



## REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM	DATE: March 21, 2018
	REFERENCE: UNDP-SYR-RFQ-020-18

Dear Sir / Madam:

We kindly request you to submit your quotation for **Manufacturer and supply Garbage bins for Aleppo city**, 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 April 4, 2018 at 2.00 pm and via *e-mail, or by hand or courier mail* to the address below:

**United Nations Development Programme**  
Mezzeh , West Villas, Gazawi street No. 8  
Attn : Shouaib Al Khuder, Procurement Assistant  
***E-mail: Syria.bids@undp.org***

Quotations submitted by email must be limited to a maximum of 5MB, 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]	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offer
Exact Address/es of Delivery Location/s (identify all, if multiple)	<b>Aleppo City</b>
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents ( <i>if using freight forwarder</i> )	N/A
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 60 days from the issuance of the Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Samples	Required from the awarded supplier before delivery.
Deadline for the Submission of Quotation	<i>Wednesday, April 04, 2018 and at 2.00 pm</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Arabic
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <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; <input checked="" type="checkbox"/> Confirmation to submit samples before delivery in case of awarding <input checked="" type="checkbox"/> Vendor Form (Annex 4)
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 Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted

Payment Terms	100% upon complete delivery of goods and within 30 DAYS upon complete delivery of goods
Liquidated Damages	Will be imposed under the following conditions: Percentage of contract price per day of delay:0.5 % Max. no. of days of delay:15 days Next course of action: UNDP may terminate the contract.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price, Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions
UNDP will award to:	<input checked="" type="checkbox"/> One Supplier.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 15 days.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods and executed works based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> 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)	<i>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.</i>

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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,  
**Hanan Al Ali**  
Procurement Specialist and  
Head Of Procurement Unit a.i  
March 21, 2018

## Annex 1

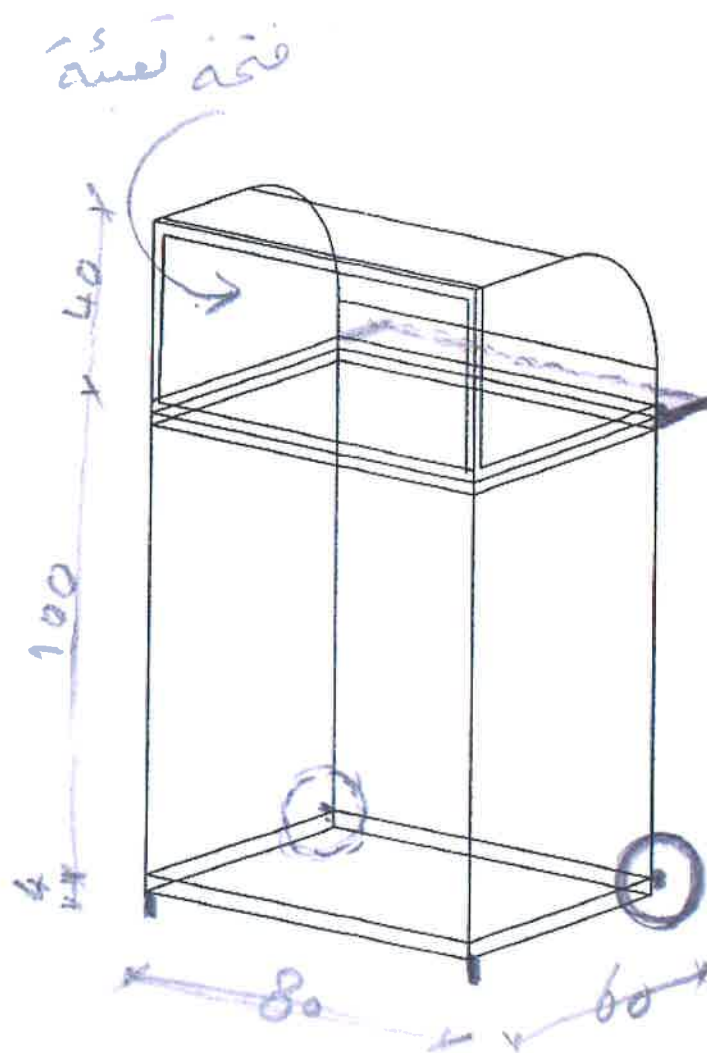
دفتر الشروط والمواصفات الفنية لأعمال تصنيع وتقديم حاويات قمامة في مدينة حلب - 2018 م :

