



**REQUEST FOR QUOTATION (RFQ)  
(from companies in Viet Nam)**

**REFERENCE 1-191001: Procurement of 100 meeting room chairs and 100 canteen chairs for the Green One United Nations House (GOUNH) in Hanoi**

DATE: October 8, 2019

Dear Sir / Madam:

We kindly request you to submit your quotation for **100 meeting room chairs and 100 canteen chairs for the Green One United Nations House (GOUNH) in Hanoi** 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 **October 21, 2019** to the address below:

**United Nations Development Programme**  
**304 Kim Ma Street, Hanoi**  
**Ms. Luu Ngoc Diep, Procurement Associate**  
**Tel: 04-38500200; Email: [luu.ngoc.diep@undp.org](mailto:luu.ngoc.diep@undp.org)**

Quotations submitted by email must be limited to a **maximum of 30 MB per email**, virus-free and no more than 05 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] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input checked="" type="checkbox"/> Other : installation
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s (identify all, if multiple)	304 Kim Ma, Hanoi
Latest Expected Delivery Date and Time (if delivery time)	<input checked="" type="checkbox"/> January 2020

<i>exceeds this, quote may be rejected by UNDP)</i>	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA <input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER <i>[pls. specify]</i>
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency (Vietnam Dong) For the purposes of comparison of all Proposals: UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the proposal submission deadline.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 12 months <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair
Deadline for the Submission of Quotation	COB, <b>Monday, October 21, 2019 and Hanoi time</b>  - <i>After submission of your quotation, please send separate email (without attachment) to <a href="mailto:procurement.vn@undp.org">procurement.vn@undp.org</a> notifying that you already submitted proposal and the number of emails submitted. Notification emails should be sent to above address by submission deadline or right after you submit proposals).</i> - <i>UNDP will acknowledge receipt of the proposals within 2 working days from the submission deadline. In case you do not receive acknowledgement, please contact us within 3 working days after submission deadline.</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Company profile <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the requirements in Annex 1; <input checked="" type="checkbox"/> List of clients of similar sized projects <input checked="" type="checkbox"/> Proposed wood material samples; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.) if any;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>

	<p>Quotations should include all costs of production, transportation, installation, tax and 12-month warranty. The production time does not exceed 50 days including Saturday and Sunday (see details in the Quotation table 2 of the TOR)</p>
Payment Terms	<p><input checked="" type="checkbox"/> 20% of the contract value will be paid once the sample products are accepted;</p> <p><input checked="" type="checkbox"/> 80% of the contract value will be paid upon the full delivery of the products with satisfaction certification by the UN representative.</p>
Evaluation Criteria	<p><input checked="" type="checkbox"/> The technical component is evaluated on the samples received from Stage 1 based on their responsiveness to the Technical evaluation criteria.</p> <p>Maximum 1000 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers. i.e. <math>S_f = 1000 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the submission under consideration.</p> <p>The weight of technical points is 80% and financial points is 20%.</p> <p><b>The bidder with the highest evaluation score for each bidding package will be selected.</b></p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</p>
UNDP will award to:	<input checked="" type="checkbox"/> <b>One or two suppliers</b> for two bidding packages
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Goods
Special conditions of Contract	<p><input checked="" type="checkbox"/> The production time <b>does not exceed 50 days</b> including Saturday and Sunday (see details in the Quotation table 2 of the TOR)</p> <p><input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days</p>
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing Inspection</p> <p><input checked="" type="checkbox"/> Complete Installation</p> <p><input checked="" type="checkbox"/> Passing all Testing</p> <p><input checked="" type="checkbox"/> At least every 2 weeks the supplier will inform the production progress, provide photos if needed to the UN representative</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements</p> <p><input type="checkbox"/> Others</p>
Annexes to this RFQ	<p><input checked="" type="checkbox"/> Specifications of the Goods and other requirements (Annex 1)</p> <p><input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2)</p> <p><input checked="" type="checkbox"/> <a href="#">General Terms and Conditions</a> / Special Conditions (Annex 3).</p> <p><input type="checkbox"/> Others [pls. specify, if any]</p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries	Ms. Luu Ngoc Diep Procurement Associate

