

REQUEST FOR QUOTATION (RFQ-BD-2019-008)

NAME & ADDRESS OF FIRM	DATE: April 25, 2019
	REFERENCE: RFQ-BD-2019-008

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supplying of 307 units of Furniture (12 items)**, as detailed in Annex 1of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations must be submitted on or before May **09, 2019 by 04:30 PM** (Bangladesh Time) through online e-Tendering system in the following link:

https://etendering.partneragencies.org

using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest Password: why2change

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

Your Quotation must be expressed in the English, and valid for a minimum period of 90 days.

You are kindly requested to indicate whether your company intends to submit a Quotation by clicking on "Accept Invitation" in the system (for e-tender submission).

In the course of preparing and submitting your Quotation, it shall remain your responsibility to ensure that it submitted into the system by the deadline. NO submission will be accepted after the deadline. Kindly ensure attaching the required supporting documents with RFQ contract and for etendering system convert all the documents in pdf format which must be free from any virus or corrupted files. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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.

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Delivery Terms	⊠DAP	
[INCOTERMS 2010]		
(Pls. link this to price schedule)		
Customs clearance, if needed, shall be	Supplier/ Offeror	
done by:		F C L L L
Exact Address/es of Delivery Location/s (identify all, if multiple)	Contact Focal Pe	-5 for detail delivery quantity and addresses. erson: Mohammad Enamul Hasan, Livelihoods oan Poor Communities (LIUPC), Ground Floor, UNDP shaban, Dhaka
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents (if using freight forwarder)	N/A	
Latest Expected Delivery Date and Time(if delivery time exceeds this, quote may be rejected by UNDP)	⊠ 20 days from the Points as per Annex	e issuance of the Purchase Order (PO) to Delivery -5
Delivery Schedule	Please refer to Anne	ex-5
Packing Requirements	Standard Packing	
Mode of Transport	□ AIR	⊠LAND
	□SEA	□OTHER [pls. specify]
Preferred Currency of Quotation	Local Currency	Bangladeshi Taka (BDT)
Value Added Tax on Price Quotation		of VAT and other associated cost
After-sales services required	⊠Full warranty for i	minimum period of one year
		on and commissioning
Deadline for the Submission of Quotation	COB,Thursday, May PM)	09, 2019and Bangladesh Time Zone GMT+6 (4.30
All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠English	
Eligibility criteria and list of documents to be submitted with bid proposal		ed Form as provided in Annex 2, and in accordance irements in Annex 1.
	☑Latest trade licerdocuments☑ TIN and VAT Regi	nse/ business registration certificate and corporate
	⊠Evidence of 3 yea furniture) with nat	rs of experience (minimum) in similar trade (suppling ional/international organizations, NGOs/ UN/ donor orders must be attached.
	1	e with list of clients with their Contact Details me, Person's Name, Email and Phone Number for Check).
	⊠Manual / Catalo Furniture.	gue: Manufacturer's detail Catalogue / Manual for



Period of Validity of Quotes starting the Submission Date	 ☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List. N.B: All Prospective vendors must submit above documentation to substantiate the above eligibility criteria. Failure to do so shall result in disqualification. ☑ 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	⊠Not Allowed
Payment Terms	☑ 100% upon complete delivery of goods.
Liquidated Damages	Liquidated damages for delay caused by the Vendor shall be 0.1% of the price of the Contract per each working day of delay but not exceeding 10% of the total value of the contractup to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated. *Any unavoidable delays should be notified before 72 Hours or earlier
Evaluation Criteria	☐ Technical responsiveness/Full compliance to requirements and lowest
[check as many as applicable]	price ⊠ Full acceptance of the PO/Contract General Terms and Conditions [this is mandatory criteria and cannot be deleted regardless of the nature of services required] ⊠ Others: Conformity with Bid Validity, Delivery Place and Period (delivery schedule outlined in Annex-5)
UNDP will award to	☑ One and only one supplier
Type of Contract to be Signed	⊠Purchase Order
Special conditions of Contract	□Not Applicable
Conditions for Release of Payment	☑ Written Acceptance of Goods based on full compliance with RFQ requirements from the respective UNDP Project Officials (we will share the name, when issue the Purchase Order)
Contact Person for Inquiries (Written inquiries only)	For any quires email to <u>bd.procurement@undp.org</u> (Sub: Queries for RFQ-BD-2019-008) by 2 <u>May 2019</u>
	Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.



