

Please note that we only require the supply of the items mentioned in the RFQ without installation



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: September 23, 2019
	REFERENCE: UNDP-SYR-RFQ-100-19

Dear Sir / Madam:

We kindly request you to submit your quotation for **the supply electrical materials for the Lighting Network in Homs City**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

If you are interested in submitting a Bid in response to this RFQ, please prepare your Bid in accordance with the requirements and procedure as set out in this RFQ and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

In case your company is not registered in the E-Tendering Module, please use the following temporary username and password to register your company/firm:

Username: event.guest

Password: why2change

Bidders who will be registered on the e-tendering will be able to download the complete bidding documents from the e-tendering website at: <https://etendering.partneragencies.org>

“Bidders can download the complete tender documentation from the e-Tendering upon registration”.

You may acknowledge receipt of this RFQ utilize the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFQ. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFQ.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

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"/> The Supplier/Offeror in coordination with UNDP.
Exact Address/es of Delivery Location/s (identify all, if multiple)	Homs City مستودعات دائرة الانارة قرب دوار تدمر
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents.	N/A
Latest Expected Delivery Date and Time	60 days from the issuance of the Purchase Order (PO).
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.
Bid Security	Not Required
After-sales services required	<input checked="" type="checkbox"/> Warranty: Two years warranty for the provided led street lighting devices, and one year for street sodium lighting devices and other items mentioned in the annexed schedule in the SOW. <input checked="" type="checkbox"/> Technical Support with maintenance/ repair if needed for both lots
Performance Security	Required in the percentage of 10% of the contract value To cover the warranty period for 12 months
Deadline for the Submission of Quotation	,Monday, October 07, 2019 and at or before 2:00 PM Damascus time. 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.
All documentations, including catalogs, instructions and operating	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Arabic

manuals, shall be in this language	
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"/> Valid Certificate of Incorporation/ Business Registration <input checked="" type="checkbox"/> Company Profile proofing that the vendor has experience in the same field at least for 3 years and with an execution of two similar projects at least. <input checked="" type="checkbox"/> A proofing letter confirms the offering of the warranty period from the date of completion of works and final receipt. <input checked="" type="checkbox"/> List and value of projects performed with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. <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"/> Not allowed. Partial bidding 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:15 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"/> Comprehensiveness of after-sales services. <input checked="" type="checkbox"/> Full compliance to requirements number years of experience and number of similar projects. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
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 days.
Conditions for Release of Payment.	<input checked="" type="checkbox"/> Passing Inspection. <input checked="" type="checkbox"/> Complete Installation.

	<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.
Pre bid meeting- Site visit	N/A
Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-tendering https://etendering.partneragencies.org
Contact Person for Inquiries (Written inquiries only) ¹	<i>Walid Okla</i> <i>Procurement Associate</i> walid.okla@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

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

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.

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 Team
23 September 2019

Annex 1

Technical Specifications for Lighting Network Maintenance Materials in Homs

المواصفات الفنية المواد المطلوبة لصيانة شبكة الإنارة في حمص

NO.	Description/Specifications of Goods in Arabic	Description/Specifications of Goods in English	Unit	Qty	Latest Delivery Date
1	تقديم لمبة صوديوم 150 وات ض. ع	Providing a 150w sodium bulb	Item	150	60 days
2	تقديم لمبة صوديوم 250 وات ض. ع	Providing a 250w sodium bulb	Item	100	60 days
3	تقديم لمبة صوديوم 70 وات ض. ع	Providing a 70w sodium bulb	Item	400	60 days
4	تقديم لمبة ليد 50 وات	Providing a 50w LED bulb	Item	200	60 days
5	تقديم ترنس لمبة إنارة صوديوم 150 وات	Providing a transformer for a 150w sodium bulb	Item	150	60 days
6	تقديم ترنس لمبة إنارة صوديوم 250 وات	Providing a transformer for a 250w sodium bulb	Item	100	60 days
7	تقديم ترنس لمبة إنارة صوديوم 70 وات	Providing a transformer for a 70w sodium bulb	Item	200	60 days
8	تقديم مقلع صوديوم ثنائي	Providing a dual sodium starter	Item	200	60 days
9	تقديم خلية ضوئية	Light cell	Item	50	60 days
10	تقديم ساعة توقيت	Timer	Item	50	60 days
11	تقديم كابل غسالة 2*1.5 مم	2x1.5mm ² cable	m	2,000	60 days
12	تقديم كابل غسالة 2*2.5 مم	2x2.5mm ² cable	m	2,000	60 days
13	تقديم ايزوليه 6 مم	6mm ² isolated cable	m	1,000	60 days
14	تقديم كبل 4*25 مم الألمنيوم	4x25mm ² aluminum cable	m	1,500	60 days
15	تقديم مرس الألمنيوم مقطع 35 مم	35mm ² aluminum cable	Kg	2,000	60 days