## Technical Specifications

## Annex 1

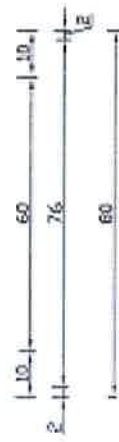
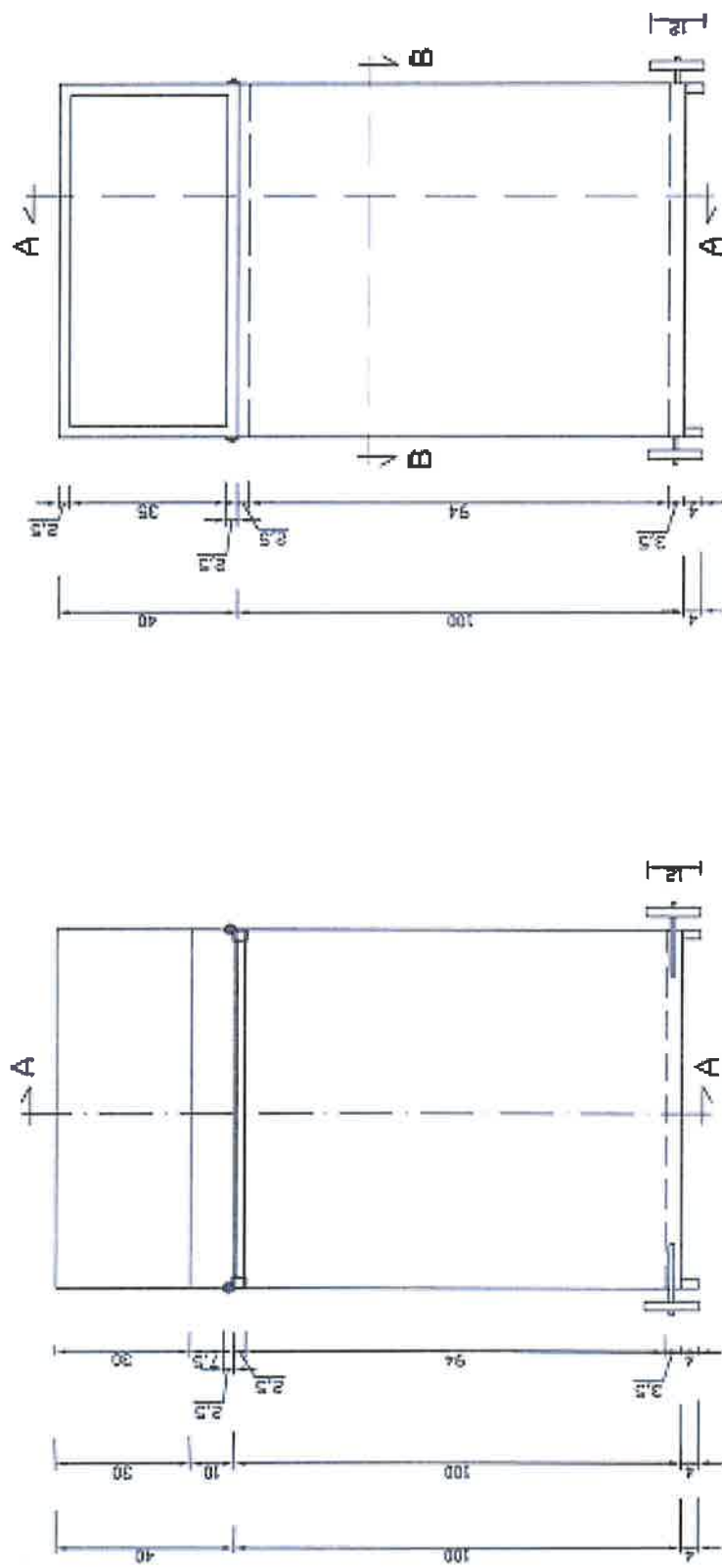
Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
تصنيع وتقديم حاويات قمامة معدنية	100	حاوية	<p>- تتألف الحاوية من قطعتين : جسم وغطاء متصلين مع بعضهما بمحور دوران من الجهة الخلفية للحاوية بحيث يسمح المحور بفتح الغطاء وإغلاقه دون انفصاله كلياً عن الحاوية.</p> <p><b>أولاً - جسم الحاوية:</b></p> <ul style="list-style-type: none"> <li>• عبارة عن صندوق معدني من الحديد الأسود بسماكة 1.5/ مم وبعرض 80/سم وعمق 60/سم وارتفاع 100/سم مفتوح من الأعلى.</li> <li>• قاعدة الصندوق السفلية مقواة داخلياً بإطار معدني مقطعه بشكل زاوية قائمة بأبعاد 3.5 سم × 3.5 سم / وبسماكة 5/ مم.</li> <li>• فتحة الصندوق من الأعلى مقواة داخلياً بإطار معدني أفقي مقطعه بروفيل مربع بأبعاد 2.5 سم × 2.5 سم / وبسماكة 2/ مم، ويمتد الضلعان القصيران للإطار أفقياً باتجاه الجهة الخلفية لمسافة 10/سم خارج حدود الصندوق حيث يتم في نهايتهما تثبيت طرفي أنبوب معدني أسود بقطر 0.75/ إنش بشكل متعامد عليهما لتشكيل مقبض بطول يعادل عرض الحاوية.</li> <li>• يرتكز جسم الحاوية من الأمام على قائمتين شاقوليتين من البروفيل المعدني بمقطع مربع بأبعاد 2.5 سم × 2.5 سم / وبسماكة 2/ مم وارتفاع 4/سم.