REQUEST FOR QUOTATION (RFQ)
(Goods)

NAME & ADDRESS OF FIRM	DATE: September 5, 2018
	REFERENCE: UNDP-SYR-RFQ-080-18

Dear Sir / Madam:

We kindly request you to submit your quotation for providing Garbage Containers (lot 1) & Carts (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 September 23,2018 or at 14.00 hrs 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]	☑ DAP
Customs clearance, if needed, shall be done by:	☑ Supplier/Offeror.
Exact Address/es of Delivery Location/s (identify all, if multiple)	For Lot 1 & Lot 2: Within Al Raqa Governorate.
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	☑ 60 days from the issuance of the Purchase Order (PO) for Lots 1 & 2.
Delivery Schedule	☑ Not Required.
Packing Requirements	N/A
Mode of Transport	☑LAND
Preferred Currency of Quotation	☑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	☑Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	*Sunday, September 23, 2018 and at or before 02:00 PM Damascus time*
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☑English ☑Arabic
Documents to be submitted	☑Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑Latest Business Registration Certificate; ☑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	☑ 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. Partial Lot will be rejected.

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 % from the contract value for each day of delay. Max. no. of days of delay:15 Next course of action: Termination of Contract.
Evaluation Criteria	☑Technical responsiveness/Full compliance to requirements and lowest price. ☑Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	☑ One or multiple supplier for Lot.
Type of Contract to be Signed	☑ Purchase Order.
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed by 15.
Conditions for Release of Payment.	☑ Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ	☑Specifications of the Goods Required (Annex 1) ☑Form for Submission of Quotation (Annex 2) ☑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.

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.

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Mirvat Hammoud
Head Of Procurement Unit
September 5, 2018

Annex 1

Technical Specifications

الشروط والمواصفات الفنية لأعمال تصنيع وتقديم حاويات قمامة وعربات فى محافظة الرقة

Lot 1: تصنيع وتقديم حاويات قمامة

Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
تصنيع وتقديم حاويات قمامة معدنية	140	حاوية	- تتألف الحاوية من قطعتين: جسم وغطاء متصلين مع بعضهما بمحور دوران من الجهة الخلفية للحاوية بحيث يسمح المحور بفتح الغطاء وإغلاقه دون انفصاله كليا" عن الحاوية. **أولا" - جسم الحاوية:** • عبارة عن صندوق معدني من الحديد الأسود بسماكة /1.5/ مم وبعرض /60/سم وعمق /50/ سم وارتفاع /70/ سم مفتوح من الأعلى. • قاعدة الصندوق السفلية مقواة داخليا" بإطار معدني مقطعه بشكل زاوية قائمة بأبعاد / 3.5 سم × 3.5 سم / وبسماكة /5/ مم. • فتحة الصندوق من الأعلى مقواة داخليا" بإطار معدني أفقي مقطعه بروفيل مربع بأبعاد / 2.5 سم × 2.5 سم / وبسماكة /2 / مم، ويمتد الضلعان القصيران للإطار أفقيا" باتجاه الجهة الخلفية لمسافة /10/ سم خارج حدود الصندوق حيث يتم في نهايتيهما تثبيت طرفي أنبوب معدني أسود بقطر /0.75/ إنش بشكل متعامد عليهما لتشكيل مقبض بطول يعادل عرض الحاوية. • يرتكز جسم الحاوية من الأمام على قائمتين شاقوليتين من البروفيل المعدني بمقطع مربع بأبعاد / 2.5 سم × 2.5 سم / وبسماكة /2/ مم وبارتفاع /4/ سم. • 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. • جميع اعمال اللحام تكون بطريقة الدرزة المتصلة وليس النقط. **ثانيا" - غطاء الحاوية:** • عبارة عن جسم معدني مفتوح من الأسفل ومن الأمام كما هو موضح بالشكل المرفق، ومصنوع من الحديد الأسود بسماكة /1.5/ مم وبعرض /60/ سم وعمق /50/ سم وارتفاع يبدأ من /10/ سم من الجهة الخلفية ليصل إلى /30/ سم من الجهة الأمامية عبر جزء من إسطوانة دائرية نصف قطرها /30/ سم.	60 يوم من تاريخ توقيع العقد

- الفتحة السفلية الأفقية للغطاء مقواة داخليا" بإطار معدني مقطعه بروفيل مربع بأبعاد / 2.5 سم × 2.5 سم / وبسماكة /2/ مم.
- الفتحة الأمامية الشاقولية للغطاء مقواة داخليا" بإطار معدني مقطعه بروفيل مربع بأبعاد / 2.5 سم × 2.5 سم / وبسماكة /2/ مم.