16	تقديم لوحة فارغة مواصفات اللوحة (25*55*100) بخ حراري - 1.5 ملم سماكة الصاج	Empty panel	Item	10	60 days
17	تقديم قاطع ثلاثي حراري مغناطيسي عيار 100 أمبير	100Amp thermo-magnetic 3-phase breaker	Item	20	60 days
18	تقديم قاطع ثلاثي عيار 32-63 أمبير (يمكن توريد قواطع مختلفة الأمبير ولكن ضمن العيارات المطلوبة 32 - 63)	32-63Amp 3-phase breaker	Item	50	60 days
19	تقديم قاطع أحادي عيار 10-32 أمبير	10-32Amp single-phase breaker	Item	100	60 days
20	تقديم كونسول إنارة طول 1.5م قطر 1.25 إنش	Lighting console, 1.5m long, 1.25" in diameter	Item	50	60 days
21	تقديم ضوابط متنوعة لجهاز الإنارة	Varied adjustments for the lighting device	Item	100	60 days
22	تقديم كنتاكتور 100 أمبير	100Amp contactor	Item	50	60 days
23	تقديم توال عزل	Insulating tape	بكره	500	60 days
24	تقديم حامل فنجان + فنجان للإنارة	Light holder + bulb holder	Item	50	60 days
25	تقديم جهاز إنارة ليد 100 وات	100w LED lighting device	Item	162	60 days
26	تقديم جهاز إنارة ليد 150 وات	150w LED lighting device	Item	100	60 days
27	تقديم جهاز إنارة ليد 200 وات	200w LED lighting device	Item	100	60 days

Technical Specs for Lighting Network Maintenance Materials in Homs		المواصفات الفنية المطلوبة لأجهزة الإنارة اللازمة لصيانة شبكة الإنارة في حمص	
Specifications of LED Street Lighting Devices		المواصفات الفنية المطلوبة لأجهزة إنارة الشوارع بالليد	
CCT Color Temperature	Not less than 6500 Kelvin	درجة حرارة اللون CCT	لا تقل عن 6500 كالفن
Efficiency	Not less than 130 lumen/w	الكفاءة Efficiency	لا تقل عن 130 لومن / واط
Power factor	Not less than 0.9	عامل الاستطاعة PF	لا يقل عن 0.9
AC	100-240	جهد العمل المتناوب AC	100-240
Color rendering index CRI	Not less than 80	عامل الامانة اللونية CRI	لا يقل عن 80
IP weathering protection	Not less than 65	درجة الحماية من العوامل الجوية IP	لا تقل عن 65
Operation hours	Not less than 30,000 operation hours	عدد ساعات العمل hrs.	لا تقل عن 30000 ساعة عمل

<p>Technical Terms:</p> <ul style="list-style-type: none"> - The lighting device shall be made from thermally sprayed aluminum - Provision of certificates and electrical parameters, lighting intensity and light flux tests 	<p>الشروط الفنية</p> <ul style="list-style-type: none"> • ان يكون جسم جهاز الانارة من الألمنيوم المبخوخ حرارياً. • وجود شهادات وقياسات اختبار البارامترات الكهربائية وشدة الانارة والفيض الضوئي. 								
<p>Specifications of Street Sodium Lighting Devices</p> <table border="1"> <tr> <td>Efficiency</td><td>Not less than 110 lumen/w</td></tr> <tr> <td>Operation hours</td><td>Not less than 20,000 operation hours</td></tr> </table>	Efficiency	Not less than 110 lumen/w	Operation hours	Not less than 20,000 operation hours	<p>المواصفات الفنية المطلوبة لأجهزة انارة الشوارع بلمبات الصوديوم</p> <table border="1"> <tr> <td>الكفاءة Efficiency</td><td>لا تقل عن 110 لومن / واط</td></tr> <tr> <td>عدد ساعات العمل hrs.</td><td>لا تقل عن 20,000 ساعة عمل</td></tr> </table>	الكفاءة Efficiency	لا تقل عن 110 لومن / واط	عدد ساعات العمل hrs.	لا تقل عن 20,000 ساعة عمل
Efficiency	Not less than 110 lumen/w								
Operation hours	Not less than 20,000 operation hours								
الكفاءة Efficiency	لا تقل عن 110 لومن / واط								
عدد ساعات العمل hrs.	لا تقل عن 20,000 ساعة عمل								