(Written inquiries only) <sup>1</sup>	<p>Tel: 38500200 Email: <a href="mailto:luu.ngoc.diep@undp.org">luu.ngoc.diep@undp.org</a></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>
<b>Pre-quotation meeting</b>	<p>To help the interested bidders having better understanding of UN requirement, a pre-quotation meeting will be organised at 304 Kim Ma at <b>10.00 am, 11 October 2019</b>. The meeting will:</p> <ul style="list-style-type: none"> <li>• Brief the bidders on this bid's requirements;</li> <li>• Show the meeting chair sample</li> </ul> <p>Bidders who would like to participate in the pre-quotation meeting please <u>register</u> with the above contact person by <b>10 October 2019</b>.</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.

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.

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<sup>1</sup> This 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.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Tran Thi Hong  
Head, Procurement Unit  
October 8, 2019

## Annex 1

### Technical Specifications and Requirements

Procurement:	<b>Production and supply of canteen chairs and meeting room chairs</b>
Location:	<b>GOUNH – 304 Kim Ma, Hanoi</b>
Expected delivery:	<b>January 2020</b>


#### I. Introduction:

The Green One UN House (GOUNH) at 304 Kim Ma, Hanoi is a 6-storey office building, accommodating around 400 staff from 16 United Nations Agencies as well as consultants and short-term visitors.

The building has a 150-seat canteen and numbers of meeting rooms and functional spaces.

#### II. Requirements:

GOUNH has a plan to procure canteen chairs and meeting chairs with the following requirements:

Order	Sample
<p>Pack 1 – 100 meeting chairs.</p> <p>The chair is available at 304 Kim Ma. Interested suppliers are invited to inspect the sample as well as material at the pre-bid meeting.</p>	<p>Sample 1</p> 
<p>Pack 2 – 100 canteen chairs (sample 2 or 3)</p>	<p>Sample 2 – estimated dimensions: Height 48, width 37, back height 84</p>



Sample 3 - estimated dimensions: Height 45.5, Diameter 28



III. **Supplier selection:** Bidder will be selected through 02 stages

**Stage 1:**

Interested and capable bidders are invited to attend the pre-bid meeting, **held at 10.00 on 11 Oct 2019** at 304 Kim Ma to obtain more information about the bidding packages.

Interested bidders will submit the 04 documents/items for the stage 1:

1. Introduction of the bidder including their capacity and big clients
2. Proposed wood material samples
3. Cost table of samples:
  - Interested bidders based on their experience and capability will propose wood material and sample structure that are most meeting UN requirements.
  - Interested bidders will submit the cost table including cost of production, transportation, installation, tax. The production time does not exceed 20 days, including Saturday and Sunday (see quotation table 1)

**Quotation table 1:**

Sample	Proposed Material	Description	Unit cost	Production time
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			<i>(including cost of production, transportation, installation, tax)</i>	<i>(not exceeding 20 days, including Saturday and Sunday)</i>
Sample 1				
Sample 2				
Sample 3				

4. Cost table of products: including cost of production, transportation, installation, tax and 12-month warranty. The production time does not exceed 50 days including Saturday and Sunday (see quotation table 2)

**Quotation table 2:**

<b>Sample</b>	<b>Proposed Material</b>	<b>Quantity</b>	<b>Unit cost</b> <i>(including cost of production, transportation, installation, tax and 12-month warranty)</i>	<b>Production time</b> <i>(not exceeding 50 days, including Saturday and Sunday)</i>	<b>Warranty period</b>
Sample 1		100			
Sample 2		100			
Sample 3		100			

Upon the receipt of submissions from interest bidders, UN will sign agreements with them to produce 03 samples.

100% sample cost will be made upon the full sample delivery to UN office.

