



REQUEST FOR QUOTATION (RFQ)-Amend-1 (Goods)

NAME & ADDRESS OF FIRM	DATE: September 22, 2014
	REFERENCE: RFQ-BD-2014-040 (Amend-1)

Dear Sir / Madam:

We kindly request you to submit your quotation for **Supply of Tools for SWAPNO project of UNDP** for Kurigram district (Lot 1) and Satkhira district (Lot 2) as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotation may be submitted in the sealed envelope on or before October 12, 2014, 4.30 pm and drop in person/ by courier to the address below. The envelope should be clearly marked with the RFQ reference **"RFQ-BD-2014-040 – LOT 1"** and **"RFQ-BD-2014-040– LOT 2"**, respectively. Bids for each lot must be submitted separately.

United Nations Development Programme
UNDP Registry, IDB Bhaban, 12th Floor, Agargaon,
Sher-E-Bangla Nagar, Dhaka, Bangladesh.
Rezwana H. Chaity

Vendor may send the in query/queries to the below mentioned email for clarification related to this RFQ on or before September 27, 2014 by 2 p.m. mentioning in subject line "Queries on RFQ-BD-2014-040 in below e-mail:
bd.procurement@undp.org

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.

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"/> DAP , Address as per Annex 1 and Annex 4	
Customs clearance ¹ , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	The place of delivery of all Tools will be as per the Delivery Schedule provided in Annex 1:	
UNDP Preferred Freight Forwarder, if any ²	Not Applicable	
Distribution of shipping documents (if using freight forwarder)	Not Applicable	
Latest Expected Delivery Date and Time(if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> Within 2-3 weeks after issuance of Purchase Order	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	As mentioned in the Specification	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency : Bangladesh Taka (BDT)	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	

¹Must be linked to INCO Terms chosen.

²Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of one year <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input checked="" type="checkbox"/> Others Not Applicable
Deadline for the Submission of Quotation	Sunday, October 12, 2014 and 4.30 Pm
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Tax& VAT registration papers; <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; (Annex 4) N.B: All Prospective vendors must submit above documentation to substantiate the above eligibility criteria. Failure to do so shall result in disqualification.
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 quotation shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted in terms of items included in each lot, but permitted in terms of Lot. Potential companies may submit quotations for single Lot or both Lots. Quotations for each lot must be submitted separately.
Payment Terms ⁶	<input checked="" type="checkbox"/> Upon acceptance of goods as per RFQ requirement
Liquidated Damages	Please note that Liquidated damages for delay caused by the Vendor shall be 0.1% of the total price of the Contract per day of delay but not exceeding 10% of the total value of the contract
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁷ <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required] <input checked="" type="checkbox"/> Others Bid Validity, Delivery Period and eligibility criteria

⁵First 2 items in this list are mandatory for the supply of imported goods

⁶UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

UNDP will award to:	<input checked="" type="checkbox"/> One or more Suppliers, depending on the following factors: Bids for Lot 1 and Lot 2 will be evaluated separately and Contract will be awarded to bidder(s) with lowest priced offer and full compliance to requirements for Lot -1 and Lot -2.
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 <input checked="" type="checkbox"/> Others : Penalty to be charged as specified
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ ⁸	<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). <input checked="" type="checkbox"/> Others : Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List (Annex 4) Non-acceptance of the terms of the General Terms and Conditions(GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁹	Rezwana H. Chaity bd.procurement@undp.org If you have any query , please write to the above e-mail mentioning RFQ ref. 'RFQ-Bd-2014-40' in the subject of the e-mail. 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.
Other Information	

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

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁸ Where the information is available in the web, a URL for the information may simply be provided.

⁹ 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.

shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Pinak Biswas
Procurement Analyst
UNDP Bangladesh

Annex1

Specification for Tools for SWAPNO Project

LOT-1: Kurigram

Sl. #	Name of the Items	Items Specification	Qty. in Nos. for Kurigram (LOT 1)
01	Spade (KODAL) Handle for Kodal	Material: Cast Iron Length: 24 cm Width: 19 cm Metal Thickness: 0.5 cm Weight: 1.75 kg (without handle) Handle Wood: Garzan (Dry & Well Seasoned) Handle Length: 3 ft, Round as fit with the iron part, the front portion must be well sharpened.	864
02	Tamper (DURMUZ) Handle for Durmuz	Material: Cast Iron Diameter: 20 cm Center Ring Thickness: 0.8 cm One cross-hole: 7 cm Weight: 4 kg (Without Handle) Handle Wood: Garzan (Dry & Well Seasoned) Handle Length: 4 ft, Round as fit with the iron part,	1296
03	DAO	Material: Cast Iron Weight: 800gm Handle: Iron (Round) Length Including Handle: (14.5"+5.5")=20" The front portion must be well sharpened.	216
04	PITCHER	Aluminum Weight: 800 gm The whole pitcher must be well polished	216
05	Gloves	Heavy Canvas Standard Hand Gloves (women size)	432
06	Basket for carrying soil	46-50 cm (Diameter) , Height-20cm Made of bamboo	1728

