



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: May 20, 2019
	REFERENCE: UNDP-SYR-RFQ-047-19

Dear Sir / Madam:

We kindly request you to submit your quotation for **Debris Collection & Removal in Deir Ezzor (Lot 1), Collecting and Removing Debris from Al-Mayadin City (Lot 2) & Collecting and Removing Debris from Dara'a City (Lot 3)** 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 June 9, 2019 or at 13.00 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:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	<p>For Lot 1: دير الزور - شارع سينما فؤاد</p> <p>For Lot 2: دير الزور - مدينة الميادين</p> <p>For Lot 3: مدينة درعا</p>
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	<p>60 days for Lot 1 & 2 from the issuance of the Purchase Order (PO).</p> <p>45 days for Lot 3 from the issuance of the Purchase Order (PO).</p>
Preferred Currency of Quotation	<p><input checked="" type="checkbox"/> United States Dollars</p> <p>However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.</p>
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	,Sunday, June 09, 2019 and at or before 1:00 PM Damascus time.
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<p><input checked="" type="checkbox"/> English</p> <p><input checked="" type="checkbox"/> Arabic</p>
Documents to be submitted	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Latest Business Registration Certificate;</p> <p><input checked="" type="checkbox"/> Company Profile proofing that the vendor has at least one year of experience and has implemented at least one project for debris or solid waste removal.</p> <p><input checked="" type="checkbox"/> Attesting ownership or leasing document of the vehicles.</p>

	<input checked="" type="checkbox"/> Details about the executed projects (quantities, the beneficiary with evaluation of the performance and providing their contact details); <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	Payment to be settled in to two installments, the first of which shall be 50% of the contract value when collecting and transferring 60% of the rubble and the second 50% of the contract value when collecting and transferring the remaining quantities.
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 services based on full compliance with RFQ requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Conditions of the Services 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.

<p>A Site visit will arrange on. (Mandatory Condition)</p>	<p>For Lot 1: Time: 10:00 A.M. Date: 26 May 2019 Venue: مكتب برنامج الأمم المتحدة الإنمائي بدير الزور-حي القصور- الباب الخلفي لجامع خالد بن الوليد The UNDP focal point for the arrangement is: Mr. Omran Al Hnedy e-mail: om.alhnedy@gmail.com Mobile: 0996 666139</p> <p>For Lot 2: Time: 10:00 A.M. Date: 27 May 2019 Venue: الميادين - شارع الجيش - مقابل مشفى السلام - مقر مشروع جمع وترحيل الأنقاض والنفايات الصلبة The UNDP focal point for the arrangement is: Mr. Omran Al Hnedy e-mail: om.alhnedy@gmail.com Mobile: 0996 666139</p> <p>For Lot 3: Time: 11:00 A.M. Date: 23 May 2019 Venue: Dara'a City Council, then the audience will move to the targeted neighborhoods of Daraa Al Balad at 11:30 A.M. The UNDP focal point for the arrangement is: Mr. Mosa'ab Abazid e-mail: msabazeed@gmail.com Mobile: 0947 72211 6</p>
<p>Contact Person for Inquiries (Written inquiries only)¹</p>	<p><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.</p>

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 20, 2019

الشروط الفنية الخاصة بجمع وترحيل الأنقاض بدير الزور

Lot 1:

المتطلبات	
35000م دير الزور	<p>الأعمال المطلوبة لجمع وترحيل 5,000م3 من الأنقاض من مدينة دير الزور وفق التالي:</p> <p>المناطق الجغرافية التي تتواجد فيها الأنقاض المستهدفة موجودة ضمن مناطق: شارع سينما فؤاد (الكميات التي ظهرت بعد انتهاء مشروع ترحيل الأنقاض السابق نتيجة لتنظيف السكان لمنازلهم او محالهم التجارية) الشيخ ياسين والرديسات والجبيلة وشارع حسن الطه ومناطق تحدد لاحقا وفق الاولويات وحسب رأي الاشراف</p> <p>كمية الأنقاض:</p> <p>نظرا لعدم تجمع الأنقاض في أماكن محددة وانتشارها العشوائي ما يصعب تحديد كمياتها بشكل دقيق وبالتالي سيتم اعتماد العمل بشكل مقطوع حسب الكمية في الكشف التقديري لترحيل كامل الأنقاض ضمن مدة زمنية محددة، ومناطق محددة، حسب الواقع بالكمية المحددة بالعقد حيث تقدر بحوالي 5,000 متر مكعب</p>
10 عمال	<p>العمالة اللازمة:</p> <p>1. توفير عمالة ضمن العقد بشكل يومي بعدد 10 عامل متضمنة السائقين ومعاونيهم وعلى المتعهد تقديم جدول شهري (25 يوم من كل شهر) يتضمن الأسماء الثلاثية للعمال وأرقام هواتفهم والرقم الوطني من خلال جدول دوام يومي يسلم لإدارة المشروع بحيث تتضمن العمالة سائقي الآليات ومعاونيهم بالإضافة إلى أي عمالة أخرى يقدمها المتعهد خلال عمليات الترحيل.</p>
9 آلات	<p>الآليات المطلوبة لأعمال ترحيل 5000م3 من الأنقاض بدير الزور:</p> <p>■ تم تقدير حاجة قطاع العمل لترحيل الأنقاض من الآليات بـ:</p> <p>a. باكر جنزير (استطاعة المحرك 209 كيلو واط (280) حصان سرعة التآرجح 8,98 دورة بالدقيقة عزم الدوران التآرجح 108,6 كيلو نيوتن لكل 1م) لسحب الأنقاض عدد 1/ بمدة (5 أيام) يوم ضمن فترة العقد.</p> <p>b. نقار جنزير (استطاعة المحرك 209 كيلو واط (280) حصان سرعة التآرجح 8,98 دورة بالدقيقة عزم الدوران التآرجح 108,6 كيلو نيوتن لكل 1م مزود بنقار عدد 1/ بمدة (20 يوم) يوم ضمن فترة العقد.</p> <p>c. بوبكات (استطاعة المحرك 34,3 كيلو واط (46) حصان وبسطل بسعة 0,28م3 وبوزن تشغيل بحدود 6,5 طن) لتنظيف الطرق والأرصفت وتجميعها في محاور الطرق عدد 1/ بمدة عمل (40 يوم).</p> <p>d. تركس دولاب لتجميع الأنقاض وتحميلها في القلابات عدد 1/ بمدة عمل (40 يوم) ضمن فترة العقد.</p> <p>e. تركس جنزير او دولاب لفتح الطرقات, (استطاعة محرك 225 كيلو واط (300) حصان بسعة سطل 3م3 شفرة بدون اسنان ووزن تشغيل بحدود 17طن وبقوة قطع بحدود 140 كيلو نيوتن, بمدة (20) يوم عمل ضمن فترة العقد.</p> <p>f. قلاب عدد 4/ بحجم لا يقل عن 10 م3 بمدة عمل (40) يوم ضمن فترة العقد.</p>