**Stage 2:**

Samples received from stage 1 will be evaluated by the UN, according to the following criteria, in which the quality/specification of products accounts for 80% of evaluation points, 20% of the points for product costs. Details can be found as below:

<b>Se</b>	<b>Criteria</b>	<b>Maximum points</b>
1.	Wood material	40 pts
2.	Durability (by sample quality inspection and warranty period)	30 pts
3.	Product design (finishing, polishing, look and feel)	10 pts
4.	Cost	20 pts

The bidder with the highest evaluation score for each bidding package will be selected to sign contract.

**IV. Contract performance, progress monitoring**

At least every 2 weeks the supplier will inform the production progress, provide photos if needed to the UN representative

**V. Payment:**

- 20% of the contract value will be paid once the sample products are accepted
- 80% of the contract value will be paid upon the full delivery of the products with satisfaction certification by the UN representative.





## MỜI THAM GIA BÁO GIÁ GHẾ VĂN PHÒNG

Gói thầu: Sản xuất và cung cấp ghế canteen và ghế phòng họp theo mẫu  
Địa điểm giao hàng: Toà nhà Xanh Một Liên Hợp Quốc (GOUNH) tại 304 Kim Mã, Hà Nội.  
Thời gian giao hàng dự kiến: Tháng 1 năm 2020

### 1. Thông tin giới thiệu:

Toà nhà Xanh Một Liên Hợp Quốc (GOUNH) tại 304 Kim Mã, Hà nội là khu văn phòng 6 tầng, phục vụ khoảng 400 nhân viên từ 16 cơ quan Liên Hợp Quốc cùng các chuyên gia tư vấn và khách đến làm việc.

Khu nhà có một canteen quy mô 150 chỗ ngồi và nhiều phòng họp/phòng làm việc chức năng.

### 2. Yêu cầu cung cấp sản phẩm:

GOUNH có nhu cầu cần thay thế và bổ sung ghế cho phòng canteen và phòng họp với các mẫu sau:

Mô tả	Mẫu ghế
<p>Gói 1 – 100 ghế phòng họp.</p> <p>Mẫu ghế này hiện có tại văn phòng ở 304 Kim Mã. Nhà cung cấp có thể đăng ký đến xem chất liệu và kiểu dáng tại buổi họp tiền đấu thầu.</p>	<p>Mẫu 1</p> 
<p>Gói 2 – 100 ghế canteen (mẫu 2 hoặc mẫu 3)</p>	<p>Mẫu 2 – số đo ước tính: cao 48, rộng 37, cao lưng ghế 84</p>  <p>Mẫu 3- số đo ước tính: Cao 45.5, đường kính 28</p>



3. **Phương pháp lựa chọn nhà cung cấp:** Nhà cung cấp sẽ được lựa chọn qua 2 giai đoạn

**Giai đoạn 1:**

Các nhà thầu quan tâm và có năng lực xin mời tham gia buổi họp tiền đấu thầu, được tổ chức vào **ngày 11 tháng 10 tại 304 Kim Mã** để tìm hiểu thêm thông tin về gói thầu.

Các nhà thầu quan tâm sẽ gửi các tài liệu sau để tham gia thầu giai đoạn 1:

1. Tài liệu giới thiệu năng lực, giới thiệu khách hàng lớn đã sử dụng sản phẩm của nhà cung cấp
2. Mẫu gỗ đề xuất
3. Đơn giá mẫu:
  - Nhà thầu dựa trên kinh nghiệm và năng lực sản xuất của mình tự đề xuất chất liệu gỗ và quy cách sản phẩm mà họ cho là phù hợp nhất với yêu cầu của UN.
  - Nhà thầu cung cấp đơn giá cho 3 sản phẩm mẫu gồm chi phí sản xuất, vận chuyển lắp đặt, thuế, thời gian sản xuất sản phẩm mẫu không quá 20 ngày kể cả thứ 7, chủ nhật (xem mẫu báo giá 1).