</li> <li>• يرتكز جسم الحاوية من الخلف على دولابين معدنيين بقطر 12/سم ويثبت كل دولاب على جسم الحاوية بواسطة محور عبارة عن قضيب من الحديد المبروم بقطر 10/مم (أو أكثر بما يناسب فتحة محور الدولاب) ملحوم على جسم الحاوية من الخلف وبمسافة تثبيت لا تقل عن 10/سم، وتلحم على القضيب رنديلتان كل واحدة منهما على أحد جانبي الدولاب لمنع انزياحه الأفقي باتجاه المحور.</li> <li>• جميع اعمال اللحام تكون بطريقة الدرزة المتصلة وليس النقط.</li> </ul> <p><b>ثانياً - غطاء الحاوية:</b></p> <ul style="list-style-type: none"> <li>• عبارة عن جسم معدني مفتوح من الأسفل ومن الأمام كما هو موضح بالشكل المرفق، ومصنوع من الحديد الأسود بسماكة 1.5/ مم وبعرض 80/سم وعمق 60/سم وارتفاع يبدأ من 10/سم من الجهة الخلفية ليصل إلى 40/سم من الجهة الأمامية عبر جزء من إسطوانة دائرية نصف قطرها 30/سم.</li> <li>• الفتحة السفلية الأفقية للغطاء مقواة داخلياً بإطار معدني مقطعه بروفيل مربع بأبعاد 2.5 سم × 2.5 سم / وبسماكة 2/ مم.</li> <li>• الفتحة الأمامية الشاقولية للغطاء مقواة داخلياً بإطار معدني مقطعه بروفيل مربع بأبعاد 2.5 سم × 2.5 سم / وبسماكة 2/ مم.</li> </ul> <p><b>ثالثاً - الوصل بين جسم الحاوية وغطائها:</b></p> <ul style="list-style-type: none"> <li>• يتم لحام قطعتين مستويتين من الحديد الأسود بسماكة 5/مم وبطول 5/سم وعرض 2.5/سم على نهاية الجانبين السفليين القصيرين من الغطاء من الطرف الخلفي بحيث يتم تثبيت كل قطعة بمسافة تداخل 2.5/سم مع قاعدة الغطاء. ويثبت في مركز الجزء المتبقي من القطعة خارج القاعدة قضيب مبروم من الحديد بقطر 10/مم باتجاه متعامد معها ليشكل محور دوران للغطاء نحو الأعلى.</li> </ul>	60 يوم من تاريخ توقيع العقد