الشروط الفنية الخاصة بجمع وترحيل الأنقاض في مدينة الميادين

Lot 2:

المتطلبات	
3000م ³ الميادين	<p><u>الأعمال المطلوبة لجمع وترحيل 3000 م³ من الأنقاض من مدينة الميادين وفق التالي:</u></p> <p>المناطق الجغرافية المستهدفة وفق الاولويات وحسب جهة الاشراف هي:</p> <ol style="list-style-type: none"> 1. المنطقة الشرقية ومنطقة الوسط (السوق المقيي ومايحيط به) 2. شارع الجيش وشارع صلاح الدين باتجاه الجنوب 3. الغرب-شارع الوحدة باتجاه شارع الاربعين ومركز انعاش الريف. <p><u>كمية الأنقاض:</u></p> <p>نظرا لعدم تجمع الأنقاض في أماكن محددة وانتشارها العشوائي ما يصعب تحديد كمياتها بشكل دقيق وبالتالي سيتم اعتماد العمل بشكل مقطوع حسب الكمية في الكشف التقديري لترحيل كامل الأنقاض ضمن مدة زمنية محددة، ومناطق محددة، حسب الواقع بالكمية المحددة بالعقد حيث تقدر بحوالي 3,000 متر مكعب.</p>
10عمال الميادين	<p><u>العمالة اللازمة:</u></p> <ol style="list-style-type: none"> 1. توفير عمالة ضمن العقد بشكل يومي بعدد 10 عامل متضمنة السائقين ومعاونيهم وعلى المتعهد تقديم جدول شهري (25 يوم من كل شهر) يتضمن الأسماء الثلاثية للعمال وأرقام هواتفهم والرقم الوطني من خلال جدول دوام يومي يسلم لإدارة المشروع بحيث تتضمن العمالة سائقي الآليات ومعاونيهم بالإضافة إلى أي عمالة أخرى يقدمها المتعهد خلال عمليات الترحيل.
9 آليات	<p><u>الآليات المطلوبة لأعمال ترحيل 3000م³ من الأنقاض بمدينة الميادين:</u></p> <p>■ تم تقدير حاجة قطاع العمل لترحيل الأنقاض من الآليات بـ:</p> <ol style="list-style-type: none"> a. باكر جنزير (استطاعة المحرك 209 كيلو واط (280) حصان سرعة التآرجح 8,98 دورة بالدقيقة عزم الدوران التآرجح 108,6 كيلو نيوتن لكل 1م) لسحب الأنقاض عدد 1/ بمدة (3 أيام) يوم ضمن فترة العقد. b. نقار جنزير (استطاعة المحرك 209 كيلو واط (280) حصان سرعة التآرجح 8,98 دورة بالدقيقة عزم الدوران التآرجح 108,6 كيلو نيوتن لكل 1م مزود بنقار عدد 1/ بمدة (10) يوم ضمن فترة العقد. c. بوبكات (استطاعة المحرك 34,3 كيلو وات (46) حصان وبسطل بسعة 3م³,28 وبوزن تشغيل بحدود 6,5 طن) لتنظيف الطرق والأرصفة وتجميعها في محاور الطرق عدد 1/ بمدة عمل (30) يوم. d. تركس دولاب لتجميع الأنقاض وتحميلها في القلابات عدد 1/ بمدة عمل (30) يوم ضمن فترة العقد.

	<p>e. تركس جنزير او دولاب لفتح الطرقات, (استطاعة محرك 225 كيلو واط (300) حصان بسعة سطل 3م3 شفرة بدون اسنان ووزن تشغيل بحدود 17طن وبقوة قطع بحدود 140 كيلو نيوتن, بمدة (15) يوم عمل ضمن فترة العقد.</p> <p>f. قلاب عدد 4/ بحجم لا يقل عن 10 م 3 بمدة عمل (30) يوم ضمن فترة العقد.</p>
--	--

الشروط الفنية الخاصة بجمع وتحويل الأنقاض في مدينة درعا

Lot 3:

المتطلبات	
3م11,000 درعا	<p><u>الأعمال المطلوبة لجمع وتحويل 11,000 م³ من الأنقاض من مدينة درعا وفق التالي:</u></p> <p><u>كمية الأنقاض:</u></p> <p>نظرا لعدم تجمع الأنقاض في أماكن محددة وانتشارها العشوائي ما يصعب تحديد كمياتها بشكل دقيق وبالتالي سيتم اعتماد العمل بشكل مقطوع حسب الكمية في الكشف التقديري لتحويل كامل الأنقاض ضمن مدة زمنية محددة، ومناطق محددة، حسب الواقع بالكمية المحددة بالعقد حيث تقدر بحوالي 11,000 متر مكعب ويتم تحويلها إلى مكب البحار والذي يبعد عن مدينة درعا من 5-6 كم.</p>
10 عمال درعا	<p><u>العمالة اللازمة:</u></p> <p>توفير عمالة ضمن العقد بشكل يومي بعدد 10 عامل متضمنة السائقين ومعاونيهم وعلى المتعهد تقديم جدول شهري (25 يوم من كل شهر) يتضمن الأسماء الثلاثية للعمال وأرقام هواتفهم والرقم الوطني من خلال جدول دوام يومي يسلم لإدارة المشروع بحيث تتضمن العمالة سائقي الآليات ومعاونيهم بالإضافة إلى أي عمالة أخرى يقدمها المتعهد خلال عمليات التحويل.</p>
6 آلات	<p><u>الآليات المطلوبة لأعمال تحويل 11,000 م³ من الأنقاض بمدينة درعا:</u></p> <p>■ تم تقدير حاجة قطاع العمل لتحويل الأنقاض من الآليات بـ:</p> <p>a. تركس كبير سعة السطل 2 م³ عدد 1/</p> <p>b. تركس صغير سعة السطل 1 م³ عدد 1/</p> <p>c. قلاب سعة 10 م³ عدد 3/</p> <p>d. بوبكات صغير عدد 1/</p>

معلومات أساسية:

أنواع ومكونات الانقراض:

عبارة عن ركام الأبنية المهدومة إضافة إلى المخلفات المعدنية والبلاستيكية الموجودة في الشارع والناطقة عن المحلات التجارية الممتدة في المناطق المحددة في الاعلان.

تسليم موقع العمل:

يتم تسليم موقع العمل بعد إنهاء المهلة المحددة للمواطنين اصحاب المنازل المتضررة من قبل مجلس المدينة والتي تسمح للراغبين بإلقاء الأنقاض الموجودة في منازلهم إلى الشوارع الرئيسية, (اسبوع بعد التعاقد) ويعتبر أمر المباشرة للعمل في اليوم التالي لتسليم موقع العمل ويتم تنفيذ العمل بإشراف جهاز الاشراف من قبل برنامج الامم المتحدة الانمائي بالإضافة إلى ممثلين عن المحافظة ومجلس المدينة.

كما يمكن لادارة المشروع الطلب من المتعهد اعادة التحميل من المناطق التي تم تنظيفها ان ظهرت اكوام انقاض جديدة نتيجة تنظيف السكان لمنازلهم بعد عملية الترحيل الاولى ضمن الكميات المتعاقد عليها مع المتعهد.

في حال ظهر وفر في الكميات يتم الاتفاق على مناطق جغرافية جديدة وفق توجيهات الفريق الميداني لبرنامج الامم المتحدة الانمائي بالتنسيق مع مجالس المدن المعنية كما يمكن اجراء مناقلة بين الكميات في المدينتين مع مراعاة الفروق في السعر وفق ما سيتم التعاقد عليه مع المتعهد حيث ترحل الانقاض بعد تحميلها إلى المكب المخصص والمعتمد من قبل مجالس المدن المعنية .

يحق لادارة المشروع بالتنسيق مع لجنة الاشراف والفريق الميداني الطلب من المتعهد ان يقوم بنقل الانقاض من مناطق اخرى داخل المدينة في حال انتهت الاعمال في المنطقة المتعاقد على ازالة الانقاض منها دون الوصول الى الكمية المتعاقد عليها وبنفس السعر الوارد في العقد ونفس الشروط حتى الوصول الى اجمالي الكمية المتفق عليها.

مدة التنفيذ:

- **المجموعتين 1 + 2:** 60 يوم بدءاً من تاريخ اليوم التالي لاستلام الموقع (على ان لا يتجاوز تاريخ استلام الموقع 7 أيام عمل من تاريخ العقد), توزع ايام العمل الفعلية للأليات على المدة العقدية للمشروع البالغة مدتها 60 يوم.

- **المجموعة 3:** 45 يوم بدءاً من تاريخ اليوم التالي لاستلام الموقع (على ان لا يتجاوز تاريخ استلام الموقع 7 أيام عمل من تاريخ العقد), توزع ايام العمل الفعلية للأليات على المدة العقدية للمشروع البالغة مدتها 45 يوم.

التزامات المتعهد والشروط الفنية:

- (1) يشترط على العارض المتقدم أن يكون لديه حساب مصرفي وسجل تجاري وممارساً للمهنة، وعلى العارض تقديم وثيقة تثبت ذلك من الجهات المعنية.
- (2) يشترط أن يكون المتقدم لديه خبرة لا تقل عن سنة و قد قام بتنفيذ مالا يقل عن مشروع لترحيل الانقراض او النفايات الصلبة وعليه ان يقدم تفصيل عن المشاريع المنفذة (الكميات, الجهة المستفيدة مع تقييم اداء من قبلها واعطاء بيانات الاتصال بها)
- (3) يقوم المتعهد بتقديم عرض فني تفصيلي بما يتوافق مع متطلبات التنفيذ متضمن آلية وخطة عمل مرفقة بها الخطة الزمنية.
- (4) يتم الصرف على دفعتين : الأولى 50 % من قيمة العقد عند جمع وترحيل 60% من كمية الانقراض والثانية 40 % من قيمة العقدي عند جمع وترحيل باقي كمية الانقراض.
- (5) يتم خصم 0.5% من قيمة العقد عن كل يوم تأخير على أن لا تتجاوز مدة التأخير أكثر من 20 يوم.
- (6) لا يجوز للعارض مهما كانت الاسباب الاستعانة باليات مملوكة لأي جهة حكومية وسيتم الغاء اي نقلات يتبين انها تمت باليات غير مملوكة للقطاع الخاص.
- (7) يجب على العارض تقديم وثيقة تثبت ملكيته للأليات او استئجارها.
- (8) على المتعهد تنفيذ أعمال تسوية للمكب المتعاقد عليه على نفقته بناءً على رأي كادر المشروع المشرف والجهة المستفيدة مجالس المدن المعنية.
- (9) كافة أعمال التحميل والترحيل (والتكسير عند الحاجة) يتحملها المتعهد و تتم تحت رقابة ومتابعة جهاز إشرافي معين من قبل كادر البرنامج وبمشاركة فنيين من مجالس البلديات المعنية ويتم التوقيع على المحاضر وفق ما ذكر أعلاه.
- (10) يتم تنظيم دفتر دليل ورشة ويسلم لكادر المشروع المسؤول عن متابعة العمل ويدقق دورياً من المشرف المسؤول المعين من قبل برنامج الأمم المتحدة الانمائي، حيث يذكر فيه الأعمال المنجزة يومياً وكمية الانقراض المرحلة من المواقع المستهدفة إلى المكب المعتمد والأليات العاملة وعددها وعدد ساعات العمل وعدد النقلات المنجزة وكل ما يطرأ على سير العمل في الموقع بالتفصيل وموقع أصولاً من قبل الجهات المعنية.
- (11) التقيد بالشروط والتعليمات المتعلقة بتنفيذ الأعمال المذكورة أعلاه.
- (12) الموافقات وتقديم اوراق الاعتماد والتسهيلات تقع على عاتق المتعاقد.
- (13) على المتعهد اتخاذ كافة التدابير والاحتياطات اللازمة وفق رأي الجهة المشرفة على المشروع من أجل الحماية والسلامة العامة والخاصة لعاملي المشروع، حيث يتحمل المتعهد كامل المسؤولية في حال حدوث أي أضرار بشرية أو مادية خاصة أو عامة في الأرواح والممتلكات والأليات والمرافق العامة أثناء الترحيل , وبرنامج الأمم المتحدة الإنمائي بريء الذمة وليس له أي علاقة بذلك حيث تقع على عاتق المتعهد دفع كافة التعويضات والأضرار في حال حصولها لمستحقيها أصولاً وتقديم تصريح خطي بذلك.
- (14) يتم تقديم العرض بناءً على زيارة ميدانية للموقع ولن يتم قبول العروض التي لم يشارك مقدميها بالزيارة الميدانية.
- (15) وحدة العمل للأليات (عدا تركس التجميع والتحميل وشاحنات نقل الانقراض) هي اليوم حيث تحدد ساعات العمل اليومي بـ 8 ساعات متواصلة وفي حال الانقطاع لاسباب لا علاقة للمشروع بها فعلى المتعهد تعويض ساعات العمل للوصول الى 8 ساعات عمل يومياً علماً ان وقت الانتقال بين المواقع المختلفة للعمل يعتبر جزء من وقت عمل الالية.