*Mẫu báo giá 1*

Mẫu ghế	Chất liệu đề xuất	Quy cách/mô tả sản phẩm	Đơn giá (gồm chi phí sản xuất, vận chuyển lắp đặt và thuế)	Thời gian sản xuất mẫu (không quá 20 ngày kể cả thứ 7, chủ nhật)
Mẫu 1				
Mẫu 2				
Mẫu 3				

4. Đơn giá sản phẩm: gồm chi phí sản xuất, vận chuyển lắp đặt, thuế và bảo hành 12 tháng, thời gian sản xuất không quá 50 ngày kể cả thứ 7, chủ nhật (xem mẫu báo giá 2)

*Mẫu báo giá 2*

Mẫu ghế	Chất liệu đề xuất	Số lượng	Đơn giá (gồm chi phí sản xuất, vận chuyển lắp đặt, thuế)	Thời gian sản xuất (không quá 50 ngày kể cả thứ 7, chủ nhật)	Thời gian bảo hành
Mẫu 1		100			
Mẫu 2		100			
Mẫu 3		100			

Sau khi đánh giá thông tin các nhà thầu cung cấp, UN sẽ ký thoả thuận với các nhà thầu có đề xuất phù hợp để sản xuất 3 mẫu sản phẩm.

100% giá trị sản phẩm mẫu sẽ được thanh toán khi sản phẩm được giao cho UN.

## **Giai đoạn 2:**

Các mẫu nhận được từ giai đoạn 1 sẽ được UN đánh giá theo các tiêu chí sau, trong đó chất lượng/quy cách sản phẩm chiếm 80%, 20% dành cho giá thành sản phẩm, cụ thể như sau:

<b>Stt</b>	<b>Tiêu chí</b>	<b>Điểm tối đa</b>
1.	Chất liệu gỗ	40 điểm
2.	Độ bền thông qua quy cách sản phẩm và thời gian bảo hành	30 điểm
3.	Mức độ hoàn thiện của sản phẩm	10 điểm
4.	Giá thành	20 điểm

Nhà thầu có điểm đánh giá cao nhất cho từng gói thầu sẽ được lựa chọn để ký hợp đồng sản xuất và cung cấp sản phẩm.

### **4. Thực hiện hợp đồng, giám sát tiến độ**

Ít nhất 2 tuần một lần nhà cung cấp sẽ thông báo tiến độ sản xuất, cung cấp ảnh chụp nếu cần cho đại diện của UN

### **5. Thanh toán:**

- 20% giá trị hợp đồng sẽ được thanh toán khi mẫu ghế đã được chấp thuận.
- 80% giá trị hợp đồng sẽ được thanh toán khi sản phẩm được bàn giao đầy đủ, đúng chất lượng có xác nhận của đại diện UN.

**Annex 2**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION**

*(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery<sup>2</sup>)*

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 for “Canteen chairs and meeting room chairs for Green One UN House (GOUNH)”:

**TABLE 1 : Offer to Supply 3 Samples Compliant with Technical Specifications and Requirements**

Item No.	Description/Specification of Goods	Quantity	Proposed Material	Latest Delivery Date <i>(production time not exceeding 20 days, including Saturdays and Sundays)</i>	Total Price per Item <i>(including cost of production, transportation, installation, tax)</i>
	Sample 1	01			
	Sample 2	01			
	Sample 3	01			
<b>Total Final and All-Inclusive Price Quotation for 3 Samples</b>					

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

Item No.	Description/Specification of Goods	Quantity	Warranty period	Latest Delivery Date <i>(production time not exceeding 50 days, including Saturdays and Sundays)</i>	Total Price per Item <i>(including cost of production, transportation, installation, tax and 12-month warranty)</i>
	Sample 1	100			
	Sample 2	100			
	Sample 3	100			
<b>Total Final and All-Inclusive Price Quotation for All Goods</b>					

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

Other Information pertaining to our Quotation are as follows :	<b>Responses</b>		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>

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

Delivery and installation Lead Time (by January 2020 as the latest for all orders)			
Inform about the production progress at least every 2 weeks and provide photos if needed to the UN representative			
Warranty and After-Sales Requirements: Minimum one (1) year warranty on both parts and labor			
Validity of Quotation (90 days)			
All Provisions of the UNDP General Terms and Conditions			

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

Please find attached detailed specification and catalogue of the offered product.

We confirm that we are not in the Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

*[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.