Delivery Places:**Lot 1, Kurigram District**

Name of District	Name of Upazila	Name of Union Parishad
Kurigram	Bhurungamari	Andharijhar
Kurigram	Bhurungamari	Bhurungamari
Kurigram	Bhurungamari	Boldia
Kurigram	Bhurungamari	Bonga Sonahat
Kurigram	Bhurungamari	Char Bhurungamari
Kurigram	Bhurungamari	Joymonirhat
Kurigram	Bhurungamari	Paiker Chhara
Kurigram	Bhurungamari	Pathar Dubi
Kurigram	Bhurungamari	Shilkhuri
Kurigram	Bhurungamari	Telai
Kurigram	Chilmari	Austomir Char
Kurigram	Chilmari	Chilmari
Kurigram	Chilmari	Nayerhat
Kurigram	Chilmari	Ramna Model
Kurigram	Chilmari	Raniganj
Kurigram	Chilmari	Thanahat
Kurigram	Fulbari	Baravita
Kurigram	Fulbari	Bhangamore
Kurigram	Fulbari	Fulbari
Kurigram	Fulbari	Kashipur
Kurigram	Fulbari	Nowdanga
Kurigram	Fulbari	Shimulbari
Kurigram	Kurigram	Belgacha
Kurigram	Kurigram	Bhogdanga
Kurigram	Kurigram	Ghogadaha
Kurigram	Kurigram	Hollakhana
Kurigram	Kurigram	Jatrapur
Kurigram	Kurigram	Khanthalbari
Kurigram	Kurigram	Mogolbasha
Kurigram	Kurigram	Punchgachi
Kurigram	Nageswari	Ballover Khash
Kurigram	Nageswari	Bamandanga
Kurigram	Nageswari	Berubari
Kurigram	Nageswari	Bhitorband
Kurigram	Nageswari	Hasnabad
Kurigram	Nageswari	Kachakata
Kurigram	Nageswari	Kaliganj
Kurigram	Nageswari	Kedar
Kurigram	Nageswari	Narayanpur
Kurigram	Nageswari	Newashi
Kurigram	Nageswari	Noonkhawa
Kurigram	Nageswari	Raigong
Kurigram	Nageswari	Ramkhana
Kurigram	Nageswari	Sontospur

Name of District	Name of Upazila	Name of Union Parishad
Kurigram	Rajarhat	Biddyananda
Kurigram	Rajarhat	Chakir Pashar
Kurigram	Rajarhat	Chinai
Kurigram	Rajarhat	GharialDanga
Kurigram	Rajarhat	Najimkhan
Kurigram	Rajarhat	Rajarhat
Kurigram	Rajarhat	Umar Majid
Kurigram	Rajibpur	Kodalkate
Kurigram	Rajibpur	Mohanganj
Kurigram	Rajibpur	Rajibpur
Kurigram	Rowmari	Bandabera
Kurigram	Rowmari	Dant Bhanga
Kurigram	Rowmari	Jadurchar
Kurigram	Rowmari	Rowmari
Kurigram	Rowmari	Soulmari
Kurigram	Ulipur	Bazra
Kurigram	Ulipur	Begumganj
Kurigram	Ulipur	Buraburi
Kurigram	Ulipur	Daldalia
Kurigram	Ulipur	Dhamsreny
Kurigram	Ulipur	Dharanibari
Kurigram	Ulipur	Durgapur
Kurigram	Ulipur	Gunaigach
Kurigram	Ulipur	Hatia
Kurigram	Ulipur	Pandul
Kurigram	Ulipur	Shaheber Alga
Kurigram	Ulipur	Tabakpur
Kurigram	Ulipur	Thetrai

