



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: May 16, 2019
	REFERENCE: UNDP-SYR-RFQ-043-19

Dear Sir / Madam:

We kindly request you to submit your quotation for **Providing Tools, Equipment & Uniform**, 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 28, 2019 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 10 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
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	مستودع مديرية النظافة التابع لمجلس المدينة في حلب- حي السريان القديمة
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	<input checked="" type="checkbox"/> Not Required
Packing Requirements	N/A
Mode of Transport	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	,Tuesday, May 28, 2019 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"/> 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"/> 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"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). 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	<i>Rami Afadar</i> <i>Procurement Associate</i> <i>Rami.afadar@undp.org</i> 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.

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.

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,

Hanan Al Ali
Head Of Procurement Unit
May 16, 2019

A handwritten signature in black ink, appearing to read 'for' followed by a stylized signature.

Technical Specifications

المواصفات الفنية

Lot:1

العدد الكلي المطلوب	العدد (مشروع) الصرف (الصحي)	العدد (مشروع) نفايات صلبة (وأنقاض)	الصورة	وحدة القياس	المواصفات المطلوبة	المواد المطلوبة
640	190	450		قطعة	<p>بدلة عمل مصنوع من القماش الكتان السميك بحيث لا تقل نسبة القطن عن 65 % مؤلفة من قطعتين: القطعة العلوية: عبارة عن سترة كم طويل مزودة بسحاب بالاضافة لغطاء للسحاب 4-5 سم مع زرار، مزودة بجيب على الصدر. القطعة السفلية: بنطال مع جيبيين، وسحاب بالاضافة لزر داعم للسحاب، تكون الكمية موزعة على ثلاث قياسات (200 قطعة قياس M، 340 قطعة قياس L، 100 قطعة قياس XL)، الألوان (أزرق أو بيج).</p> <p>مطبوع على القطعة العلوية شعار برنامج الأمم المتحدة الإنمائي من الأمام بقياس (14*8 سم) وكذلك شعار الجهة المانحة على الطرف الأمامي، ومطبوع من الخلف شعار برنامج الأمم المتحدة الإنمائي بقياس (26*14 سم) وأسفله اسم المشروع بحيث يتم أخذ رأي اللجنة المشرفة على الألوان والطباعة من خلال نموذج يتم اعتماده قبل توريد كامل الكمية.</p>	بدلة عمل
46	15	31		قطعة	<p>صدرية بدون أكمام (فيست) مصنوع من القماش الكتان بحيث لا تقل نسبة القطن عن 65 %، تكون الكمية موزعة على ثلاث قياسات (10 قطع قياس M، 26 قطع قياس L، 10 قطعة قياس XL)، الألوان (بيج أو أزرق) مطبوع عليه شعار برنامج الأمم المتحدة الإنمائي من الأمام بقياس (14*8 سم) وكذلك شعار الجهة المانحة، ومطبوع من الخلف شعار برنامج الأمم المتحدة الإنمائي بقياس (26*14 سم) وأسفله اسم المشروع بحيث يتم أخذ رأي اللجنة المشرفة على الألوان والطباعة من خلال نموذج يتم اعتماده قبل توريد كامل الكمية.</p>	صدرية عمل

430		430		قطعة	قبعة (كاسكيت) مصنوعة من قماش القطن 100% ومبطنة من ناحية مقدمة الرأس، مطبوع عليها شعار المنظمة من المقدمة	قبعة قماش
730	380	350		زوج	جزمة بلاستيك: ساق عالية، مصنوعة من المطاط الطري، قياسات (150 قطعة قياس 40، 250 قطعة قياس 42، 250 قطعة قياس 43، 80 قطعة قياس 45)	جزمة بلاستيك
60		60		زوج	حذاء طويل (بوط) ارتفاع (17 إلى 20 سم) مصنوع من الجلد الصناعي السميك، مزود برباط (خيوط)، الأرضية مصنوعة من المطاط الطري، مبطن باللباد أو الفرو، ومزودة بدعامة معدنية على المقدمة الخارجية للحذاء لحماية القدم، الكمية موزعة على القياسات (5 قطعة قياس 40، 35 قطعة قياس 42، 15 قطعة قياس 43، 5 قطعة قياس 44).	حذاء حماية للعمال
810	380	430		زوج	قفازات عمل مصنوعة من الجلد السميك أو الكتان السميك، موديل كف طويل، الطبقة الخارجية جلد صناعي/كتان، والطبقة الداخلية من القطن	قفازات جلد/كتان
250	190	60		قطعة	الخوذة مصنوعة من البلاستيك القاسي المقاوم للصدمات، مزودة من الداخل ببطانة من الاسفنج والقماش، مع احزمة تثبيت على الذقن، القياس موزع بين (منها 120 قطعة قياس 54، 130 قطعة قياس 61)	خوذة حماية
2000	2000			زوج	قفازات بلاستيكية مصنوعة من البلاستيك الطري	قفازات بلاستيك
4000	2000	2000		قطعة	كمامات للوقاية من الغبار، مصنوعة من القطن الطبيعي النقي ولها مطاط من الطرفين للتثبيت على الرأس، قياس (12*13 سم) مع نتوء للأنف.	كمامات

