



REQUEST FOR QUOTATION (RFQ) (PROVISION OF 31 FULL SOLAR SYSTEMS)

DATE: 19 Sep, 2019.

REFERENCE: RFQ-YEM-0049-2019

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply, Delivery and installation 31 Solar Systems for UNDP as per attached 4 LOTs**, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1 and attached detail specification.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering 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.

ANNEX 1

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DDP – Duty Delivery Paid to Sana’a. Delivery to different locations in YEMEN governorates as mentioned below. All applicable duty delivery paid by the supplier including cost of items, transportation and insurance to destination locations and assumes all risk until arrival at the destination location.																																																									
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier																																																									
Exact Address/es of Delivery Location/s (identify all, if multiple)	<input checked="" type="checkbox"/> Please see the exact locations:																																																									
	<table border="1"> <thead> <tr> <th>Lot #</th><th>Governorate</th><th>District</th></tr> </thead> <tbody> <tr> <td rowspan="19">Lot # 1</td><td rowspan="3">Sanaa Gov.</td><td>Manakha</td></tr> <tr> <td>Hamdan</td></tr> <tr> <td>Hamdan</td></tr> <tr> <td>Sanaa City</td><td>Al-Sabeen</td></tr> <tr> <td rowspan="2">Dhamar</td><td>Dawran</td></tr> <tr> <td>Al-Manar</td></tr> <tr> <td rowspan="4">Taiz</td><td>Khadeer</td></tr> <tr> <td>Mashra'ah wa Hadnan</td></tr> <tr> <td>Sabir Al-Mawadim</td></tr> <tr> <td>Al-Misrakh</td></tr> <tr> <td rowspan="2">Al-Mahweet</td><td>Shebam</td></tr> <tr> <td>Al-Mahweet</td></tr> <tr> <td>Al-Hodeidah</td><td>Al-Marawe'ah</td></tr> <tr> <td>Raimah</td><td>Al-Ja'afariyah</td></tr> <tr> <td>Hajjah</td><td>Bani Al-Awam</td></tr> <tr> <td>Amran</td><td>Eyal Suraih</td></tr> <tr> <td>Ibb</td><td>Baadan</td></tr> <tr> <td>Al-Baidha</td><td>Al-Taffah</td></tr> <tr> <td>Al-Jawf</td><td>Rajozah</td></tr> <tr> <td rowspan="4">Lot # 2</td><td rowspan="3">Al-Hodeidah</td><td>Al-Sukhnah</td></tr> <tr> <td>Al-Marawe'ah</td></tr> <tr> <td>Al-Mansouria</td></tr> <tr> <td>Al-Mahweet</td><td>Al-Khabt</td></tr> <tr> <td></td><td>Raimah</td><td>Al-Jabeen</td></tr> <tr> <td>Lot # 3</td><td>Al-Hodeidah</td><td>Bajil</td></tr> <tr> <td rowspan="2">Lot # 4</td><td>Aden</td><td>Khormaksar- UNDP Sub office</td></tr> <tr> <td>Sana'a</td><td>UNDP Sana'a office</td></tr> <tr> <td></td><td>Hudeida</td><td>Sana'a street-UNDP Sub office</td></tr> </tbody> </table>	Lot #	Governorate	District	Lot # 1	Sanaa Gov.	Manakha	Hamdan	Hamdan	Sanaa City	Al-Sabeen	Dhamar	Dawran	Al-Manar	Taiz	Khadeer	Mashra'ah wa Hadnan	Sabir Al-Mawadim	Al-Misrakh	Al-Mahweet	Shebam	Al-Mahweet	Al-Hodeidah	Al-Marawe'ah	Raimah	Al-Ja'afariyah	Hajjah	Bani Al-Awam	Amran	Eyal Suraih	Ibb	Baadan	Al-Baidha	Al-Taffah	Al-Jawf	Rajozah	Lot # 2	Al-Hodeidah	Al-Sukhnah	Al-Marawe'ah	Al-Mansouria	Al-Mahweet	Al-Khabt		Raimah	Al-Jabeen	Lot # 3	Al-Hodeidah	Bajil	Lot # 4	Aden	Khormaksar- UNDP Sub office	Sana'a	UNDP Sana'a office		Hudeida	Sana'a street-UNDP Sub office	
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UNDP Preferred Freight Forwarder, if any	Up to the supplier
Distribution of shipping documents <i>(if using freight forwarder)</i>	Up to the supplier
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Delivery Lead Time maximum 2 months from receipt of approved purchase order). Time zone: GMT +3 Date: Dec,2019.
Delivery Schedule	<input checked="" type="checkbox"/> Not Required
Packing Requirements	<input checked="" type="checkbox"/> Up to the supplier, Good and standard safe for shipment free from any damage.
Mode of Transport	<input checked="" type="checkbox"/> Up to the supplier to decide the way of the transport as long as delivery date met.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> The vendor is committed to replace and damaged item if the item is below the minimum requirements with full responsibility of cost.
Deadline for the Submission of Quotation	<input checked="" type="checkbox"/> Please refer to e-Tendering website. https://etendering.partneragencies.org Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE:- 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering system Please refer to the attached <u>e-Tendering User Guide for Bidders</u> which describes the entire process from registration to bid submission to contract award notification. Also refer to this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/