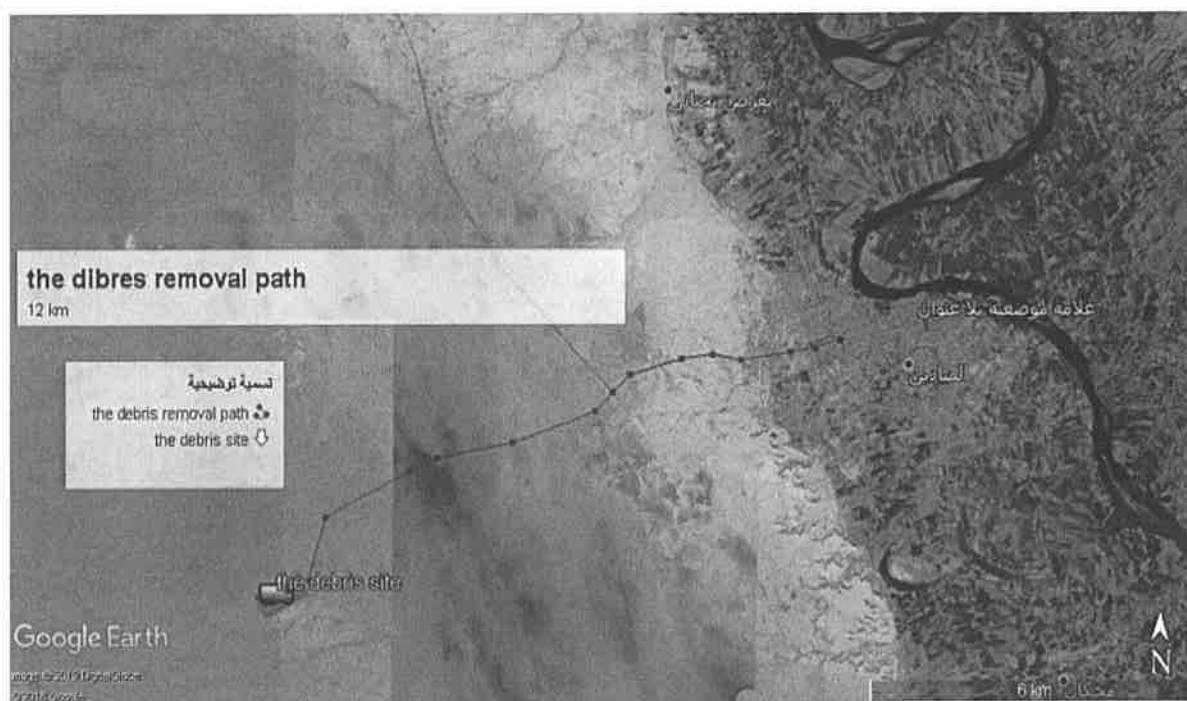
- 16) خلال فترة التنفيذ، يقدم المتعهد يومياً جدول يتضمن الآليات الموجودة وعددها مع أرقامها وأسماء السائقين لإدارة المشروع وعلى كل سيارة الاحتفاظ بسجل النقل التي تنفذها ويجب ان يوقع يومياً من المشرفين ويصدق من المراقبين ومن مدير المشروع.
- 17) يعتبر المتعهد مسؤولاً عن أية أضرار ناتجة عن آلياته خلال فترة تنفيذ العقد.
- 18) على المتعهد الالتزام بتنفيذ بخطة العمل المقدمة من إدارة المشروع وإنهاء كافة أعمال الترحيل ضمن المدة المحددة.
- 19) التزام الآليات بالتفريغ في المكب المعتمد حصراً وأية مخالفة تستوجب شطب وعدم احتساب النقلة.
- 20) على المتعهد تقديم التصريحات الخطية المطلوبة (العمالة، زمن التنفيذ، الآليات عددها ونوعها) مع العرض.
- 21) على المتعهد الالتزام بتقديم آليات بديلة في حال تعطل أحدها خلال مدة لا تتجاوز يومان وعلى المتعهد إبلاغ إدارة المشروع في حال وجود أي تعديل على الآليات من زيادة أو نقصان أو عمليات صيانة أو إصلاح من خلال كتاب خطي والالتزام عمل هذه الآليات ضمن مناطق المشروع المحددة فقط ويتحمل مسؤوليتها في حال عملها خارج نطاق مناطق المشروع بعد إبلاغ إدارة المشروع.
- 22) على العارض أن يقدم عرضه لكامل الكمية المذكورة أعلاه لكل مجموعة بشكل منفصل كما عليه أن يحدد السعر للمتر المكعب الواحد حيث سيتم الدفع وفقاً للكمية المنفذة فعلياً سواء بالزيادة (لا يتم ترحيل كميات زائدة عن العقد الا بموافقة خطية من ادارة برنامج الامم المتحدة الانمائي\ قسم المشتريات في دمشق) أو النقصان.
- 23) يلتزم العارض بتقديم تفاصيل التكاليف (تحليل للسعر) تشمل كلف الآليات لكل نوع على حدى وكلفة العمالة وفق الجدول المرفق مع الاعلان.

Targeted Areas



Landfill site in Deir Ezzor





The Technical Conditions for the Debris Collection & Removal in Deir Ezzor

Lot:1

Requirements	
<p><u>The required works for collecting and removing 5000m³ of debris from the city of Deir Ezzor according to the following:</u></p> <p>The geographic areas where the targeted debris is located in Fouad Cinema Street (the quantities resulting on completion of the previous debris removal project as a result of the people cleaning their homes or shops), Al-Sheikh Yassin, Al-Rdeissat, Al-Jbeilah, Hasan Al-Taha Street and other areas to be specified later according to priorities and the opinion of the supervising body.</p> <p><u>Debris Quantities:</u></p> <p>Given the random spreading out debris, its quantities are difficult to specify accurately. Therefore, work shall be calculated according to the full quantity accomplished according to the quantities mentioned in the estimative report of removing the entire debris quantities within the specified period and areas and as per the contract – estimated at 5000m³.</p>	5000m ³ Deir Ezzor
<p><u>Labor:</u></p> <ol style="list-style-type: none"> 1. Providing a daily number of 10 workers including the vehicles drivers and their assistants. The contractor shall submit a monthly table (on the 25th of each month) containing the workers' full names, telephone numbers and ID national numbers listed in a daily work table to be submitted to the project administration. This shall include the names of the drivers and their assistants. 	10 workers (vehicles drivers and their assistants)
<p><u>The vehicles required for the removal of 5,000 m³ of rubble in Deir Ezzor:</u></p> <ul style="list-style-type: none"> • <u>The need for vehicles to carry out the work of removing debris was estimated as:</u> <ol style="list-style-type: none"> a. One packer chain excavator (engine capacity: 209kW (280hp), the swing speed is 8.98rpm, the swing is 108.6kN/m, to remove debris in five days within the contract period. b. One asphalt breaker (209kW) 280hp, swing speed 8.98rpm, the swing is 108.6kN/m, to operate for 20 days within the contract period. c. One Bobcat 34.3 kW (46 hp and a bucket capacity of 0.28m³ and a running weight up to 6.5 tons) for cleaning roads and sidewalks and assembling rubble in road axes within 40 days. d. One wheel-loader to collect the rubble and load it onto dump trucks within 40 days of the contract period. e. One chain or wheel loader to open the roads (225kW, 300hp with a teeth less bucket capacity of 3m³ and operating weight of 17 tons and a cut force up to 140kN, within 20 working days of the contract period. f. Four dump trucks at least 10m³ for a period of 40 days within the contract period. 	9 Vehicles