		<ul style="list-style-type: none"> <li>• ثم يتم لحام زاوية معدنية من الحديد الأسود بسماكة 5/ مم وبأبعاد 2.5 سم × 2.5 سم / وبطول 2.5/ سم على السطح العلوي للامتداد الأفقي الخلفي للإطار العلوي لجسم الحاوية وبشكل موازي للقطعة المعدنية المستوية المذكورة أعلاه؛ وذلك بعد تقب الزاوية في مركز الجانب الشاقولي منها بقطر 11.5/ مم للسماح بمرور محور الدوران من خلاله.</li> <li>• جميع اعمال اللحام تكون بطريقة الدرزة المتصلة وليس النقاط.</li> </ul> <p><b><u>رابعاً - دهان الحاويات وأعطيتها:</u></b></p> <ul style="list-style-type: none"> <li>• يتم تلوين أجسام الحاويات وأعطيتها على 4/ مراحل:</li> </ul> <ol style="list-style-type: none"> <li>(1) تخشين <b>جميع السطوح</b> من الداخل والخارج بالبخ (الضرب) بالرم.</li> <li>(2) بخها من الداخل والخارج بدهان حراري مقاوم للعوامل المناخية: شمس - حرارة - صقيع - رطوبة وأمطار..... (For OUTDOOR USAGE). ويتم تحديد لون الدهان من قبل جهاز الإشراف.</li> <li>(3) طباعة شعار UNDP بقياس A4 على الوجه الأمامي لجسم الحاوية باستخدام البخ بالدهان الحراري بنفس مواصفات الدهان المذكورة في البند السابق. ويقوم أيضاً "جهاز الإشراف بتحديد لون الشعار والعبارة.</li> <li>(4) إدخال الحاويات وأعطيتها إلى الفرن الحراري لتثبيت تماسك الدهان والتصاقه.</li> </ol> <p><b><u>خامساً - الدواليب:</u></b></p> <ul style="list-style-type: none"> <li>• يتم تركيب دولابين بقطر خارجي 12/ سم لكل حاوية بعد انتهاء عملية البخ الحراري، ويتم تثبيت الدواليب كما هو موضح سابقاً في الفقرة الأولى (جسم الحاوية).</li> <li>• يجب أن تكون الدواليب المركبة على الحاويات ذات جودة عالية مناسبة للاستخدامات الصناعية ومقاومة للعوامل المناخية.</li> <li>• كما يجب ألا تقل الحمولة الديناميكية التشغيلية لكل دولاب عن 150/ كيلوغرام.</li> </ul> <p><b><u>سادساً - الألوان:</u></b></p> <ul style="list-style-type: none"> <li>• البرتقالي لجسم الحاوية، والأزرق لزوايا الجسم كاملة بعرض 5 سم، مع طباعة شعار المنظمة بقياس A4 ، ويتم اعتماد درجة الألوان بعد تقديم نموذج والموافقة عليه من قبل لجنة الإشراف.</li> </ul>	
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# مخطط تفصيلي للحاويات المقترحة لحلب القديمة