ثالثا" - الوصل بين جسم الحاوية وغطائها:

- 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.
- ثم يتم لحام زاوية معدنية من الحديد الأسود بسماكة /5/ مم وبأبعاد / 2.5سم × 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 ثقب الزاوية في مركز الجانب الشاقولي منها بقطر /11.5/ مم للسماح بمرور محور الدوران من خلاله.
- جميع اعمال اللحام تكون بطريقة الدرزة المتصلة وليس النقط.

رابعا" – دهان الحاويات وأغطيتها:

- يتم تلوين أجسام الحاويات وأغطيتها على /4/ مراحل:

1) تخشين **جميع السطوح** من الداخل والخارج بالبخ (الضرب) بالرمل.
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.
3) طباعة شعار UNDP بقياس A4 على الوجه الأمامي لجسم الحاوية باستخدام البخ بالدهان بنفس مواصفات الدهان المذكورة في البند السابق. ويقوم أيضا" جهاز الإشراف بتحديد لون الشعار والعبارة.
4) إدخال الحاويات وأغطيتها إلى الفرن الحراري لتثبيت تماسك الدهان والتصاقه.

خامسا" - الدواليب:

- يتم تركيب دولابين بقطر خارجي /20/ سم لكل حاوية بعد انتهاء عملية البخ الحراري، ويتم تثبيت الدواليب كما هو موضح سابقا" في الفقرة الأولى (جسم الحاوية).
- يجب أن تكون الدواليب المركبة على الحاويات ذات جودة عالية مناسبة للاستخدامات الصناعية ومقاومة للعوامل المناخية.
- كما يجب ألا تقل الحمولة الديناميكية التشغيلية لكل دولاب عن /150/ كيلوغرام.

سادسا" - الألوان:

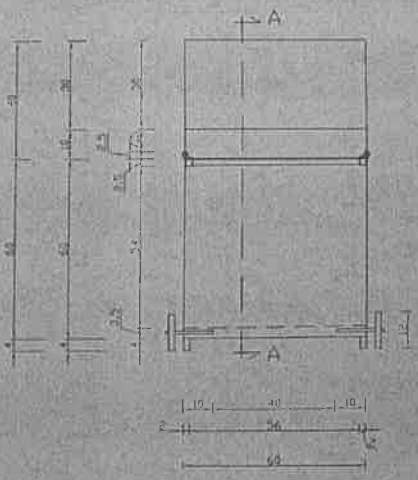
- ازرق لجسم الحاوية، أبيض لزوايا الجسم كاملة بعرض 5سم، مع طباعة شعار المنظمة بقياس A4 ، ويتم اعتماد درجة الألوان بعد تقديم نموذج والموافقة عليه من قبل لجنة الاشراف.

