



**REQUEST FOR QUOTATION (RFQ)
(Goods)**

NAME & ADDRESS OF FIRM	DATE: April 24, 2018
	REFERENCE: UNDP-SYR-RFQ-037-18

Dear Sir / Madam:

We kindly request you to submit your quotation for the provision of Pesticide, Mosquito nets & Hand back Sprayers 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 May 8, 2018 or at 14.00 and via *e-mail, or courier mail* to the address below:

United Nations Development Programme
Mezzeh, West Villas, Gazawi street No. 8
Attn: Rami Afadar, Procurement Associate
E-mail: Syria.bids@undp.org

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than two 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
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Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> The Supplier/Offeror in coordination with UNDP.
Exact Address/es of Delivery Location/s (identify all, if multiple)	Al Hasakeh & Al Qamishli الحسكة والقامشلي
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> 15 days from the issuance of the Purchase Order (PO).
Delivery Schedule	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	<input checked="" type="checkbox"/> Warranty for minimum period of 12 months. <input checked="" type="checkbox"/> Technical Support. <input checked="" type="checkbox"/> Maintenance for any emergency failure on the composite parts.
Deadline for the Submission of Quotation	,Tuesday, May 08, 2018 and at or before 02:00 PM Damascus time.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <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"/> Minimum 12 months warranty; <input checked="" type="checkbox"/> A certificate of authorization to use the Pesticide within the territories of the Syrian Arab Republic, issued by the concerned ministry; <input checked="" type="checkbox"/> Company Profile; <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;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Permitted, partial lot will be rejected.
Payment Terms	<input checked="" type="checkbox"/> 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 % from the contract value for each day of delay. Max. no. of days of delay:20 Next course of action: Termination of Contract.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Comprehensiveness of after-sales services. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	<input checked="" type="checkbox"/> One or multiple suppliers for lot.
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 20.
Conditions for Release of Payment.	<input checked="" type="checkbox"/> Passing Inspection. <input checked="" type="checkbox"/> Complete Installation. <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements. <input checked="" type="checkbox"/> Submission of catalogues and manuals.
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). 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) ¹	Rami Afadar Procurement Associate rami.afadar@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 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>.

¹This 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.

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

April 24, 2018

Technical Specifications

الشروط والمواصفات الفنية للمعدات والمواد الخاصة بمكافحة الليمشمانيا في الحسكة والقامشلي

Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
مبيد حشري / صحة عامة مرخص من وزارة الصحة السورية	400 في الحسكة والقامشلي	ليتر	مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة المادة الفعالة دلتا مثرين 25 غ /كغ على شكل مركز معلق (SC) Deltamethrin 2.5% w/w SC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض. أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.	Lot:1 15 days from issuance the PO
	200 في الحسكة والقامشلي	ليتر	مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة المادة الفعالة الفاسايبرمثرين 50 غ /لتر على شكل مركز قابل للاستحلاب (EC) Alpha-cypermethrin 5% w/v EC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض. أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.	
	300 في الحسكة والقامشلي	ليتر	مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة المادة الفعالة سايبيرمثرين 100 غ /لتر على شكل مركز قابل للاستحلاب (EC) Cypermethrin 10% w/v EC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض. أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.	

	300 في الحسكة والقامشلي	ليتر	<p>مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة يستخدم في الرش الضبابي المادة الفعالة لامبدا-سيها لوثرين 100 غ /لتر على شكل مركز قابل للاستحلاب (EC) Lambda-cyhalothrin 10% w/v EC</p> <p>حجم العبوة: 1 ليتر</p> <p>أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض.</p> <p>أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية اصولاً.</p>	
ناموسيات	600 في الحسكة والقامشلي	قطعة	<p>ناموسية للوقاية والعزل من الحشرات</p> <p>قطر الخلية (فتحات الشبكة) يجب أن يكون حوالي 1 ملم لتوفير الحماية الكافية ضد جميع أنواع الحشرات بما فيها دبابه الرمل (عدد الفتحات = 156 فتحة /البوصة المربعة)</p> <p>خيوط الناموسية مصنوعة 100% من البوليستر</p> <p>معالجة بالتغطيس بمبيد حشري صحة عامة (يفضل دلتا مثرين بمعدل 25-35ملغ/م²)</p> <p>الناموسية على شكل متوازي مستطيلات أبعادها: طول*عرض* ارتفاع (180*160*150 سم)</p> <p>لها اربعة اشربة تعليق من الزوايا العلوية بطول الواحدة 100 سم</p> <p>اطار سفلي من القماش بعرض 10 سم</p> <p>صلاحيتها لا تقل عن 3 سنوات</p> <p>خالية من العيوب والتشققات</p> <p>كل ناموسية توضع بمحفظه خاصة بها تبين مواصفاتها وانها معالجة بالمبيدات ومذيلة بشكل واضح بالعبارة التالية: "مقدمة من برنامج الأمم المتحدة الإنمائي UNDP"</p> <p>تتوافق مع شروط من منظمة الصحة العالمية WHO</p>	<p>Lot:2</p> <p>15 days</p> <p>from</p> <p>issuance</p> <p>the PO</p>