The Technical Conditions for collecting and removing debris from Al-Mayadin City

Lot: 2

Requirements	
<p><u>The required works for collecting and removing 3000m³ of debris from the city of Al-Mayadin according to the following:</u></p> <p>The geographic areas according to priorities and opinion of the supervisory body:</p> <ol style="list-style-type: none"> 1. Eastern and Middle regions (Domed Market and its surroundings) 2. Al-Jaish Street and Salah Eddin Street southward 3. The west – Al-Wehda Street towards Al-Arba’een street and the Countryside Revival Center <p><u>Debris Quantities:</u></p> <p>Given the random spreading out debris, its quantities are difficult to specify accurately. Therefore, work shall be calculated according to the full quantity accomplished according to the quantities mentioned in the estimative report of removing the entire debris quantities within the specified period and areas and as per the contract – estimated at 3000m³.</p>	3000m ³ Al-Mayadin
<p><u>Labor:</u></p> <ol style="list-style-type: none"> 1. Providing a daily number of 10 workers including the vehicles drivers and their assistants. The contractor shall submit a monthly table (on the 25th of each month) containing the workers’ full names, telephone numbers and ID national numbers listed in a daily work table to be submitted to the project administration. This shall include the names of the drivers and their assistants. 	10 workers (vehicles drivers and their assistants)
<p><u>The vehicles required for the removal of 3,000 m³ of rubble in Al-Mayadin:</u></p> <p><u>The need for vehicles to carry out the work of removing debris was estimated as:</u></p> <ol style="list-style-type: none"> a. One packer chain excavator (engine capacity: 209kW (280hp), the swing speed is 8.98rpm, the swing is 108.6kN/m, to remove debris in three days within the contract period. b. One asphalt breaker (209kW) 280hp, swing speed 8.98rpm, the swing is 108.6kN/m, to operate for 10 days within the contract period. c. One Bobcat 34.3 kW (46 hp and a bucket capacity of 0.28m³ and a running weight up to 6.5 tons) for cleaning roads and sidewalks and assembling rubble in road axes within 30 days. d. One wheel-loader to collect the rubble and load it onto dump trucks within 30 days of the contract period. e. One chain or wheel loader to open the roads (225kW, 300hp with a toothless bucket capacity of 3m³ and operating weight of 17 tons and a cut force up to 140kN, within 15 working days of the contract period. f. Four dump trucks at least 10m³ for a period of 30 days within the contract period 	9 Vehicles

The Technical Conditions for collecting and removing debris from Dara'a City

Lot: 3

Requirements	
<p><u>The required works for collecting and removing 11,000m³ of debris from the city of Dara'a according to the following:</u></p> <p><u>Debris Quantities:</u> Given the random spreading out debris, its quantities are difficult to specify accurately. Therefore, work shall be calculated according to the full quantity accomplished according to the quantities mentioned in the estimative report of removing the entire debris quantities within the specified period and areas and as per the contract – estimated at 11,000 m³.</p>	11,000 m ³ Dara'a
<p><u>Labor:</u></p> <ol style="list-style-type: none"> 1. Providing a daily number of 10 workers including the vehicles drivers and their assistants. The contractor shall submit a monthly table (on the 25th of each month) containing the workers' full names, telephone numbers and ID national numbers listed in a daily work table to be submitted to the project administration. This shall include the names of the drivers and their assistants. 	10 workers (vehicles drivers and their assistants)
<p><u>The vehicles required for the removal of 3,000 m³ of rubble in Al-Mayadin:</u> <u>The need for vehicles to carry out the work of removing debris was estimated as:</u></p> <ol style="list-style-type: none"> a. Big trucks with capacity of 2m³ Qty (1). b. Small truck with capacity of 1 m³ Qty (1) c. Dump trucks with capacity of 10 m³ per 1 transfer Qty (3). d. Small Bobcats Qty (1) 	6 Vehicles

Basic Information:**Debris Kinds and Components:**

The rubble of demolished buildings in addition to metal and plastic waste in the streets being removed from the shops in the areas specified in the announcement

Worksite Delivery:

The worksite shall be delivered after the end of the deadline given to the owners of the damaged houses by the city council, which allows those who wish to throw rubble from their homes to the main streets (a week after the contract). The order to start work shall be on the day following the delivery of the work site. The work shall be supervised by the UNDP as well as representatives from the governorate and city council.

The project administration can also ask the contractor to re-work in the areas that have been cleaned if new piles of rubble have emerged as a result of the residents cleaning their homes after the first transfer within the quantities contracted with the contractor.

In case extra amounts were found, agreement on new geographic areas shall be made according to the instructions of the UNDP field staff in coordination with the concerned cities' councils. Moreover, a swap between the quantities in both cities shall be conducted taking into account differences in prices as debris shall be removed to the landfill specified by cities councils.

The Project Administration shall be entitled, in coordination with the Supervisory Committee and the Field Team, to request the contractor to transfer the rubble from other areas within the city if the work in the area is completed without meeting the target contracted quantity at the same price and conditions mentioned in the contract until meeting the target agreed upon.

Execution Period:

For Lot 1 + 2: 60 days from the date of the day following the receipt of the site (provided that the date of receipt of the site does not exceed 7 working days from the date of signing the contract). The actual working days of the vehicles shall be distributed over the 60-day period of the project.

For Lot 3: 45 days from the date of the day following the receipt of the site (provided that the date of receipt of the site does not exceed 7 working days from the date of signing the contract). The actual working days of the vehicles shall be distributed over the 60-day period of the project.

The Contractor's obligations and technical conditions:

- 1) The bidder shall be required to have a bank account, a commercial register and a practicing profession. The bidder shall submit a document proving this from the concerned authorities.
- 2) The applicant must have at least one year of experience and has implemented at least one project for debris or solid waste removal. He shall provide details about the executed projects (quantities, the beneficiary with evaluation of the performance and providing their contact details)
- 3) The contractor shall provide a detailed technical offer in accordance with the requirements of implementation including a mechanism and action plan attached to the time plan.