Lot 2: تصنيع وتقديم عربات جر معدنية لنقل القمامة

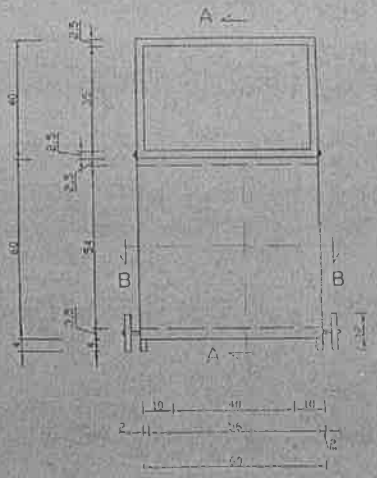
Items to be Supplied*	Quantity	Unit	Description/Specifications of Goods	Latest Delivery Date
تصنيع وتقديم عربات نقل قمامة معدنية	120	عربة	- العربة عبارة عن صندوق معدني من الحديد المزيبق سماكته من الأسفل 2 مم ومن الجوانب 1.5 مم أبعاد الصندوق (طول 100سم عرض 65 سم ارتفاع 75 سم). - يدعم الصندوق من الأسفل والجوانب بزوايا معدنية سماكة 3 مم وتباعد 3 سم أما من الأعلى فيدعم بإطار معدني حديد زاوية (4 × 4 سم) وسماكة 3 مم. - تقاد العربة من الواجهة الأمامية (جهة العامل) بواسطة بوري مزيبق قطر (1") إنش ومدعم بشكل جيد على العربة يبعد عنها مسافة 35 سم ويرتفع عن أعلى الصندوق بمقدار 20 سم بشكل مقوس. - تحمل العربة على 3 دواليب مطاطية صب بقطر 45 سم من الخلف يركبان على محور مصمت بواسطة رولمانات يثبت المحور أسفل العربة ويقع على بعد (25 سم) من حافتها الخلفية بطريقة تحقق الثبات والتوازن والقوة بواسطة صفيحة معدنية تأخذ شكل حرف U تحيط بالمحور بشكل محكم أما من جهة العامل فيكون الدولاب قطر 25سم حر الحركة بحيث يؤمن توجيه جيد للعربة أثناء العمل من خلال محور حر الحركة مثبت على الواجهة الأمامية ومدعم بصفائح /4/ مم ومرتبط مع الدولاب بشكل جيد. والدولاب واحد من الأمام متمفصل لسهولة الحركة. - يتم تثبيت جميع القطع المعدنية بواسطة اللحام. - يجب أن تدهن العربة دهان أساس ثم تطلى بالألوان التي تحددها الإدارة.	60 يوم من تاريخ توقيع العقد