صفحة 1 من 3



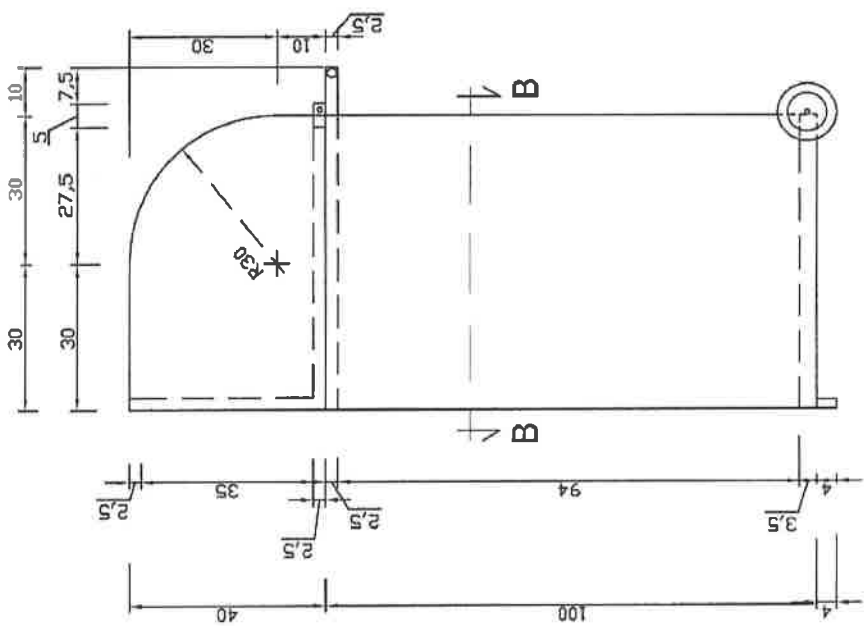
الواجهة الخلفية

الواجهة الأمامية

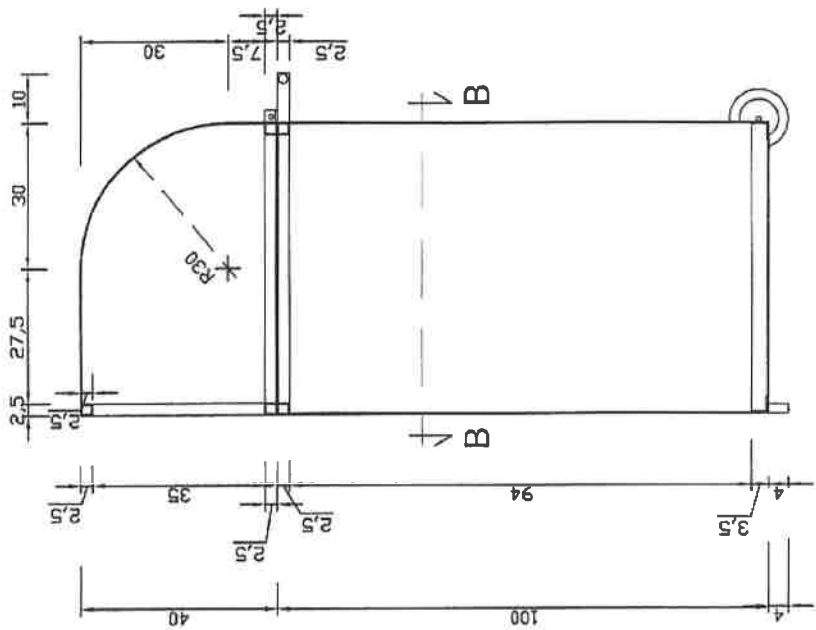


# مخطط تفصيلي للحاوليات المقترحة لحلب القديمة

## صفحة 2 من 3



الواجهة الجانبية

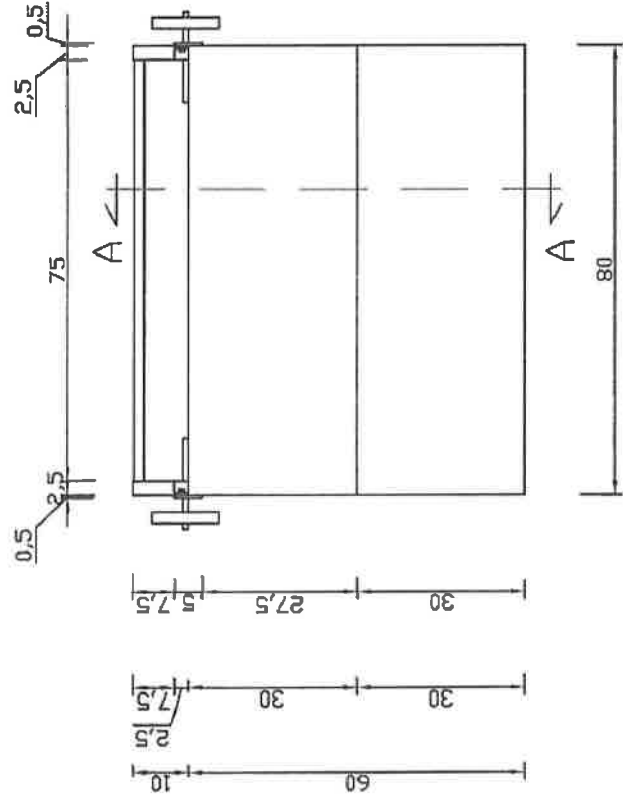


مقطع شاقولي

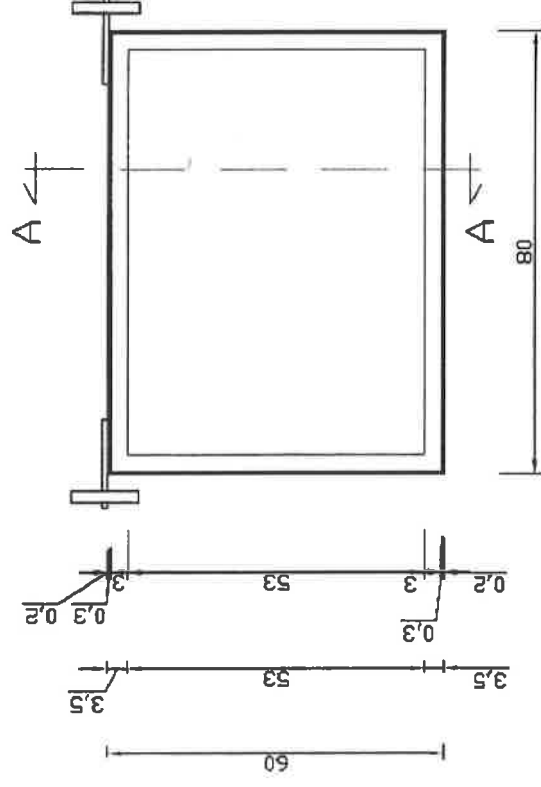
A - A

# مخطط تفصيلي للحاويات المقترحة لحلب القديمة

صفحة 3 من 3



المسقط الأفقي



مقطع شاقولي

B - B

على العارض أخذ النقاط التالية بعين الاعتبار :

1. يشترط على العارض الرابع تقديم نموذج عن تصميم الحاوية ليتم مطابقتها للشروط المطلوبة من قبل لجنة الإشراف و الموافقة عليها وتلافي أي مخالفات قبل تصنيع كامل الكمية.
2. يشترط على العارض المتقدم أن يكون لديه حساب مصرفي وسجل مهني أو صناعي (او ان يكون متعاقد مع مهني في حال السجل التجاري) ، وعلى العارض تقديم وثيقة تثبت ذلك من الجهات والدوائر المعنية.
3. مدة تنفيذ تصنيع وتوريد الحاويات الواردة بالكشف 60 يوم تبدأ من تاريخ توقيع العقد مع العارض.
4. يتم خصم خمسة بالآلف عن كل يوم تأخير من قيمة العقد على أن لا تتجاوز مدة التأخير أكثر من 15 يوم.