Technical Specifications

المواصفات الفنية

Lot 2:

العدد الكلي المطلوب	العدد (مشروع) الصرف (الصحي)	العدد (مشروع) نفايات صلبة (وأنقاض)	الصورة	وحدة القياس	المواصفات المطلوبة	المواد المطلوبة
350		350		قطعة	مكنسة نظافة مخصصة للشوارع قياس كبير: عصا المكنسة مصنوعة من خشب الزان القاسي بطول 1.3 م، ورأس المكنسة عبارة عن مستطيل من الخشب (40 سم * 7 سم) مثبت عليها فرشاة خشنة، أسنانها طويلة مخصصة لكنس الشوارع، جسم المكنسة يتم تثبيته على العصا من خلال بوري حديد قطر 1 انش، ومبسطات حديد من كل طرف بابعاد (7.5*6.5) سم	مكنسة شارع كبيرة
340	190	150		قطعة	نصلة الكريك من نوع المعدن المقسى و المزيبق والمطلي حرارياً قياس كبير (27*27) سم، أما عصا الكريك فهي من خشب الزان القاسي طول 130 سم.	مجرفة (كريك)
200	150	50		قطعة	نصل القزمة مصنوعة من الحديد المقسى والوزن لا يقل عن 2 كغ، وأحد الأطراف يكون مدبباً والطرف الآخر مبسطاً، مع العصا الخاصة بها بحيث تكون العصا مصنوعة من الزان بطول 75 سم	قزمة
100		100		قطعة	عصا كريك مصنوعة من خشب الزان القاسي طول 130 سم	نصاب كريك
350		350		قطعة	عصا مكنسة مصنوعة من خشب الزان القاسي بطول 1.3 م	نصاب مكنسة
100		100		قطعة	عصا قزمة مصنوعة من الزان بطول 75 سم	نصاب قزمة
25	25			قطعة	مخل مصنوع من مادة البولاد بطول 1.5 متر ويقطر 3 سم خال من الشوائب	مخل قارص
30		30		قطعة	العربة ذات دولاب واحد مخصصة لنقل الأتربة والأنقاض ومخلفات البناء ، مصنوعة من الحديد المقاوم للصدأ (المزيبق) وسماكة الصاج لا تقل عن 2 مم، حجم المستوعب (طول 76 سم، عرض 58 سم، عمق 22 سم)، مزودة بمساند حديد لتثبيت العربة اثناء الوقوف، القبضات الخاصة بالعربات مغلقة بالكوتشوك الطري، الشاسيه زاوية حديد (3.5*3.5) سم، ارتفاع الأرجل 30 سم، الدولاب بقطر جنط 20 سم من الألمنيوم، مغلف بالكوتشوك المصمت والغير قابل للنفخ سماكة 6 سم، وتكون العربة مطلية بالدهان الزيتي	عربة يدوية

					لون أزرق مع طباعة شعار المنظمة على صندوق العربة من جهتين.	
5		5		قطعة	مهدة 7 كغ وتكون الذراع من الخشب الزان	مهدة 7 كغ
5		5		قطعة	مهدة 5 كغ وتكون الذراع من الخشب الزان	مهدة 5 كغ
100		100		قطعة	زنبيل قياس كبير مصنوع من الكاوتشوك الطري والمتين، سعة الزنبيل 25 ليتر، القطر العلوي 45 سم، قطر القاعدة 30 سم، الارتفاع 30 سم، مزود بقبضتين من نفس نوع الكاوتشوك ومثبتة على الجسم بشكل محكم.	زنبيل لنقل الأنقاض
10		10		قطعة	منشار حديد يدوي قياس 40 سم، مع علبة نصلات احتياطية (12 نصلة إضافية)	منشار حديد يدوي
10		10		قطعة	قطعة حديد يدوية قياس 600 ملم- 24، مخصصة لقطع اسياخ الحديد المسلح، مزود بفك صلب مخصص لقطع الحديد، وذراعين مغلفتين بالكاوتشوك	قطعة حديد يدوية
350		350		قطعة	مجروح معدني (فرشخانة) مصنوع من الصاج سماكة 1 ملم، والابعاد (30*30) سم وارتفاع 10 سم، والذراع الحامل من البروفيل المربع (2*2) سم، ملحوم بطريقة اللحام الكهربائي وطول الذراع 60 سم	مجروح معدني/ فرشخانة
350		350		قطعة	عبارة عن صفيحة من الصاج 1 ملم مستطيلة الشكل (10*15) سم متصلة بذراع من البروفيل (2*2) سم وطول 60 سم.	قحف حديدي
10	4	6		قطعة	فلكس ملون قياس (1.5*5) م ، فلكس لون أبيض مع حلقات معدنية للتثبيت باستخدام الخيوط، مع اطار من القماش السميكة على محيط الفلكس لحمايته من التمزق، بالإضافة لحبل بلاستيك سميكة لتثبيت الفلكس ضمن الشوارع وبطول 25 م لكل فلكس، يتم تزويد العارض بتصميم الطباعة من قبل مكتب حلب	فلكس/ مطبوعات
3	1	2		قطعة	حقيبة اسعاف أولي، تحتوي: شاش معقم (10 قطع، قطن طبي (4 قطع)، شريط لاصق يختلف الأحجام (5 قطع قياس 2.5 سم، 5 قطع قياس 5 سم) معقم للجروح بوفيدون عيار 4% جلدي، الكمية 4 لتر (4 عبوات كل عبوة 1 لتر)، كريم مضاد للجراثيم والبكتريا بوفيدون (5 علب). كريم مسكن للألم فاستوم جيل (5 علب)، سائل هيكزاميدون ترنس معقم (1 لتر) . الملائق الطبية (عدد 5)، حيث تستخدم لإزالة أي جسم عالق بالجروح، مثل الزجاج. مقص حاد (عدد 2). قفازات بلاستيكية. مناديل ورقية. مرهم مضاد حيوي، حيث تستخدم لمنع التهاب الجروح بعد تنظيفها. أكياس بلاستيكية للتخلص من المواد الملوثة ومدة الصلاحية لا تقل عن سنتين لجميع المحتويات جميع المحتويات تكون ضمن حقيبة من الجلد المشمع المخصص للحقائب الاسعافية وتتسع لجميع المحتويات	حقيبة اسعافات أولية