- 4) Payment to be settled into two installments, the first of which shall be 50% of the contract value when collecting and transferring 60% of the rubble and the second 50% of the contract value when collecting and transferring the remaining quantities.
- 5) 0.5% per day shall be deducted from the contract value provided that the delay period shall not exceed 20 days.
- 6) **The bidder shall not, for whatever reason, use vehicles owned by any governmental office. Any transfers that are found to have been made by vehicles not owned by the private sector shall be canceled.**
- 7) **The bidder must submit a document attesting ownership or leasing of the vehicles.**
- 8) The contractor shall carry out settlement works for the contracted landfill at his expense, based on the opinion of the project's supervisory staff and the beneficiary "Deir Ezzor City Council".
- 9) All the works of loading and transferring (and breaking, if needed) shall be borne by the contractor and under the supervision and follow-up of a supervisory body appointed by the UNDP staff and the participation of technicians from the municipality of Deir Ezzor. Records shall be signed as is mentioned above
- 10) A workshop manual shall be organized and delivered to the project staff responsible for the follow-up work and shall be periodically verified by the designated supervisor appointed by the UNDP. It shall include the daily work performed, the amount of debris transferred from the targeted sites to the landfill, the working vehicles, number of work hours, completed transfers and all the progress of the work in the site in detail. This shall be duly signed by the concerned authorities.
- 11) Compliance with the conditions and instructions related to the implementation of the abovementioned works.
- 12) Approvals and the provision of credentials and facilitations shall be the responsibility of the Contractor.
- 13) The contractor shall take of precautionary measures that the supervisory body sees necessary for the public and private protection. He shall be fully responsible for any public or private damages to people, property, vehicles or public facilities, for which the UNDP shall not be responsible, and the contractor shall compensate for all the damages, if any, to worthwhile recipients and **declare that in writing.**
- 14) **The offer shall be submitted on the basis of a field visit to the site. Offers whose sponsors did not participate in the field visit shall not be accepted.**
- 15) The working unit of the vehicles (except for collection and loading vehicles and debris transferring trucks) shall be one day where the daily working hours are set at 8 continuous hours. In case of interruption due to reasons unrelated to the project, the contractor must compensate working hours to reach 8 work hours per day. Working sites are part of the vehicle's working time.
- 16) During the implementation period, the contractor shall submit a daily table containing the existing vehicles, their numbers, number plates and drivers' names to the project administration, each vehicle must maintain a register of the transfers carried out that must be signed daily by supervisors and certified by the inspectors and the project manager.
- 17) The Contractor shall be liable for any damages caused by his vehicles during the period of execution of the contract.
- 18) The contractor must comply with the implementation of the work plan submitted by the project administration and terminate all transferring work within the specified period.

- 19) Vehicles must commit to unloading in the approved landfill exclusively. Any violation shall require writing off and not counting the transfer.
- 20) The contractor must submit the required written declarations (employment, execution time, vehicles number and types) with the offer.
- 21) The Contractor shall be obliged to provide alternative vehicles in the event of failure of one of them within a period of not more than two days. The Contractor shall notify the Project Administration in the event of any change to the vehicles' number, and shall be responsible if they operate outside the project areas after reporting to the project administration.
- 22) The bidder shall submit his offer for the whole quantities mentioned above for each lot separately. He, moreover, shall specify the price per cubic meter, as payment shall be made according to the actually accomplished quantities more or less (any extra quantities not mentioned in the contract shall not be removed unless approved in writing by the UNDP procurement office in Damascus).
- 23) **The bidder shall commit to submitting the details of the costs (price analysis) including the costs of each of the vehicles and labor costs according to the table annexed with the announcement.**

Targeted Areas



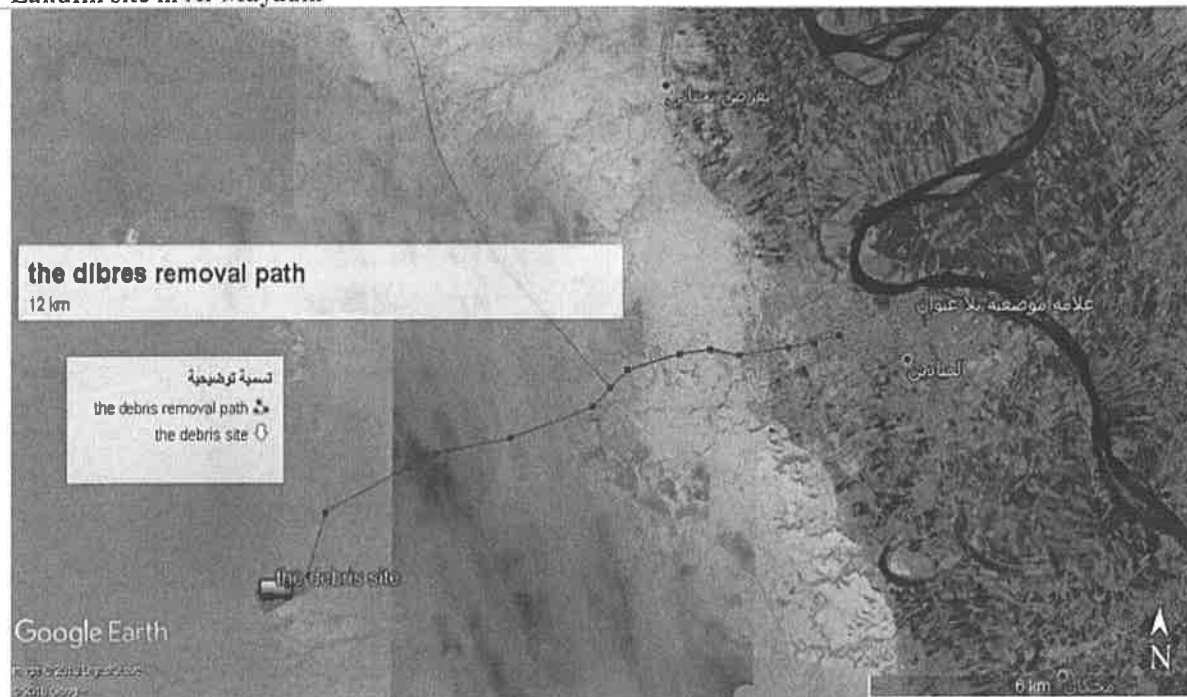
Landfill site in Deir Ezzor



Targeted Areas



Landfill site in Al-Mayadin



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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No.047-19:

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

(Lot 1)

Item No	Description of Services	Qty	Duration	Unit Price	Total Unit Price
1	الكلفة الاجمالية لنقل الانقاض بالمتر المكعب All-inclusive cost of debris removal in cubic meter"	5000 cubic meter	60 Days		
2	باكر جنزير لسحب الانقاض استطاعة المحرك 209 كيلو واط (280) حصان سرعة التارجح 8,98 دورة بالدقيقة عزم الدوران التارجح 108,6 كيلو نيوتن لكل 1م	1	5 Days		
3	بوبات لتجميع الانقاض وفتح الشوارع الفرعية استطاعة المحرك 34,3 كيلو واط (46) حصان وبسطل بسعة 3م0,28 وبوزن تشغيل بحدود 6,5 طن	1	40 Days		
4	نقار كبير لتكسير الكتل البيتونية استطاعة المحرك 209 كيلو واط (280) حصان سرعة التارجح 8,98 دورة بالدقيقة عزم الدوران التارجح 108,6 كيلو نيوتن لكل 1م	1	20 Days		
5	تركس دولاب لتجميع الانقاض وتحميلها في القلابات.	1	40 Days		
6	تركس جنزير او دولاب لفتح الشوارع استطاعة محرك 225 كيلو واط (300) حصان بسعة سطل 3م3 شفرة بدون اسنان ووزن تشغيل بحدود 17طن وبقوة قطع بحدود 140 كيلو نيوتن	1	20 Days		
7	سيارات قلاب مخصصة لنقل الانقاض بقياسات مختلفة لا تقل سعتها عن 10 متر مكعب للنقلة الواحدة.	4	40 Days		
8	العمالة اللازمة لتشغيل الاليات ومعاونيهم	10	40 Days		
Total Prices of Services					
Add: Cost of Transportation					
Add: Cost of Insurance					
Add: Other Charges (pls. specify)					
Total Final and All - Inclusive Price Quotation					

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

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

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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

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.047-19:

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

(Lot 2)

Item No	Description of Services	Qty	Duration	Unit Price	Total Unit Price
1	الكلفة الاجمالية لنقل الانقاض بالمتر المكعب" All-inclusive cost of debris removal in cubic meter"	3000 cubic meter	60 Days		
2	باكر جنزير لسحب الانقاض استطاعة المحرك 209 كيلو واط (280) حصان سرعة التارجح 8,98 دورة بالدقيقة عزم الدوران التارجح 108,6 كيلو نيوتن لكل 1م.	1	3 Days		
3	بوبكات لتجميع الانقاض وفتح الشوارع الفرعية استطاعة المحرك 34,3 كيلو وات (46) حصان وبسطل بسعة 3م0,28 وبوزن تشغيل بحدود 6,5 طن.	1	30 Days		
4	نقار كبير لتكسير الكتل البيتونية استطاعة المحرك 209 كيلو واط (280) حصان سرعة التارجح 8,98 دورة بالدقيقة عزم الدوران التارجح 108,6 كيلو نيوتن لكل 1م.	1	10 Days		
5	تركس دولاب لتجميع الانقاض وتحميلها في القلابات.	1	30 Days		
6	تركس جنزير او دولاب لفتح الشوارع استطاعة محرك 225 كيلو واط (300) حصان بسعة سطل 3م3 شفرة بدون اسنان ووزن تشغيل بحدود 17 طن وبقوة قطع بحدود 140 كيلو نيوتن.	1	15 Days		
7	سيارات قلاب مخصصة لنقل الانقاض بقياسات مختلفة لا تقل سعتها عن 10 متر مكعب للنقلة الواحدة.	4	30 Days		
8	العمالة اللازمة لتشغل الاليات ومعاونتهم.	10	30 Days		
Total Prices of Services					
Add: Cost of Transportation					
Add: Cost of Insurance					
Add: Other Charges (pls. specify)					
Total Final and All - Inclusive Price Quotation					

⁴This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁶

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁷)

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.047-19:

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

(Lot 3)

Item No	Description of Services	Qty	Duration	Unit Price	Total Unit Price
1	الكلفة الاجمالية لنقل الانقاض بالمتر المكعب" All-inclusive cost of debris removal in cubic meter"	11,000 cubic meter	45 Days		
2	تركس كبير سعة السطل 2 م ³	1	45 Days		
3	تركس صغير سعة السطل 1 م ³	1	45 Days		
4	قلاّب سعة 10 م ³	3	45 Days		
5	بوابكات صغير	1	45 Days		
6	العمالة اللازمة لتشغل الاليات ومعاونيهم	10	45 Days		
Total Prices of Services					
Add: Cost of Transportation					
Add: Cost of Insurance					
Add: Other Charges (pls. specify)					
Total Final and All - Inclusive Price Quotation					

⁶This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TABLE 4: 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>
Delivery Lead Time (60 Days for Lot 1 & 2 and 45 days for Lot 3)			
Validity of Quotation (60 Days)			
All Provisions of the UNDP General Terms and Conditions			
Technical Conditions			
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]

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.