مرشات ظهيرية يدوية	80 في الحسكة والقامشلي	مرش	مرش مبيدات ظهري يدوي سعة 16 لتر. قبضة المرش معدنية (يفضل نحاس). مزود بحمالتين أكتاف. البستون داخلي بلاستيكي ويفضل ان يكون معدني جسم المرش سليم وغير مشوه مع جميع ملحقاته الموجودة معه عند استيراده. يكفل المورد ان تكون جميع المرشات التي يتم تسليمها تعمل وغير معطلة وعليه ان يجرب وعلى نفقته اي عدد من هذه المعدات بناءً على طلب لجنة الاستلام.	Lot:3 15 days from issuance the PO
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- يشترط على العارض الالتزام بما يلي:

1. يشترط على العارض المتقدم أن يكون لديه سجل تجاري أو صناعي وحساب مصرفي، وعلى العارض تقديم وثيقة تثبت ذلك من الجهات والدوائر المعنية.
2. مدة التنفيذ وفق الجداول السابقة التي تحدد مدة تنفيذ كل مجموعة عمل وتبدأ من تاريخ توقيع العقد.
3. مدة ضمان عمل وكفاءة كافة القطع الموردة من قبل العارض لا تقل عن سنة ميلادية كاملة تبدأ بعد التسليم للجهة المستفيدة، ويكون العارض خلال مدة الضمان ملزم بتنفيذ الصيانة لأي عطل طارئ على القطع المركبة ويستثنى من ذلك الأعطال الناتجة عن سوء الاستخدام.
4. (بالنسبة للمواد المستوردة) ان تكون الشركة المستوردة من الشركات المرخصة لها بالعمل في سورية.
5. فيما يتعلق بالمبيدات الحشرية، على العارض تقديم شهادة تصريح باستخدام هذه المواد ضمن أراضي الجمهورية العربية السورية موهورة من قبل الوزارة المعنية المسؤولة.
6. أن تسلم المواد مغلفة بنفس الغلاف الذي استوردت او صنعت فيه دون اخذ اي اجزاء منها.
7. اوصول المواد الى ارض المستودعات في الحسكة على نفقة التاجر.
8. على العارض تحمل مسؤولية كافة التكاليف والمخاطر والموافقات اللازمة حتى إدخال وتسليم المواد.
9. مدة التنفيذ 15 يوم تبدأ من تاريخ توقيع أو اصدار أمر الشراء من قبل برنامج الأمم المتحدة الإنمائي في سورية.
10. يمكن للعارض التقدم الى واحد أو أكثر من البنود.
11. اللجنة الفنية " لجنة محلية " تعد مشرفة على متابعة عمليات التجريب للمعدات والمواد ومطابقتها للشروط المطلوبة لضمان الحفاظ على جودة المواد المقدمة.
12. يتم فحص المرشات والناموسيات والمبيدات المقدمة قبل استلامها من قبل لجنة فنية مختصة وعلى نفقة العارض وهذا الفحص يجري من قبل خبراء تسميهم وتعتمدهم الإدارة ويعطى هؤلاء الخبراء كل التسهيلات للتجريب.

13. يتم حساب كشف الأعمال المنفذة وفق الأعمال الفعلية المقدمة ويوقع على الكشف اللجنة الفنية، ويتم تنظيم محاضر استلام ويصدق من اللجنة الفنية، ويتم الصرف وفق ذلك وبالسعر المقدم بالعرض بالليرة السورية وحسب الكميات المقررة والمذكورة بالجدول أعلاه.
14. على العارض الالتزام بكافة الشروط المتعلقة بتنفيذ الأعمال المذكورة أعلاه.
15. يتحمل العارض المسؤولية الكاملة على كل ضرر يقع على التجهيزات قبل التسليم، كما يتحمل العارض دفع كافة الأجور المستحقة لنقل وتوريد المعدات الى المواقع المستهدفة.
16. يجب أن تكون المرشات والناموسيات جديدة وغير مجددة والمبيدات ضمن الصلاحية الواردة بالشروط.
17. يجب أن تكون القطع التبديلية للمرشات متوفرة في الجمهورية العربية السورية.
18. أن تكون المرشات والناموسيات والمبيدات من أجود الأنواع الموجودة في السوق.
19. يتم الصرف على دفعة واحدة.
20. لا يتم صرف قيمة البند في حال مخالفة أي محتوى فيه.
21. جميع إجراءات التعاقد ستتم وفق أنظمة برنامج الأمم المتحدة الإنمائي في سورية.