10	10	قطعة	مصنوعة من البلاستيك الطري الغير نفوذ للمياه، جسم البدلة متصل مع الحذاء، مزودة بحمالات للكتف، القياسات (6 قطع قياس 44، 4 قطعة قياس 45) غير نفوذة للمياه	بدلة غوص
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**Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

[Enter name of authorized staff]

. يشترط على العارض الالتزام بما يلي:

1. أن يمتلك العارض سجل تجاري يخوله مزاوله هذه المهنة.
2. مكان التسليم هو مستودع مديرية النظافة التابع لمجلس المدينة في حلب - حي السريان القديمة.
3. على العارض الربح تنفيذ نموذج عن الألبسة مع الطباعة الخاصة بها واخذ الموافقة عليها قبل توريد كامل الكمية.
4. يتم تقديم نموذج عن الفلكس المطبوع من قبل العارض الربح للموافقة عليه قبل طباعة كامل الكمية.
5. يتم الدفع عند تسليم كامل الكمية وبموجب محضر استلام موقع من إدارة المشروع والجهة المستفيدة ومرفقة بالفواتير النظامية من العارض.
6. يتم خصم 0.5% من قيمة العقد عن كل يوم تأخير على ألا تتجاوز مدة التأخير أكثر من 20 يوم.
7. المنظمة غير مسؤولة عن زيادة الأسعار بعد إرسال العقد وعلى العارض تنفيذ الأعمال بالأسعار التي تم التقدم بموجبها على المناقصة ولغاية انتهاء مدة تنفيذ المشروع.

FORM FOR SUBMITTING SUPPLIER'S QUOTATION
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²)

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. UNDP-SYR-RFQ-043-19:

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

Item No.	Description/Specification of Goods	Qty	Latest Delivery Date (15 يوم من تاريخ توقيع العقد)	Unit Price	Total Price per Item
Lot 1	بدلة عمل	640			
	صدرية عمل	46			
	قيعة قماش	430			
	جزمة بلاستيك	730			
	حذاء حماية للعمال	60			
	قفازات جلد/ كتان	810			
	خوذة حماية	250			
	قفازات بلاستيك	2,000			
	كامات	4,000			
	Total Prices of Goods³				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

³ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

TABLE 2: Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Qty	Latest Delivery Date (15 يوم من تاريخ توقيع العقد)	Unit Price	Total Price per Item
Lot 2	مكنسة شارع كبيرة	350			
	مجرفة (كريك)	340			
	قزمة	200			
	نصاب كريك	100			
	نصاب مكنسة	350			
	نصاب قزمة	100			
	مخل قارص	25			
	عربة يدوية	30			
	مهدة 7 كغ	5			
	مهدة 5 كغ	5			
	زنبيل لنقل الأنقاض	100			
	منشار حديد يدوي	10			
	قطاعة حديد يدوية	10			
	مجرود معدني/ فرشخانة	350			
	قحف حديدي	350			
	فلكس / مطبوعات	10			
	حقيبة اسعافات أولية	3			
بدلة غوص	10				
	Total Prices of Goods⁴				
	Add: Cost of Transportation				
	Add: Cost of Insurance				
	Add: Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

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

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
الالتزام بموعد التسليم المحدد: Delivery Lead Time: 15 days			
Country/ies Of Origin ⁵ : بلد المنشأ:			
الالتزام بجميع فقرات الشروط العامة لبرنامج الأمم المتحدة الإنمائي All Provisions of the UNDP General Terms and Conditions			
الالتزام بتقديم نموذج عن اللباس الموحد للموافقة عليه قبل توريد كامل الكمية			
الالتزام بتقديم نموذج عن الفليكس المطبوع للموافقة عليه قبل توريد كامل الكمية			
Validity of Quotation: 60 Days. صلاحية العرض			
Other requirements [pls. specify]			

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

[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.