The bidder is required to comply with the following:	على العارض الالتزام بما يلي:
<ol style="list-style-type: none"> 1- The bidder shall be required to have a commercial registration and be practicing this profession. He shall submit a document proving this from the concerned authorities. 2- The bidder shall have at least 3 years' experience in the same field of work. 3- The applicant must have implemented at least two projects for similar projects. He shall provide details about the executed projects (quantities, value, beneficiary, performance evaluation, and contact details). 4- The bidder shall provide 2-year warranty for the provided led street lighting devices and 1-year for street sodium lighting devices and other items mentioned in the above schedule. 5- Execution period is 60 Days starting from the date of contract signature with the United Nations Development Program. 6- The winner shall submit samples of the required items to be inspected and approved by the Technical Committee before the full quantity is supplied. 	<ol style="list-style-type: none"> 1. يشترط على العارض المتقدم أن يكون لديه سجل تجاري وعلى العارض تقديم وثيقة تثبت ذلك من الجهات والدوائر المعنية. 2. على العارض أن يكون لديه خبرة لا تقل عن ثلاث سنوات بنفس المجال. 3. يشترط ان يكون المتقدم قد قام بتنفيذ ما لا يقل عن مشروعين بنفس المجال وعليه ان يقدم تفصيل عن المشاريع المنفذة (الكميات - القيمة - الجهة المستفيدة مع تقييم أداء من الجهة المستفيدة وإعطاء بيانات الاتصال بها). 4. على العارض تقديم كفالة لا تقل عن سنتين لأجهزة الإنارة بالليد وسنة واحدة لأجهزة الإنارة بلمبات الصوديوم وكافة المواد المطلوبة والمذكورة في الجدول أعلاه. 5. مدة التوريد: 60 يوماً من تاريخ توقيع العقد. 6. على المتعهد الناجح تقديم نماذج عن المواد المطلوبة ليتم الموافقة عليها من قبل اللجنة المشرفة على المشروع قبل توريد كامل الكمية.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

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

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. 100-19:

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

Rehabilitation Electricity lighting network in Homs صيانة وتأهيل شبكات إنارة الكهرباء في حمص						
Item #	Description in Arabic	Description in English	UOM	Qty	Unit Price	Total Price
1	تقديم لمبة صوديوم 150 وات ض. ع	Providing a 150w sodium bulb	Item	150		
2	تقديم لمبة صوديوم 250 وات ض. ع	Providing a 250w sodium bulb	Item	100		
3	تقديم لمبة صوديوم 70 وات ض. ع	Providing a 70w sodium bulb	Item	400		
4	تقديم لمبة ليد 50 وات	Providing a 50w LED bulb	Item	200		
5	تقديم ترنس لمبة إنارة صوديوم 150 وات	Providing a transformer for a 150w sodium bulb	Item	150		
6	تقديم ترنس لمبة إنارة صوديوم 250 وات	Providing a transformer for a 250w sodium bulb	Item	100		
7	تقديم ترنس لمبة إنارة صوديوم 70 وات	Providing a transformer for a 70w sodium bulb	Item	200		
8	تقديم مقلع صوديوم ثنائي	Providing a dual sodium starter	Item	200		
9	تقديم خلية ضوئية	Light cell	Item	50		
10	تقديم ساعة توقيت	Timer	Item	50		
11	تقديم كابل غسالة 1.5*2 مم	2x1.5mm ² cable	m	2,000		
12	تقديم كابل غسالة 2.5*2 مم	2x2.5mm ² cable	m	2,000		
13	تقديم ايزوليه 6 مم	6mm ² isolated cable	m	1,000		
14	تقديم كبل 25*4 مم المنيوم	4x25mm ² aluminum cable	m	1,500		
15	تقديم مرس ألمنيوم مقطع 35 2 مم	35mm ² aluminum cable	Kg	2,000		
16	تقديم لوحة فارغة	Empty panel	Item	10		

17	تقديم قاطع ثلاثي حراري مغناطيسي عيار 100 أمبير	100Amp thermo-magnetic 3-phase breaker	Item	20		
18	تقديم قاطع ثلاثي عيار 63-32 أمبير	32-63Amp 3-phase breaker	Item	50		
19	تقديم قاطع أحادي عيار 10-32 أمبير	10-32Amp single-phase breaker	Item	100		
20	تقديم كونسول إنارة طول 1.5م قطر 1.25 إنش	Lighting console, 1.5m long, 1.25" in diameter	Item	50		
21	تقديم ضبات متنوعة لجهاز الإنارة	Varied adjustments for the lighting device	Item	100		
22	تقديم كنتاكتور 100 أمبير	100Amp contactor	Item	50		
23	تقديم توال عزل	Insulating tape	Item	500		
24	تقديم حامل فنجان + فنجان للإنارة	Light holder + bulb holder	Item	50		
25	تقديم جهاز إنارة ليد 100 وات	100w LED lighting device	Item	162		
26	تقديم جهاز إنارة ليد 150 وات	150w LED lighting device	Item	100		
27	تقديم جهاز إنارة ليد 200 وات	200w LED lighting device	Item	100		
	TOTAL					
	FCA charges, if any					
	Bid Subtotal FCA (Incoterms 2010) (please state FCA International Airport, Sea Port, etc.):					
	Transportation/Delivery Cost					
	Bid Total DAP, off-loaded/cleared, Homs , Syria (Incoterms 2010)					
	Other Costs					
	GRAND TOTAL					

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			
Delivery Location in Homs City requested			
Validity of Quotation (60 Days)			
Country/ies Of Origin:			
Comply with the number years of experience: At least 3 year			
Comply with the requested number of similar projects: At least 2 projects			
All Provisions of the UNDP General Terms and Conditions			
Comply with the Technical Specifications & Requirements			
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]

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.