مخطط تفصـــــــيلي للحاويـــــات المقترحـــــة للرقـــة

صـــفحة 1 من 3



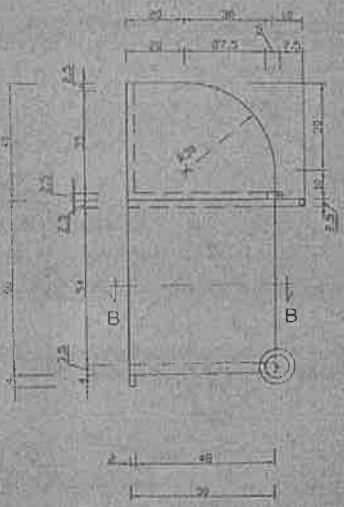
الواجهة الخلفيـــــة



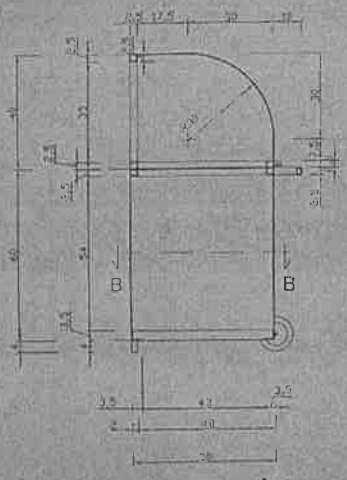
الواجهة الأماميـة

مخطط تفصـــــــيلي للحاويـــــات المقترحـــــة للرقـــة

صـــفحة 2 من 3

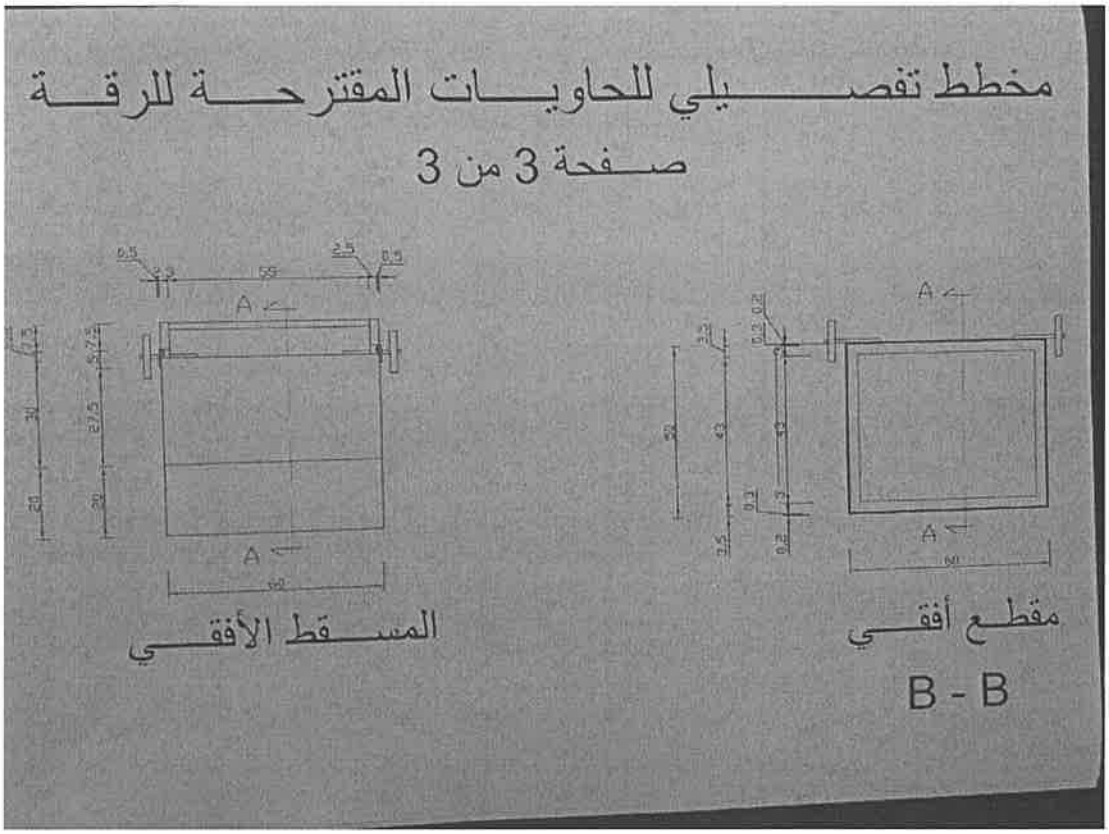


الواجهة الجانبيـــــة



مقطـع شـــاقولي

A - A



على العارض أخذ النقاط التالية بعين الإعتبار:

1. يشترط على العارض الرابح تقديم نموذج عن تصميم الحاوية والعربة ليتم مطابقتها للشروط المطلوبة من قبل لجنة الإشراف والموافقة 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 والعربات الواردة بالكشف 60 يوم تبدأ من تاريخ توقيع العقد مع العارض.
4. يتم خصم خمسة بالألف عن كل يوم تأخير من قيمة العقد على أن لا تتجاوز مدة التأخير أكثر من 15 يوم.
5. اللجنة الفنية والجهة المستفيدة " الشركاء " محافظة الرقة، مجلس مدينة الرقة، 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 ضمن محافظة الرقة.
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.

Annex 2

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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION[2]

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery[3])

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.080-18:

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

Lot 1					
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	140	60 يوم من تاريخ توقيع العقد		
	Total Prices of Goods4				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

[2]*This 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*

[4]*Pricing 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 for Lot 1:	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 من الحاويات للتأكد من مطابقتها للمواصفات الفنية والألوان قبل تصنيع كامل الكمية			
الالتزام بالبخ الحراري بعد التخشين بالرمل للحاويات			
الالتزام بتوزيع الحاويات ضمن محافظة الرقة وفق مخطط اللجنة المشرفة			
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم المتحدة الإنمائي All Provisions of the UNDP General Terms and Conditions			
(60 Days) مدة صلاحية العرض Validity of Quotation			
Other requirements *[pls. specify]*			

TABLE 3: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Lot 2					
Item No.	**Description/Specification of Goods**	**Quantity**	**Latest Delivery Date**	**Unit Price**	**Total Price per Item**
1	تصنيع وتقديم عربات قمامة معدنية مع كل ما يلزم وفق المواصفات المرفقة.	120	60 يوم من تاريخ توقيع العقد		
	Total Prices of Goods[5]				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 4: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows for Lot 2:	**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 (60 Days)			
الالتزام بتقديم عينة أولية من العربات للتأكد من مطابقتها للمواصفات الفنية والألوان قبل تصنيع كامل الكمية			
الالتزام بتوزيع العربات ضمن محافظة الرقة وفق مخطط اللجنة المشرفة			
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم المتحدة الإنمائي All Provisions of the UNDP General Terms and Conditions			
مدة صلاحية العرضValidity of Quotation			
Other requirements *[pls. specify]*			

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

Annex 3

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.