5. اللجنة الفنية والجهة المستفيدة " الشركاء " محافظة حلب، مجلس مدينة حلب، مدير المشروع من طرف البرنامج " تعد مشرفة على متابعة عمليات تصنيع الحاويات لضمان الحفاظ على جودة التركيب ومهمتها الإشراف المباشر على عملية التصميم النهائي والدهان والاستلام والتسليم وكل ما يلزم.
6. التقيد بالشروط المتعلقة بتنفيذ الأعمال المذكورة أعلاه وفق المعايير والمواصفات القياسية .
7. يحق للجهة المشرفة على المشروع " اللجنة الفنية " تعديل أي بند من بنود الأعمال ضمن المبالغ المحددة ووفق مقتضيات العمل ورأي اللجنة المحلية للمشروع .
8. لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه .
9. يتم تسليم الشركاء المذكورين أعلاه كافة الحاويات المنفذة وفق محاضر استلام وادخال مستودعي موقعة أصولاً من الجهة المستلمة , على أن يتحمل العارض مسؤولية نقل الحاويات لقراية 100 موقع ضمن مدينة حلب (المدينة القديمة).
10. يتم صرف قيمة العقد دفعة واحدة بعد انتهاء تنفيذ وتسليم الأعمال كاملة .
11. جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنمائي في سورية .