Specification for Tools for SWAPNO Project
LOT-2: Satkhira

Sl. #	Name of the Items	Items Specification	Qty. in Nos. for Satkhira (LOT 2)
01	Spade (KODAL) Handle for Kodai	Material: Cast Iron Length: 24 cm Width: 19 cm Metal Thickness: 0.5 cm Weight: 1.75 kg (without handle) Handle Wood: Garzan (Dry & Well Seasoned) Handle Length: 3 ft, Round as fit with the iron part, the front portion must be well sharpened.	624
02	Tamper (DURMUZ) Handle for Durmuz	Material: Cast Iron Diameter: 20 cm Center Ring Thickness: 0.8 cm One cross-hole: 7 cm Weight: 4 kg (Without Handle) Handle Wood: Garzan (Dry & Well Seasoned) Handle Length: 4 ft, Round as fit with the iron part,	936
03	DAO	Material: Cast Iron Weight: 800gm Handle: Iron (Round) Length Including Handle: (14.5"+5.5")=20" The front portion must be well sharpened.	156
04	PITCHER	Aluminum Weight: 800 gm The whole pitcher must be well polished	156
05	Gloves	Heavy Canvas Standard Hand Gloves (women size)	312
06	Basket for carrying soil	46-50 cm (Diameter) , Height-20cm Made of bamboo	1248

Delivery Places:
Lot 2, Satkhira District

Name of District	Name of Upazila	Name of Union Parishad
Satkhira	Assasuni	Anulia
Satkhira	Assasuni	Assasuni
Satkhira	Assasuni	Bardal
Satkhira	Assasuni	Budhata
Satkhira	Assasuni	Dharghapur
Satkhira	Assasuni	Kada Kati
Satkhira	Assasuni	Khazra
Satkhira	Assasuni	Kulla
Satkhira	Assasuni	Protapnager
Satkhira	Assasuni	Sovenali
Satkhira	Assasuni	Sriula
Satkhira	Debhata	Debhata
Satkhira	Debhata	Kulia
Satkhira	Debhata	Nowapara
Satkhira	Debhata	Parulia
Satkhira	Debhata	Sakhipur
Satkhira	Shaymnagar	Shyamnagar
Satkhira	Shyamnagar	Atulia
Satkhira	Shyamnagar	Bhurulia
Satkhira	Shyamnagar	Burigoalini
Satkhira	Shyamnagar	Gabura
Satkhira	Shyamnagar	Iswaripur
Satkhira	Shyamnagar	Kashimari
Satkhira	Shyamnagar	Khykali
Satkhira	Shyamnagar	Munshigonj
Satkhira	Shyamnagar	Nurnagar
Satkhira	Shyamnagar	Padmapukur
Satkhira	Shyamnagar	Ramzannagar
Satkhira	Tala	Dhandia
Satkhira	Tala	Islamkati
Satkhira	Tala	Khalinagor
Satkhira	Tala	Khalishkhali
Satkhira	Tala	Khesra
Satkhira	Tala	Kumira
Satkhira	Tala	Magura
Satkhira	Tala	Nagorghata
Satkhira	Tala	Sarulia
Satkhira	Tala	Tala
Satkhira	Tala	Talalpur
Satkhira	Tala	Tentulia
Satkhira	Kaliganj	Bharasimla
Satkhira	Kaliganj	Bishnupur
Satkhira	Kaliganj	Champaphul
Satkhira	Kaliganj	Dakshinsreepur
Satkhira	Kaliganj	Dhalbaria

Name of District	Name of Upazila	Name of Union Parishad
Satkhira	Kaliganj	Krishnanagar
Satkhira	Kaliganj	Kushlia
Satkhira	Kaliganj	Mathureshpur
Satkhira	Kaliganj	Motala
Satkhira	Kaliganj	Nalta
Satkhira	Kaliganj	Ratanpur
Satkhira	Kaliganj	Tarali

Special Note:

1. Potential vendors may be asked by UNDP to produce samples before finalizing the selection process
2. Delivery of the goods must take place within 2-3 weeks after receiving work order from UNDP.



Pinak Biswas
Procurement Analyst
UNDP Bangladesh
September 30, 2014

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹⁰

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹¹)

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. RFQ-BD-2013-024:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
	Total Prices of Goods¹²				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

TABLE 2 : Estimated Operating Costs (if applicable)

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¹⁰This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

¹²Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter quotation</i>
Delivery Lead Time			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements: <i>Submission of the required documents.</i>			

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

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this

representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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

Declaration

Date:

United Nations Development Programme

UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment:“ For Supplying of Tools for SWAPNO Project”

Reference:RFP-BD-2014-040

Dear Sir,

I declare that is not in the UN
Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility
List.

Yours Sincerely,