	Any hard-copy submission or email submission will be rejected without assigning any reason whatsoever.
Bid Submission Address	<u>e-Tendering Portal</u> https://etendering.partneragencies.org
Electronic submission (email or e-Tendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 5MB <p>If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP/rar folder and upload the folder instead of each file individually. You can upload several ZIP/rar folders, but if you do this, Mandatory subject of email: ITB-YEM-0037-2019.</p>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ¹	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Company profile with previous minimum 3 years experience in supply and installation of Solar systems. <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2 and detail specs, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Previous three contracts/PO in the last 3 years for provision of solar system. <input checked="" type="checkbox"/> Quality certificate for the panels, batteries, cables and inverters. <input checked="" type="checkbox"/> Catalogues for the required items. <input checked="" type="checkbox"/> Warranty confirmation letter as mentioned in each LOT. <input checked="" type="checkbox"/> CVs for key personal including Team Leader with 3 years' experience as a team leader or project manager with BA in Electrical Engineering; 3 Technician (each technician must have 3 years' experience in solar system installation. <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 (optional);
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

¹ First 2 items in this list are mandatory for the supply of imported goods

	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"/> Allowed [The vendor has the right to apply for one LOT or more than one Lots / for all LOTs] As long as they meet the eligibility, qualification and evaluation criteria.
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods and service.
Liquidated Damages	<p><input checked="" type="checkbox"/> Will be imposed as follows: 0.5% penalty against the total Contract/PO value for each day of delay caused in delay of the delivery and installation of the system.</p> <p>When the penalty amount reaches up to a maximum of 10% of the total PO amount, UNDP may cancel the PO. When such delays occur frequently, UNDP reserves the right to terminate the contract at its own discretion.</p>
Currency of Bid	United States Dollar; OR Yemeni Riyals (YER) at the discretion of the bidder. The contract will be signed in the currency in which bidder has submitted their bid. UNDP will use the UN Operational exchange rate for the purpose converting the currency for the bid comparison purpose.
Pre-Bid conference	<p>Will be Conducted</p> <p>Interested bidders invited for pre-bid meeting to answer all the clarification request.</p> <p>Date: 25-Sep-2019 at 11:00am Sana'a Yemen time (GMT +3)</p> <p>Venue: UNDP Sana'a office</p> <p>Address: 60st near to Ministry of Human Right.</p> <p>The UNDP focal point for the arrangement is:</p> <p>Procurement unit</p> <p>E-mail: procurement.yemen@undp.org</p>

<p>Evaluation Criteria [check as many as applicable]</p>	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</p> <p><u>The Quotations, technical and price, will be evaluated at the following stages:</u></p> <p><u>PRELIMINARY EXAMINATION</u></p> <p>The Preliminary evaluation shall assess bid documentation for compliance with the following</p> <ul style="list-style-type: none"> • Bidder is not ineligible against UN vendor sanction lists; • Bid does not include the signed and stamped Bid Submission Form as per the instructions in the RFQ. • Bidder failed to meet the bid validity (60 days) • The Bidder failed to read the minutes of the bidders' conference and to include the relevant points in their bid. • The bidder proposes a major deviation to RFQ Technical Requirement and Specification. • The Bidder failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the RFQ/BOQ listed there which need to be incorporated in the bid. • The bidder declines or proposes a major deviation to UNDP General Conditions of Contract. • The bidder does not submit the Catalogue and specification in the case of goods and systems proposed in which case, UNDP reserves the right to ask for it <p><u>TECHNICAL EVALUATION</u></p> <ul style="list-style-type: none"> ✓ Minimum number of years of experience in supply and installation of solar systems: 3 years; ✓ Minimum number of completed projects/contracts in solar system contract over the past 3 years [previous 3 contracts/purchase orders]; ✓ Full compliance of Bid to the Technical requirements; ✓ Work Schedule (Timeline); 2 months. ✓ CVs for key personal including Team Leader with 3 years' experience as a team leader or project manager with BA in Electrical Engineering; 3 Technician (each technician must have 3 years' experience in solar system installation). ✓ Quality certificate from the manufacturer for section/categories: <u>As mentioned in each LOT.</u> Warranty period from the manufacturer for section/categories: <u>As mentioned in each LOT.</u>
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	<p><u>Financial evaluation.</u></p> <p>Financial offers of the technically responsive bid(s) shall be compared against the lowest bid as well as internal cost estimates and ranked. The lowest priced technically responsive bid shall be recommended for contract/PO award.</p>
UNDP will award to:	<p><input checked="" type="checkbox"/> One or more Proposers, depending on the following factors:</p> <p><input checked="" type="checkbox"/> Each lot is awarded to the bidder who offers the most economically advantageous offer. The award can be for:</p> <p><input checked="" type="checkbox"/> One or more Suppliers: in the event where the evaluation exercise results in the selection of one or more winners; one winner per lot or more lots</p> <p><input checked="" type="checkbox"/> One Supplier: in the event where the evaluation results in the selection of one winner for all lots.</p>
Type of Contract to be Signed	<p><input checked="" type="checkbox"/> Purchase Order</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
Special conditions of Contract	<p><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days</p>
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing Inspection for each item and clearance by end user and UNDP;</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.</p> <p><input checked="" type="checkbox"/> Original Invoice</p>
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2 LOT 1, LOT 2, LOT 3 and LOT 4);</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p>
Contact Person for Inquiries (Written inquiries only)	<p>Contact person: Procurement unit</p> <p>Email: Procurement.yemen@undp.org</p> <p>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.

