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

Design, Manufacture and Construction/Installation of Canvas Car Shade for the Green One UN House (GOUNH) 304 Kim Ma, Ha Noi

DATE: June 8, 2016

Dear Sir / Madam:

We kindly request you to submit your quotation for Design, Manufacture and Construction/Installation of Canvas Car Shade for Green One UN House (GOUNH), as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before June 16, 2016 to the address below:

United Nations Development Programme
304 Kim Ma Street, Hanoi
Ms. Huynh Huong Thanh, Procurement Assistant
Tel: 04-38500185; Email: huynh.huong.thanh@undp.org

Quotations submitted by email must be limited to a maximum of 07 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 goods:

| Delivery Terms [INCOTERMS 2010] | ☐ FCA  
|---------------------------------|-----|  
|                                 | ☐ CPT  
|                                 | ☐ CIP  
|                                 | ☒ DAP  
|                                 | ☒ Other : installation  
<p>| Exact Address of Delivery Location (identify all, if multiple) | 304 Kim Ma, Ba Dinh, Ha Noi |</p>
<table>
<thead>
<tr>
<th><strong>UNDP Preferred Freight Forwarder, if any</strong></th>
<th>Click here to enter text.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Distribution of shipping documents (if using freight forwarder)</strong></td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td><strong>Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)</strong></td>
<td>☒ 14 days from the issuance of the Purchase Order (PO)</td>
</tr>
</tbody>
</table>
| **Delivery Schedule** | ☒ Required as indicated in the TOR  
☐ Not Required |
| **Preferred Currency of Quotation** | ☒ 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** | ☒ Must be inclusive of VAT and other applicable indirect taxes  
☐ Must be exclusive of VAT and other applicable indirect taxes |
| **After-sales services required** | ☒ Product Warranty  
☒ Technical Support  
☒ Provision of Service Unit when pulled out for maintenance/repair |
| **Deadline for the Submission of Quotation** | COB, **Thursday, June 16, 2016 Hanoi time** |
| **All documentations, including catalogs, instructions and operating manuals, shall be in this language** | ☒ English |
| **Documents to be submitted** | **Mandatory documents to be submitted:**  
1. Submission of valid business licence in the area  
2. Submission of a design including 03 components required in scope of work point 3 above. Structure is made of galvanized seamless steel pipe. All screws, nuts and accessories must be stainless steel 304.  
Painting: 1st layer with special paint for GI surfaces, 2nd and 3rd layer with finish paint (The finishing color is proposed by bidder to match with canvas color)  
3. Written commitment that the shading is able to resist the strongest storm which happened in Hanoi in the last 10 years |
### Other required documents:

4. Canvas sample and canvas specification, preferred canvas color: white, ivory, light beige, light blue. *(a bidder can submit more than 1 option based on the canvas qualities that they have)*

5. Proposed time schedule of manufacture and installation upon purchase order training

6. Quotation for manufacture, installation and product warranty (for each option if a bidder submit more than one option) using Form as provided in Annex 2, and in accordance with the requirements in Annex

<table>
<thead>
<tr>
<th>Period of Validity of Quotes starting the Submission Date</th>
<th>☒ 90 days</th>
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<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Partial Quotes</th>
<th>☒ Not permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluation Criteria for awarding contract</th>
<th>• Passing mandatory requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Achieving 70% of technical scores</td>
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<tr>
<td></td>
<td>• Having highest combined technical and financial scores</td>
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<td></td>
<td>• 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]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>UNDP will award to:</th>
<th>☒ One and only one supplier</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of Contract to be Signed</th>
<th>☒ Purchase Order</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Special conditions of Contract</th>
<th>☒ Cancellation of PO/Contract if the delivery/completion is delayed by 14 days</th>
</tr>
</thead>
</table>
## Conditions for Release of Payment

- ☒ Passing Inspection
- ☒ Complete Installation
- ☒ Passing all Testing
- ☒ Written Acceptance of Goods based on full compliance with RFQ requirements
  - ☐ Others

## Annexes to this RFQ

- ☒ Terms of Reference (in English and Vietnamese) (Annex 1)
- ☒ Form for Submission of Quotation (Annex 2)
- ☒ [General Terms and Conditions / Special Conditions (Annex 3).
  - ☐ Others [pls. specify, if any]

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)

Ms. Huynh Huong Thanh  
Procurement Assistant  
Tel: 38 500 185  Email: huynh.huong.thanh@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.