ملاحظة هامة: على العارض استخدام النموذج والترويسة الخاص بشركته بنفس الترتيب المبين في الصفحات.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery³)

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. 037-18:

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

Lot No.	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date	Unit Price	Total Price
1	400	ليتر	مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة المادة الفعالة دلتا مثرين 25 غ / كغ على شكل مركز معلق (SC) Deltamethrin 2.5% w/w SC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض. أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.	15 days from issuance the PO		
	200	ليتر	مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة المادة الفعالة الفاسايبرمثرين 50 غ / لتر على شكل مركز قابل للاستحلاب (EC) Alpha-cypermethrin 5% w/v EC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض.			

²This serves as a guide to the Supplier in preparing the quotation and price schedule.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

		<p>أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.</p>
300	ليتر	<p>مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة المادة الفعالة سايبيرمثرين 100 غ /لتر على شكل مركز قابل للاستحلاب (EC) Cypermethrin 10% w/v EC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض.</p> <p>أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.</p>
300	ليتر	<p>مبيد بايروتويدي خاص بمكافحة حشرات الصحة العامة يستخدم في الرش الضبابي المادة الفعالة لامبدا-سيها لوثرين 100 غ /لتر على شكل مركز قابل للاستحلاب (EC) Lambda-cyhalothrin 10% w/v EC حجم العبوة: 1 ليتر أن لا تقل مدة الصلاحية عن 12 شهراً من تاريخ تقديم العرض.</p> <p>أن تكون المادة منتجة أو مستوردة من قبل شركة مرخصة للعمل في سورية أصولاً.</p>

2	600	قطعة	<p>ناموسية للوقاية والعزل من الحشرات</p> <p>قطر الخلية (فتحات الشبكة) يجب أن يكون حوالي 1 ملم</p> <p>لتوفير الحماية الكافية ضد جميع أنواع الحشرات بما فيها</p> <p>دبابه الرمل (عدد الفتحات = 156 فتحة /البوصة المربعة)</p> <p>خيوط الناموسية مصنوعة 100% من البوليستر</p> <p>معالجة بالتغطيس بمبيد حشري صحة عامة (يفضل دلتا</p> <p>مثرين بمعدل 25-35ملغ/م²)</p> <p>الناموسية على شكل متوازي مستطيلات أبعادها:</p> <p>طول*عرض* ارتفاع (180*160*150 سم)</p> <p>لها اربعة اشربة تعليق من الزوايا العلوية بطول الواحدة</p> <p>100 سم</p> <p>اطار سفلي من القماش بعرض 10 سم</p> <p>صلاحيتها لا تقل عن 3 سنوات</p> <p>خالية من العيوب والتشققات</p> <p>كل ناموسية توضع بمحفظة خاصة بها تبين مواصفاتها</p> <p>وانها معالجة بالمبيدات ومذيلة بشكل واضح بالعبرة التالية:</p> <p>"مقدمة من برنامج الأمم المتحدة الإنمائي UNDP "</p> <p>تتوافق مع شروط من منظمة الصحة العالمية WHO</p>	15 days from issuance the PO		
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3	80	مرش	<p>مرش مبيدات ظهري يدوي سعة 16 لتر. قبضة المرش معدنية (يفضل نحاس). مزود بحمالي أكتاف. البستون داخلي بلاستيكي ويفضل ان يكون معدني جسم المرش سليم وغير مشوه مع جميع ملحقاته الموجودة معه عند استيراده. يكفل المورد ان تكون جميع المرشات التي يتم تسليمها تعمل وغير معطلة وعليه ان يجرب وعلى نفقته اي عدد من هذه المعدات بناءً على طلب لجنة الاستلام.</p>	15 days from issuance the PO	
Total Prices of Goods⁴					
Add: Cost of Transportation					
Add: Cost of Insurance					
Add: Other Charges (pls. specify)					
Total Final and All-Inclusive Price Quotation, DAP					

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 Quotation are as follows:	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time -15 days from PO issuance.			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin ⁵ :			
Warranty and After-Sales Requirements			
a) Minimum 12 months warranty.			
b) Technical Support.			
c) Maintenance for any emergency failure on the composite parts.			
d) Others.			
Validity of Quotation.			
All Provisions of the UNDP General Terms and Conditions.			

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]

⁵If 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.

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.