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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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,

Hari Kafle

Team leader, procurement & Travel

19 Sep, 2019

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Annex 2

PLEASE SEE ATTACHED ANNEX 2 BID SUBMISSION FORM (LOT 1,2,3 AND 4)

TABLE Lot 1 : 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 (supplying and installation maximum 2 months)			
Estimated weight/volume/dimension of the Consignment:	N/A		
Country/ies Of Origin:			
Warranty and After-Sales Requirements	N/A		
a) Training on Operations and Maintenance			
b) Minimum warranty period	As mentioned in specification		
c) Service Unit to be Provided when the Purchased Unit is Under Repair	N/A		
d) Replacement of new product if the supplied consignment is sub-standard or damaged during the delivery (DDP) to the required locations.			
e) Others			
Validity of Quotation (60 days minimum requirement)			
All Provisions of the UNDP General Terms and Conditions (must comply with)			
Other requirements <i>[pls. specify]</i>	N/A		

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]

TABLE O 2 : 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 (supplying and installation maximum 2 months)			
Estimated weight/volume/dimension of the Consignment:	N/A		
Country/ies Of Origin:			
Warranty and After-Sales Requirements	N/A		
a) Training on Operations and Maintenance			
b) Minimum warranty period	As mentioned in specification		
c) Service Unit to be Provided when the Purchased Unit is Under Repair	N/A		
d) Replacement of new product if the supplied consignment is sub-standard or damaged during the delivery (DDP) to the required locations.			
e) Others			
Validity of Quotation (60 days minimum requirement)			
All Provisions of the UNDP General Terms and Conditions (must comply with)			
Other requirements <i>[pls. specify]</i>	N/A		

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]

TABLE Lot 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>
Delivery Lead Time (supplying and installation maximum 2 months)			
Estimated weight/volume/dimension of the Consignment:	N/A		
Country/ies Of Origin:			
Warranty and After-Sales Requirements	N/A		
a) Training on Operations and Maintenance			
b) Minimum warranty period	As mentioned in specification		
c) Service Unit to be Provided when the Purchased Unit is Under Repair	N/A		
d) Replacement of new product if the supplied consignment is sub-standard or damaged during the delivery (DDP) to the required locations.			
e) Others			
Validity of Quotation (60 days minimum requirement)			
All Provisions of the UNDP General Terms and Conditions (must comply with)			
Other requirements <i>[pls. specify]</i>	N/A		

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]

TABLE Lot 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 (supplying and installation maximum 2 months)			
Estimated weight/volume/dimension of the Consignment:	N/A		
Country/ies Of Origin:			
Warranty and After-Sales Requirements	N/A		
a) Training on Operations and Maintenance			
b) Minimum warranty period	As mentioned in specification		
c) Service Unit to be Provided when the Purchased Unit is Under Repair	N/A		
d) Replacement of new product if the supplied consignment is sub-standard or damaged during the delivery (DDP) to the required locations.			
e) Others			
Validity of Quotation (60 days minimum requirement)			
All Provisions of the UNDP General Terms and Conditions (must comply with)			
Other requirements <i>[pls. specify]</i>	N/A		

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]

Annex 3**General Terms and Conditions****1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and

abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.