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

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

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

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

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,

Sonia Mehzabeen
Operations Manager

April 25, 2019

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Annex 1

Technical Specifications

SL	Product Name	Description	Qty
1	Senior Executive Table	Executive Table made of scratch proof and termite proof melamine laminated wood particle board with 2 mm thick PVC edging. Table top	9
		made of 25 mm & other panel 16/18 mm thickness. Front of the Table top semi curved & other side is straight. Work top having detachable	
		(600x400 mm)pvc writing pad . 3nos 25mm dia and 1112mm longitude SS tube to be fixed on front panel of the table. Fully knock down system by using Housing, Dowel, T-Nut, JRN nut, Wood Pin, PVC Stopper, etc.	
		Color: Red OAK Size: L-1800 x W-800 x H-750mm Standard: ISO 9001:2000 Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and Monogram Sticker. Warranty: One year.	
2	Executive Table with Three Drawer	Executive Table with Fixed Drawer Unit made of imported best quality scratch proof and termite proof melamine faced chip board with PVC stopper & edging by automatic edge bending	36
		machine. Board Thickness: Top 25mm and other panels are 16/18 mm. Board density is of 650-700 kg/m3. One Drawer unit consist of 3drawer with high quality imported central lock and round shaped PVC handle to be fix with Table top and	
		side panel in right side. Table top to be fixe in between the side panels and one horizontal front panel fixed in between the side panels. Fully knock down system by using Housing, Dowel, T- nut, JRN nut, Wood Pin etc.	
		Color: Red OAK Size: L1200 x W700 x H750mm Standard: ISO 9001:2000	
		Packing: Cartoon Pack. Identification Mark: Hologram sticker and Monogram Sticker. Warranty: One year.	
3	Executive Table for IT Equipment	Executive Table made of imported best quality scratch proof and termite proof melamine faced chip board with PVC stopper & edging by automatic edge bending machine. Board	9
		Thickness: Top 25mm and other panels are 16/18 mm. Board density is of 650-700 kg/m3. Table top to be fixe in between the side panels and one horizontal front panel fixed in between the side panels. Fully knock down system by using Housing, Dowel, T-nut, JRN nut, Wood Pin etc.	
		Color: Red OAK Size: L1200 x W700 x H750mm	