## Pre-quotation meeting

To help the interested bidders having better understanding of UN requirement, a pre-quotation meeting will be organised at 304 Kim Ma at **9.00 am, 10 June 2015**. The meeting will:

- Introduce the requirement of Canvas Car Shade
- Provide a visit to the actual site of the shade construction

Bidders who would like to participate in the pre-quotation meeting please register with the above contact person by **9 June 2015**.

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 other evaluation criteria indicated above, 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

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1 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.
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,

Tran Thi Hong
Head, Procurement Unit
June 8, 2016
TERMS OF REFERENCE

Title: Design, Manufacture and Construction/Installation of Canvas Car Shade
Project: Green One UN House (GOUNH)
Duty Station: 304 Kim Ma, Hanoi
Duration: Jun – August 2016

1. GENERAL BACKGROUND

Green One UN House has been in full operation since June 2015. The building accommodates 11 UN agencies and 350 UN staff with car parking capacity of 15 vehicles.

2. OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to construct Canvas Car Shade (the shade) for UN vehicle parking area inside the house compound.

3. SCOPE OF WORK:

The selected bidder will conduct the following work components:
- Design the shade including: foundation, frame (structure), canvas roof
- Manufacture and install the frame and the canvas roof (for security purpose, selected bidder is required to manufacture the shade in their workshop)

The shade must meet the following requirements:
1. Is in accordance with the size of the vehicle parking area (annex 1) and concept design as annex 2
2. The shade foundation and the shade structure must be strong and stable to resist the storm which could happen in Hanoi.
   Minimum requirement: Structure is made of galvanized seamless steel pipe. All screws, nuts and accessories must be stainless steel 304.
   Painting: 1st layer with special paint for GI surfaces, 2nd and 3rd layer with finish paint (The finishing color is proposed by bidder to match with canvas color)
3. Is easy to be approached for regular cleaning
4. Roof canvas: preferred color: white, ivory, light beige, light blue, . .
5. Minimum warranty period for the shade (excluding canvas): 5years.

4. DURATION OF ASSIGNMENT AND DUTY STATION

- Proposed duration & timing: /
  - Bidding/Design stage: 08 June 2016-16 June 2016
  - Pre-quotation meeting: 10 June 2016 – 9am
  - Manufacture stage: 27 June – 11 July 2016
- Duty station: Hanoi

5. METHODOLOGY:

To help interested bidders having better understanding of UN requirement, a pre-quotation meeting will be organised at 304 Kim Ma on 10 June 2016 at 9.00 am. The meeting will:
- Introduce the requirement of Canvas Car Shade
- Provide a visit to the actual site of the shade construction
Bidders who are technically qualified will be selected for financial offer evaluation, the bidder who obtains the highest combined score of technical and financial evaluation will be selected.

6. DEGREE OF EXPERTISE AND QUALIFICATIONS:

The interested bidders must show in their bidding submission the following qualifications:

   i. Business licence in the area (mandatory condition)
   ii. Design of the shade including 03 components required in scope of work point 3 above with detailed description/illustration
      Minimum requirement: Structure is made of galvanized seamless steel pipe. All screws, nuts and accessories must be stainless steel 304.
      Painting: 1st layer with special paint for GI surfaces, 2nd and 3rd layer with finish paint (The finishing color is proposed by bidder to match with canvas color)
   iii. Canvas sample and canvas specification, preferred canvas color: white, ivory, light beige, light blue, (a bidder can submit more than 1 option based on the canvas qualities that they have)
   iv. Proposed time schedule of manufacture and installation upon purchase order training
   v. Quotation for manufacture, installation and product warranty (for each option if a bidder submit more than one option)

7. PROVISION OF MONITORING AND PROGRESS CONTROLS

The selected Contractor will perform tasks as required with regular consultation and discussion with the Common Services Manager (CM) and GOUNH Facility Manager (FM). The Contractor is required to regularly report to FM on the progress of the work.

After the signing of the agreement, the selected Contractor, the FM will agree on the final methodology and approach and timeline of the reporting requirement. Upon that the Contractor will develop a detailed work plan, which must be agreed with FM.

8. REVIEW TIME REQUIRED AND PAYMENT TERM

First payment of 20% of contract amount shall be paid upon the detailed and final design with satisfactory acceptance by FM.