*\*Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

[Enter name of  
authorized staff]  
[Designation]

## FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>1</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_\_:

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	تصنيع وتقديم حاويات قمامة معدنية مع كل ما يلزم وفق المخطط التفصيلي والمواصفات المرفقة	100 حاوية	60 يوم من تاريخ توقيع العقد		
	<b>Total Prices of Goods<sup>3</sup></b>				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

**TABLE 3 : Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
الالتزام بموعد التسليم المحدد (60 يوم من تاريخ توقيع العقد): Delivery Lead Time			
الالتزام بتقديم عينة أولية للتأكد من مطابقتها للمواصفات الفنية والألوان قبل تصنيع كامل الكمية			
الالتزام بالبخ الحراري بعد التخشين بالرمل			
الالتزام بتوزيع الحاويات ضمن مدينة حلب وفق مخطط اللجنة المشرفة			
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم المتحدة الإنمائي			

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

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

<sup>3</sup>Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

All Provisions of the UNDP General Terms and Conditions			
Validity of Quotation <i>مدة صلاحية العرض</i>			
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]

## 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.

# Vendor Form

# Annex 4

SECTION 1 (For Internal Use only)		UN INFORMATION	
Requesting Person:		Date:	Atlas Vendor No:
First Name / Last Name/Extension		UN Index No:	
VENDOR TYPE: <input type="checkbox"/> Staff <input type="checkbox"/> SSA <input type="checkbox"/> Service Contract <input type="checkbox"/> Meeting Participant <input type="checkbox"/> NGO <input type="checkbox"/> Supplier <input type="checkbox"/> Other			
VENDOR APPROVER SIGNATURE: _____ DATE: _____			

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 <input type="checkbox"/> Female <input type="checkbox"/>
Address			
City	State/Province/County	Postal Code (ZIP)	Country
E-mail Address	Telephone Number	Fax Number	

SECTION 3 SUPPLIER INFORMATION (FOR COMPANIES ONLY)			
Company Name:		Parent Company Name (if applicable)	Web Site URL: (if applicable)
Street Address			
City	State/Province/County	Postal Code	Country
Contact Person (MAIN ADDRESS)	Telephone	Fax	E-mail Address
Name:			
Title:			

SECTION 4 BENEFICIARY BANKING INFORMATION			
Bank Name			
Bank ID:	For US banks only use whether: (9 digits) ACH <input type="checkbox"/> Fed wire <input type="checkbox"/>	SWIFT code 8 or 11 characters (required for overboard payments)	
Branch ID: (for Canadian Banks only) 9 digits routing no.		Branch Name:	
Street Address:			
City	State/Province	Postal Code	Country

SECTION 5 BENEFICIARY BANK ACCOUNT DETAILS			
Account Name: (name as it appears on bank account)		Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE INDICATE) _____	
Bank Account No. : (ENTER WITH NO PUNCTUATION, NO DOTS, DASHES OR SPACES)		Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
IBAN (European Banks)			
Transit Code ( 5 digit ) Canadian Banks		Sort Code (6 digits ) UK Banks	BSB code (6 digit) Australia Banks

Bank Information for Intermediary/Correspondent Bank ( if applicable)		
Name of Bank :		Address of Bank :
Bank Account No (of beneficiary bank with intermediary bank)	SWIFT Code:	FEDWIRE NO. ( US BANKS ONLY)

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_, hereby authorize the agency to direct payments for goods and services to the above account. Signature: \_\_\_\_\_