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		Standard: ISO 9001:2000	
		Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and	
		Monogram Sticker.	
		Warranty: One year.	
4	Computer Table	Computer Table TCM-038 Made by melamine	19
		laminated Board. Table top 18 mm & other panels	
		are 16mm thickness. Table consists of one	
		drawer, one key board trey, one shelf, CPU Tray &	
		PVC stopper. Edges of top and panels are to be	
	And the second s	sealed by 2mm. PVC edging. Top and panels	
		should joint by using housing, dowel jibe screw, T.	
		Nut and pneumatic nailing where necessary &	
		fully knock down facility.	
		Size: 1000Lx550Wx750Hmm	
		Standard : ISO 9001:2015	
		Identification Mark: Hologram and Monogram	
		sticker of manufacturer, Packing : Carton Pack,	
		Warranty: One Year	
5	3-Unit Drawer	Moveable Drawer unit, made of 16mm thick	45
		scratchproof and termite proof Melamine	
		laminated wood particleboard with PVC edging	
		and PVC Stopper and consisting of 3nos drawer	
		with PVC handle and central locking facility.	
	and the second of the second of the second	Drawers are fixed on heavy duty MS Channels.	
		Color: Red OAK	
		Size: L 405 X W 465 X H 650mm.	
		Standard: ISO 9001:2000	
		Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and	
		Monogram Sticker.	
		Warranty: One year.	
6	Conference Table	Conference Table made of 25 mm thick red oak	9
	######################################	color MFC board with 2 mm thick PVC edging	
		finished by automatic edge banding machine	
	Service Control Statement World To Washington Control Statement	stand on 12x50 mm box MS frame. & Half arc	
		shaped 3 no's leg structure is made of 75x25 mm	
		semi round MS tube. Bottom of the structure	
		having floor adjustable stopper. All surface of Mild Steel (MS) chemically de-rusted, zinc phosphate	
		coated and oven-backed paint finish.	
		Color: Red OAK	
		Size : L-2400xW-1200xH-750mm	
		Standard: ISO 9001:2000	
		Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and	
		Monogram Sticker.	
		Warranty: One year.	
7	Book Shelf	Book Shelf made of, 16 mm thick scratch proof &	27
,	Don onen	and termite proof melamine laminated wood	
		particleboard with PVC edging. Board density is of	
	10 m2	650-700 kg/m3. 4 Nos. Shelve. 3 Nos. are covered	
		by 3mm sliding glass on PVC channel, and 1No.	
		Shelf covered by 3 laminated board door with PVC	
	N I	handle. Back side covered by 5mm thick ply wood.	
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		Fully knock down system by using Housing, Dowel,	
7		T-nut, JRN nut, Wood Pin etc.	
		Color: Red OAK	
wood of the state		Size: L-1200 x W-400 x H-1800 mm	
		Standard: ISO 9001:2000	
		Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and	
		Monogram Sticker.	
		Warranty: One year.	
8	Sheet Metal Almirah	Heavy duty official Steel Almirah made of, 0.7 &	9
*****		0.8mm thick imported cold rolled Mild Steel. All	
	The second secon	surface of Mild Steel (MS) chemically de-rusted,	
		zinc phosphate coated and oven-backed paint	
		finish. High quality imported S type handle with	
		Cyber Lock. Almirah constructed with 4no's inside	
		shelves. And two no's drawers inside and locking	
		system on the door panel with three keys.	
	C	Color: Black	
	A second	Size: L-915X W-483X H-1930 mm	
	<u> </u>	Standard: ISO 9001:2000	
		Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and	
		Monogram Sticker.	
		Warranty: One year.	
9	Sheet Metal File Cabinet	4 Drawer File Cabinet Made of, 0.7 & 0.8mm thick	9
	Jileat Metal File Capillet	high quality cold rolled Mild Steel. All surface of	9
		Mild Steel (MS) chemically de-rusted and zinc	
		phosphate coated with oven backed paint finish.	
		Drawers are set on high quality smooth running	
di di		MS channel, PVC Handle, and High quality central	
		locking system. All complete by slitting machine.	
	1 m 2 m	Shearing machine, notching machine, banding	
		Machine etc.	
		Color: Black	
To the second se		Size: L-475 x W-610 x H-1390mm	
		Standard: ISO 9001:2000	
	and states and a state of the s	Packing: Cartoon Pack.	
		Identification Mark: Hologram sticker and	
		Monogram Sticker.	
		Warranty: One year.	
10	Executive Chair	Best quality Hydraulic Height adjustable Medium	9
~ A	PVCCMIAE CHAIL	back Revolving Chair with Gas lift & tilting facility.	9
		Structure made of Mig welded Zinc Phosphate	
		Coated oven backed Powder paint finish Mild	
		Steel. Arms are made of PVC. Leg with 5nos.	
		castors are made of PVC. Foam cushioning	
		covered with best quality Fabric upholstery on 12	
		mm thick garjon Ply wood shell. Size: Seat-	
	A CALL CONTRACTOR	510x490 and Back - 540 x 760 mm. Floor to Seat:	
		460 mm Floor to Back Height: 1150 mm Full All	
		complete by Slitting Machine. Shearing Machine,	
		Notching Machine, Banding Machine & Power	
		press nailing.	
		Standard: ISO 9001:2000	
		Packing: Poly Pack.	