Last payment of 80% of contract amount shall be paid upon completion of the shade and written commitment for warranty period provided by the contractor with satisfactory acceptance by FM.
Evaluation Criteria

Title: Design, Manufacture and Installation of car park shading
Project: Green One UN House (GOUNH)
Duty Station: Hanoi

Mandatory Requirement:
- Submission of valid business licence in the area
- Submission of a design including 03 components required in scope of work point 3 above
- Written commitment that the shading is able to resist the strongest storm which happened in Hanoi in the last 10 years

Qualification Evaluation:

<table>
<thead>
<tr>
<th>Submission Evaluation</th>
<th>Points obtainable</th>
<th>Bidder A, B, C . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design and drawings:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Foundation</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>- Structure: (Galvanized seamless steel pipe)</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>- detailed description of the structure components eg. pipes, accessories, paint . . .</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>- Canvas roof</td>
<td>50</td>
<td></td>
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<tr>
<td><strong>Canvas quality:</strong></td>
<td>350</td>
<td></td>
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<tr>
<td>- UV block</td>
<td></td>
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<tr>
<td>- Shade block</td>
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<td></td>
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<tr>
<td>- Warranty period- number of years</td>
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<td></td>
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<tr>
<td>- Weight per sqm</td>
<td></td>
<td></td>
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<tr>
<td>- Canvas sample</td>
<td></td>
<td></td>
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<tr>
<td><strong>Warranty Period:</strong></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>- For Structure – number of years</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Time schedule</strong></td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>The shortest time for manufacture and installation will gain maximum score</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: 1000

Annex 1 size of the vehicle parking area

Annex 2 Car shade perspective
ĐIỀU KHOẢN THAM CHIẾU

Tiêu đề: Thiết kế, Sản xuất và Xây dựng/Lắp đặt hệ thống mái che xe oto
Dự án: Tòa Nhà Xanh Liên Hiệp Quốc (GOUNH)
Địa điểm: 304 Kim Mã, Hà Nội
Thời gian: Tháng sáu-tháng tám năm 2016

1. BỘI CẢNH CHUNG


2. MỤC TIÊU

Mục tiêu là xây dựng hệ thống mái che xe ôtô trong khuôn viên khu vực văn phòng LHQ.

3. PHẠM VĨ CÔNG VIỆC:

Nhà thầu được lựa chọn sẽ tiến hành các công việc sau đây:
• Thiết kế hệ thống mái che xe oto bao gồm: móng, khung (cấu trúc), mái vải bạt
• Sản xuất và lắp đặt khung và mái bạt (để đảm bảo an ninh tòa nhà, nhà thầu được lựa chọn sẽ phải sản xuất hệ thống mái che xe oto tại xưởng sản xuất của họ)

Hệ thống mái che xe oto phải đáp ứng các yêu cầu sau:
1. Phù hợp với kích thước của khu vực đỗ xe (phụ lục 1) và thiết kế sơ lược tại phụ lục 2
2. Phần móng và kết cấu hệ thống mái che xe oto phải đủ khỏe, chống chịu được bão các cấp độ có thể xảy ra tại Hà Nội.
   - Yêu cầu tối thiểu: kết cấu làm bằng ống thép liền mạch mạ kẽm. Ốc vít, đinh tán và phụ kiện phải được làm bằng thép không gỉ 304.
   - Sơn: lớp 1 bằng sơn đặc biệt cho bề mặt GI, lớp 2 và 3 bằng sơn hoàn thiện (Màu sắc do nhà thầu đề xuất phù hợp với vải)
3. Hệ thống dễ được làm sạch thường xuyên
4. Vải mái : màu sắc đề xuất: trắng, ngà, màu be sáng, xanh da trời nhạt ,...
5. Thời hạn bảo hành tối thiểu cho hệ thống mái che xe oto (không bao gồm vải bạt che): 5 năm.

4. THỜI GIAN THỰC HIỆN:
• Thời gian dự kiến:
  - Giai đoạn đấu thầu/Thiết kế: ngày 08 đến 16 tháng 6 năm 2016
  - Họp trước báo giá: ngày 10 tháng 6 năm 2016 - 09:00h sáng
  - Giai đoạn Sản xuất: từ 27 tháng sáu đến 11 tháng 7 năm 2016
  - Giai đoạn xây dựng / lắp đặt: từ 11 đến 15 tháng Bảy năm 2016
• Địa điểm làm việc: Hà Nội

