحموضة. يوجد غطاء للحلة مركب عليه محرك مع ساعد لتحريك يوجد غطاء للحرارة في الحليب و يدور بمعدل / 75 / لحورة بالدقيقة. ويوجد بأسفل الخزان سكر كروم لتفريغ الحليب من الخزان الى المضخة قياس / 2 / انش.	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض
5	مضخة ستالس ستيل مع توصيلاتها	1	-مضخة ستانلس ستيل قوة 3/4 حصان، رفع 30 متر، تصريف 5000 ليتر مع التوصيلات اللازمة مع الحلة و الشودير	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض
6	شودير لغلي الحليب	1	-شودير بخار طاقة 400 كيلو كالوري عبارة عن اسطوانة لتجميع البخار مثبت عليها صمامات امان + ساعات حرارة و صاغط مزود بمضخة ماء للتعويض عليه حراق يعمل على المازوت و الكهرباء. واطع الضغط عدد / 2 /صمام امان برونز قطع واحد انش. مضخة 1 حصان رفع 8 بار و ساعة الضغط 10 بار. حمير اسور الهواء سعة 300 ليتر. الصمامات (عدد 2) و ساعات (عدد 1) الضغط تتناسب مع حجم الضغط. الساعات فاكيوم فرد تعبئة يعمل على الهواء يتصل بالمضخة عليه الية لضبط الوزن.	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض
7	حلة مع محرك (لصناعة المربيات)	1	-تتسع ل/ 900 / كغ من المربى مؤلف من طبقتين دبل جاكيت هو عبارة عن طبقتين من المعدن الغذائي الغير قابل للصدأ 304 (عيار المعدن الغذائي غير قابل للصدأ و لا يتفاعل مع الأحماض) ولا يتفاعل مع الحموضة و بين الطبقتين يوجد ماء حتى لا تلصق الحلة (قطر 150 سم - ارتفاع الحلة (52.6 سم - السماكة 2 ملم - سماكة القاعدة 6 ملم) القاعدة مصنعة بشكل دائري مائل لللاسفل (مقعر) و ليس زوايا . حامل الطبقات مصنعة من الكروم الغذائي304 (عيارالكروم الغذائي مقاوم للصدأ و لا يتفاعل مع الاحماض)لمقاوم الصدأ و الحموضة . حركب عليه محرك / 2 / حصان و يدور بمعدل 15 - 20 دورة بالدقيقة . (المحرك مركب عليه اكس بطول 40 ملم) دورة بالدقيقة . (المحرك مركب عليه اكس بطول 40 ملم)	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض

			-موقد لهب حدید قطر 152 سم , ارتفاع 62.5 سم ، (هو عبارة عن حامل الحلة)	
8	حلابة ستانلس 1 حصان متحركة مع عربة عليها سطل ستانلس	1	مصنعة من مادة الستانلس ستيل المقاوم للصدأ - الخرطوم مصنع من مادة السيلكون الغذائي - الكؤوس مصنعة من مادة الكروم الغذائي - المحرك استطاعة واحد حصان مزود بعجلات عدد 2 مصنعة من البلاستيك المقسى - لها قاعدة المامية و ساعة ضغط و مؤقت اتوماتيكي لمعايرة الحليب - خزان حليب مصنع من الستانلس ستيل أو بلاستيك شفاف سعة 40 - 60 ليتر	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض
9	مولدة كهرباء 220 واط 5000 شمعة للحلابة	1	تعمل على المازوت - تنتج تيار احادي v220 - سهلة النقل و التركيب - توفر قطع التبديل - جديدة غير مجددة - سرعة الدوران لا تقل عن 1500 دورة بالدقيقة - مزود بمنظم الي ميكانيكي لتنظيم سرعة الدوران - مزود بمنظم اقلاع ذاتي / مرش / - كفالة فنية لمدة عام	خلال 15 ايام اعتبارا من تاريخ رسو العرض على العارض

الشروط المطلوبة:

- أنّ يمتك العارض سجل تجاري يجيز له مزاولة المهنة موضوع العرض غير منتهي الصلاحية .
 - التزام العارض بعرضه يجب ان لايقل عن 60 يوم اعتبارا من تاريخ تقديمه.
 - 3- مدة التنفيذ 15 يوم تبدأ من تاريخ توقيع العقد مع برنامج الأمم المتحدة الإنمائي في سورية.
 - التزام العارض بتقديم فاتورة عند تسليم المواد وقبولها وفق المواصفات المطلوبة.
 - التزام العارض بايصال و تركيب مع تجريب المواد موضوع العرض الى مكان العمل المعتمد في مدينة قارة.
 - 6- جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنماني في سورية.
 - 7- اللجنة الفنية " لجنة محلية " تعد مشرفة على عمليات الاستلام والتوزيع.
 - 8- يتم الصرف على دفعة واحدة بنهاية مدة العقد.
 - 9- لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه.
 - 10- يتحمل العارض المسؤولة الكاملة على كل ضرر يقع على المواد قبل التسليم. 11- يتم خصم واحد بالألف عن كل يوم تأخير من قيمة العقد على ألا تتجاوز مدة التأخير أكثر من 15 يوم.
- 12- على العارض الالتزام بالشروط المتعلقة بتنفيذ الأعمال المذكورة أعلاه وفق معايير ومواصفات الجهات المعتمدة بهذا المجال.

Technical Specifications

المواصفات المواد الأولبة المطلوبة المشروع خيرات قارة المجموعة الثانية LOT2

NO	Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
1	المشمش	5	طن	 مشمش ناضج و معالج (نصف غلي بروش) خالي من البزر حبة وسط بحجم جيد غير محلى خالي من الجراثيم والأمراض 	خلال 10 ايام اعتبارا من تاريخ رسو العرض على العارض
2	سكر ابيض	3	طن	- سكر ابيض خالي من الشوائب . - متوسط النعومة . - معباً ضمن أكياس سعة 50 كغ	خلال 10 ایام اعتبارا من تاریخ رسو العرض علی العارض
3	عبوات تعبئة مربيات سعة / 1/ كغ	3000	عبوة	- مصنعة من البلاستيك الصحي الصالح لحفظ المواد الغذائية صالحة لتعبئة المربيات اسطوانية او مضلعة الشكل مع غطاء علبة محكم الاغلاق	خلال 10 ايام اعتبارا من تاريخ رسو العرض على العارض
4	عبوات تعبئة مربيات سعة 2كغ	1250	عبوة	-عبوات تعبئة مربيات سعة / 2 / كغ مزودة بغطاء محكم الاغلاق مصنوعة من البلاستيك الصحي لحفظ المواد الغذائية ـ لون شفاف.	خلال 10 ايام اعتبارا من تاريخ رسو العرض على العارض
5	عبوات تعبئة مربيات سعة كغ .	1000	عبوة	-عبوات تعبئة مربيات سعة / 5 / كغ مزودة بغطاء محكم الاغلاق مصنوعة من البلاستيك الصحي لحفظ المواد الغذائية - لون شفاف.	خلال 10 ايام اعتبارا من تاريخ رسو العرض على العارض
6	عبوات تعبئة البان سعة / 2 / كغ	5000	عبوة	عبوات تعبئة البان سعة / 2 / كغ مصنعة من البلاستيك الصحي لحفظ المواد الغذائية - لون حليبي.	خلال 10 ايام اعتبارا من تاريخ رسو العرض على العارض

الشروط المطلوبة: 13-

- 13- ان يمتلك المعارض سجل تجاري يجيز له مزاولة المهنة موضوع العرض غير منتهي الصلاحية .
 - 14- التزام العارض بعرضه يجب ان لايقل عن 60 يوم اعتبارا من تاريخ تقديمه .
 - 15- مدة التنفيذ 10 يوم تبدأ من تاريخ توقيع العقد مع برنامج الأمم المتحدة الإنمائي في سورية.
 - 16- التزام العارض بتقديم فاتورة عند تسليم المواد وقبولها وفق المواصفات المطلوبة.
 - 17- التزام العارض بايصال المواد موضوع العرض الي مكان العمل المعتمد في مدينة قارة .
 - 18- جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنماني في سورية. 19- اللجنة الفنية " لجنة محلية " تعد مشرفة على عمليات الاستلام والتوزيع.
 - 20- يتم الصرف على دفعة واحدة بنهاية مدة العقد.

- 21- لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه.
- 12- يتم سرك بيا المسؤولة الكاملة على كل ضرر يقع على المواد قبل التسليم. 22- يتم خصم واحد بالألف عن كل يوم تأخير من قيمة العقد على ألا تتجاوز مدة التأخير أكثر من 10 يوم.
- 24- على العارض الالتزام بالشروط المتعلقة بتنفيذ الأعمال المذكورة أعلاه وفق معايير ومواصفات الجهات المعتمدة بهذا المجال.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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. _____:

TABLE 1: LOT 1- Offer to Supply (Dairy Production equipment's)Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	جهاز تحليل الحليب	1	15 DAYS		
2	جهاز تنقية الحليب	1	15 DAYS		
3	جهاز صناعة الجبنة الطرية	1	15 DAYS		
4	حلة حايب	1	15 DAYS		
5	مضخة ستالس ستيل مع توصيلاتها	1	15 DAYS		
6	شودير لغلى الحليب	1	15 DAYS		
7	حلة مع محرك (لصناعة المربيات)	1	15 DAYS		
8	حلابة ستانلس أحصان متحركة مع عربة عليها سطل ستانلس	1	15 DAYS		
9	مولدة كهرباء 220 واط 5000 شمعة للحلابة	1	15 DAYS		
	Total Prices of Goods ⁴				
	Add: Cost of Transportation				
	Add : Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quota	ntion			

⁴Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Your Responses				
Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal		
Delivery Lead Time					
Estimated weight/volume/dimension of the Consignment:					
Warranty and After-Sales Requirements	- WARE				
a) Installation and trial of equipments					
Validity of Quotation					
All Provisions of the UNDP General Terms and Conditions					
Other requirements [pls. specify]					

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

TABLE 1: LOT 2- Offer to Supply (Raw Materials) Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	المشمش	5 ton	10 days		
2	سكر ابيض	3 ton	10 days		
3		3000	10 days		
	عبوات تعبئة مربيات سعة / 1/كغ	عبوة			
4	عبوات تعبئة مربيات سعة 2 كغ	1250	10 days		
		عبوة			
5		1000	10 days		
	عبوات تعبئة مربيات سعة 5كغ .	عبوة			
6	13174	5000	10 days		
	عبوات تعبئة البان سعة / 2 / كغ	عبوة			
	Total Prices of Goods ⁵				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quota	ation			

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our	Your Responses				
Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal		
Delivery Lead Time					
Estimated weight/volume/dimension of the Consignment:					
Warranty and After-Sales Requirements					
a) Installation and trial of equipments					
Validity of Quotation					
All Provisions of the UNDP General Terms and Conditions					
Other requirements [pls. specify]					

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the ${\sf R}$

⁵Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

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 <u>Force Majeure</u>), 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

- 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.

Vendor Form

SECTION 1 (For Internal Use of	nly) UN	INFORMATION	10 000	A HEAVY			
Requesting Person: Date:			43411	Atlas Vendor No:			
First Name / Last Name/Extension					UN Index No:		
VENDOR TYPE:□ Staff□SSA	Sarules Contract D	leeting Participant Mar	GO □ Sumilio	r □ Other			
VENDOR APPROVER SIGNAT			ATE:				
Complete either Section 2 or Section	3 (not both)						
SECTION 2	PERSON INFORMATION	(For Individuals only)					
Last Name	First Name Middle Name						
Nationality	Date of Birth	Place of Birth Sex: Male			e 🗌 Female 🗍		
Address							
City,	State/Province/County			Postal Code (ZIP) Country			
E-mail Address		Telephone Number			Fax Number		
SECTION 3	SUPPLIER INFORMATION	N (For Companies only)					
Company Name:		Parent Company Name (if app	olicable)	W	eb Site URL: (if applicable)		
Street Address							
City State/Province/County Postal Code				Country			
Contact Person (MAIN ADDRE	SS) Te	lephone	The firm	Fa	x Barana	E-mail Address	
Name:							
Title: SECTION 4 BENEFICIA	RY BANKING INFORMA	TION	1 7,8-1,7,	711555			
Bank Name							
Bank ID:	For US banks of	For US banks only use whether: (9 digits)			SWIFT code 8 or 11 characters (required for overboard payments)		
ACH Fed wire		d wire	Branch Name:				
Diametria (in California Sary) again and							
Street Address: City State/Province	Postal Coo	de	Country				
					2 1 2 2 2		
SECTION 5	BENEFICIARY BANK	ACCOUNT DETAILS	m. v	Bank Acce	unt Currency	to one of the state of	
Account Name: (name as it appears on bank account)				USS Other (PLEASE INDICATE)			
Bank Account No.: (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES)				Account Type:			
IBAN (European Banks)							
Transit Code (5 digit) Canadian I	3anks	Sort Code (6 digi	ts) UK Banks		BSB code (6 digit) Aust	ralia Banks	
Bank Information for Interm	edlary/Correspondent Ba	ank (if applicable)		2	le II. jis Ext		
Name of Bank				Address of Bank:			
Bank Account No (of beneficiary bank with intermediary bank)				SWIFT Code: FEDWIRE NO. (US BANKS ONLY)			
1,,in	my capacity as	4 here	by authorize tl	ne agency to di	rect		
		Signature:					
payments for goods and services	to the above account.	organisare:					

Annex 4