	3	Identification Mark: Hologram sticker and Monogram Sticker. Warranty: One year.	
11	Executive Chair	Prime quality revolving chair with arms. Arms are made of T type soft PVC Seat & back made of 12 mm ply with 50 mm thick foam cushioning covered with best imported net fabric. Also the back of chair middle part having rectangular shaped design back support for long time seating environment. Nylon leg base with 5nos. castors are made of PVC. Size: Seat-470x470 mm and Back - 450 x 530mm. Floor to seat height: 450 mm floor to back: height: 1050 mm (Approximate) Standard: ISO 9001:2000 Packing: Poly Pack. Identification Mark: Hologram sticker and Monogram Sticker. Warranty: One year.	36
12	Visitor Chair	Fixed type prime quality visitor chair with hollow tubular armrest are constructed with 1.00 mm wall thick 31.75 mm dia cold rolled tubular Mild Steel with PVC stopper in to leg end . PU Foam Cushioning Seat & Poly foam cushioning back fixed on 12 mm thick ply wood with best quality Fabirc upholstery. Tubular arm rests are covered with 6 mm thick 190 mm longitude rubber sole with Fabirc upholstery. Front legs and back legs are joining with reach other 1.4 mm thick U channel types MS Horizontal bar in bottom of the seat. Front of the armrests are covered. Bottom of the seat covered with poplin cloth with necessary staple. All surface of Mild Steel Zinc Phosphate coated and oven backed powder paint finish. Size: Seat – 460mm x 460mm, Back – 460mm x 345mm Height: Floor to Seat –430mm, & Floor to Back – 775mm Standard: ISO 9001:2000 Packing: Poly Pack. Identification Mark: Hologram sticker and Monogram Sticker. Warranty: One year.	90

^{*}Please refer to Annex-5 for delivery locations of multiple destinations.

Sincerely yours,

Operations Manager April 25, 2019

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FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ-BD-2019-008:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1.	Senior Executive Table	9			-
2.	Executive Table with Three Drawer	36			
3.	Executive Table for ICT Equipment	9			
4.	Computer Table	19			
5.	3-Unit Drawer	45	The state of the s		
6.	Conference Table	9			
7.	Book Shelf	27			wheel the second
8.	Sheet Metal Almirah	9			
9.	Sheet Metal File Cabinet	9			
10	Executive Chair	9			
11	Executive Chair	36			
12	Visitor Chair	90			
13	Delivery to the mentioned destination	19			
	Total Final and All-Inclusive Price Quota	tion			

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

Other Information pertaining to our		Your Respor	nses
Quotation are as follows:	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Technical Responsiveness/ Full Compliance to requirements and lowest price			
Full acceptance of the PO/ Contract General Terms and Conditions			
Delivery Lead Time			
Validity of Quotation			

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All Provisions of the UNDP General Terms and Conditions		
Other requirements: Documents to be		
submitted for Eligibility Criteria		

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]

(Jehra)

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.

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7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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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.



Declaration

Date:
United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh
Assignment:
Reference: RFQ-BD-2019-008
Dear Sir, I declare that is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
Yours Sincerely,
[Name and Signature of the Supplier's Authorized Person] [Designation] [Date]



Annex 5

Distribution Location

Delivery point	Sr. Executive Table	Executivel Table with Drawer	Executive (Computeri Table	Drawer	Executive Executive Computer Drawer Conference Table Table Table with Drawer		Book Almirah Shelf	File	Executive Chair	Executive Executive Chair Chair	Visitor Chair
LIUPC Project Rangpur City Corporation Nagar Bhaban, Rangpur	Н	4	Н	₩.	5	П	ж	~	€-1	~	4	10
LIUPC Project Rajshahi City Corporation Nagar Bhaban, Rajshahi	-	4	1	П	5	1	3	1	1	1	4	10
LIUPC Project Gazipur City Corporation Gazipur	1	4	. 口	Н	5	1	3	1	Н	П	4	10
LIUPC Project Dhaka South City Corporation Nagar Bhaban, Dhaka	П	4	11	1	r.		m	1	1	1	4	10
LIUPC Project Cumilla City Corporation Nagar Bhaban, Cumilla	1	4	1	П	5	1	ъ	1	1	1	4	10



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• Contact number and name of the receiving focal person of different points will be given by the LIUPC Project after awarding the order.