5. PHƯƠNG PHÁP:

Để giúp các nhà thầu quan tâm và hiểu kỹ về yêu cầu của Liên Hiệp Quốc, một cuộc họp trước báo giá sẽ được tổ chức tại 304 Kim Mã vào ngày 10 tháng 6 năm 2016 lúc 9:00 sáng. Cuộc họp sẽ:
• Giới thiệu chi tiết về yêu cầu hệ thống mái che xe oto
• Đánh giá xem hình trạng khu vực sẽ xây hệ thống mái che xe oto

Các nhà thầu đạt yêu cầu về kỹ thuật sẽ được lựa chọn để đánh giá tài chính. Nhà thầu có điểm tổng hợp kỹ thuật và tài chính cao nhất sẽ được lựa chọn.
6. YÊU CẦU CHUYÊN MÔN VÀ TRÌNH ĐỒ:
Các nhà thầu quan tâm cần thể hiện trong hồ sơ đấu thầu của mình các tiêu chuẩn sau:

I. Giấy phép kinh doanh (diều kiện bắt buộc)

II. Thiết kế hệ thống mái che xe oto gồm 03 bộ phận tại mục 3 ở trên cùng với phần mô tả / minh họa chi tiết.
   Yêu cầu tối thiểu: kết cấu làm bằng ông thép liền mạch ma kẽm. Ốc vít, đinh tán và phụ kiện phải được làm bằng thép không gỉ 304.
   Sơn: lớp 1 bằng sơn đặc biệt cho bề mặt GI, lớp 2 và 3 bằng sơn hoàn thiện (Mẫu sacción do nhà thầu đề xuất phù hợp với màu vải)

III. Mẫu vải và thông số kỹ thuật của vải, màu vải đề xuất: trắng, ngà, màu be sáng, xanh da trời nhạt ..
   (nhà thầu có thể nộp nhiều hơn 1 phương án tùy theo chất liệu và màu vải)

IV. Thời gian biểu cho việc sản xuất và lắp đặt tính từ khi xác nhận đơn đặt hàng

V. Báo giá cho sản xuất, lắp đặt và bảo hành sản phẩm (cho từng phương án nếu nhà thầu nộp nhiều hơn một phương án)

7. GIÁM SÁT TIẾN ĐỘ

Nhà thầu được lựa chọn sẽ thực hiện công việc theo yêu cầu với sự tham vấn thường xuyên với giám đốc văn phòng dịch vụ chung (CM) và giám đốc quản lý tòa nhà (FM). Nhà thầu phải báo cáo thường xuyên cho FM về tiến độ công việc.

Sau khi ký kết các thỏa thuận, các nhà thầu được lựa chọn và giám đốc quản lý tòa nhà FM sẽ thống nhất về phương án cuối cùng, cách thực hiện và yêu cầu báo cáo tiến độ. Tiếp theo, nhà thầu sẽ xây dựng kế hoạch thực hiện chi tiết và được sự đồng ý với giám đốc quản lý tòa nhà FM.

8. THỜI GIAN KIỂM TRA VÀ THANH TOÁN

Khoản đầu tiên 20% giá trị hợp đồng sẽ được thanh toán khi thiết kế chi tiết được giám đốc quản lý tòa nhà FM chấp nhận.

Khoản thứ hai và là cuối cùng, 80% giá trị hợp đồng sẽ được thanh toán khi nhà thầu hoàn thành hệ thống mái che xe oto và cam kết thời gian bảo hành, và với sự chấp nhận bằng văn bản của giám đốc quản lý tòa nhà (FM).
FORM FOR SUBMITTING SUPPLIER’S QUOTATION
(This Form must be submitted only using the Supplier’s Official Letterhead/Stationery)

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 “Design, Manufacture and Construction/ Installation of Canvas Car Shade for Green One UN House (GOUNH)”: 

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description/Specification of Goods</th>
<th>Quantity</th>
<th>Latest Delivery Date</th>
<th>Unit Price (per m²)</th>
<th>Total Price</th>
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Total Prices of Goods
- Cost of design
- Cost of manufacture
- Cost of Installation
- Add : Other Charges (pls. specify)

Total Final and All-Inclusive Price Quotation

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows :</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery and installation Lead Time (02 weeks from receiving Purchase Order from UNDP)</td>
<td>Yes, we will comply</td>
</tr>
<tr>
<td>Confirmation of the availability of all materials upon UN request</td>
<td></td>
</tr>
<tr>
<td>Warranty Requirements</td>
<td></td>
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<td>Validity of Quotation (90 days)</td>
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<tr>
<td>All Provisions of the UNDP General Terms and Conditions</td>
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All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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