

REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: December 1, 2016
	REFERENCE: RFQ-BD-2016-018

Dear Sir / Madam:

We kindly request you to submit your quotation for Emergency Earthquake Shelter with Essential Items — Family Pack, UNDP as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations should be submitted to the following email address clearly mentioned with "RFQ-BD-2016-018"

bd.procurement@undp.org

It shall remain your responsibility to ensure that your quotation will reach the email 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:

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Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	⊠DAP			
Customs clearance ¹ , if needed, shall be done by:	□UNDP □Supplier/Offeror			
	☐ Freight Forwarder			
Exact Address/es of Delivery	United Nations De	velopment Programme		
Location/s (identify all, if	IDB Bhaban, 19th Floo	or, Agargaon,		
multiple)	Sher-E-Bangla Nagar,	Dhaka, Bangladesh.		
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		e made within seven (07) days of award		
time exceeds this, quote may	notification.			
be rejected by UNDP)		nedule attached [if delivery will be staggered]		
	Time: N/A			
Delivery Schedule	Time Zone of Referen	ice; N/A		
Packing Requirements	⊠Required Standard			
Mode of Transport	☐ AIR	⊠LAND		
Tribute of Trunsport	□SEA			
Preferred	☐United States Dolla	□OTHER [pls. specify]		
Currency of Quotation ³	☐ Euro	12		
		adadash Taka (BDT)		
Value Added Tax on Price	□ Local Currency: Bangladesh Taka (BDT)			
Quotation ⁴	☑ Must be inclusive of VAT and other applicable indirect taxes in Unit price			
After-sales services required	☐Warranty on Parts and Labor for minimum period of one year			
· · · · ·	Technical Support			
	☐ Provision of Service Unit when pulled out for maintenance/ repair			
	☑ Others Not Applicable			
Deadline for the Submission	Tuesday, December (
of Quotation				

¹ 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.



⁴ Must be linked to INCO Terms chosen.

¹Depends 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.

¹ 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.

All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠ English
Documents to be submitted ⁵	☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ☑ Company Profile (not more than 15pages) containing client list. ☑ Latest Business Registration Certificate; ☑ Others VAT and Latest TIN Certificate ☑At least 1 Copy of Contract /Work order to substantiate that the vendor has similar type of experience along with Images/Pictures of the tent against the submitted work order or contract. ☑ 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 necessary documentation to substantiate their eligibility. Failure to do so shall result in disqualification
Period of Validity of Quotes starting the Submission Date	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	Not permitted ■ Not permitted Not
Payment Terms ⁶	☐ Upon acceptance of good 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]	 ☑ Technical responsiveness/Full compliance to requirements and lowest price⁷ ☑ 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] ☑ Others Bid Validity, Delivery Period
UNDP will award to:	☑ One and only Supplier, depending on the following factors: [Technically responsive /full compliance to requirements and lowest price]
Type of Contract to be Signed	⊠ Purchase Order
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed

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

⁶ UNDP 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 checque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

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.

	oxtimes Others : Penalty to be charged as specified
Conditions for Release of Payment	
Annexes to this RFQ ⁸	 Specifications of the Goods Required and Location of delivery (Annex 1)
	✓ Form for Submission of Quotation (Annex 2)✓ General Terms and Conditions / Special Conditions (Annex 3).
	✓ 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)
	☑ Design of the Tent and Carrying Trolley (Annex 5)
	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	If any potential company has any query about the RFQ document, that must be sent to the below email ID within 5 December'16 by 11.00 am. "Queries on Emergency Earthquake Shelter for UNDP-RFQ-BD-2016-018"
	Bd.procurement@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.
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 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

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.

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,

Sonia Mehzabeen
Operations Manager
UNDP Bangladesh
December 1, 2016



A. Specification of Tent (one family - 4 persons)

Category	item	Size and General Specification
Tent Dimensions	Total Length	4.6 m
	Total Width	4 m
	Inner Tent Length	2 m
	Inner Tent Width	2 m
	Center Height	2.2 m
	Wall Height	1.25 m
	Customer Logo	Logo at the Front and Roof
Tent Roof	Fabric Composition	Polyester 60% ±10%
		Cotton 40% ±10%
	Fabric GSM	320 gm
	Waterproof/Water	30 hpa
	Repellent	
	Tensile Strength	850 N
	Tearing Strength	60 N
	Color	As per requirement
Tent Wali	Fabric Composition	Polyester 60% ±10%
		Cotton 40% ±10%
	Fabric GSM	200 gm
	Waterproof/Water	20 hpa
	Repellent	
	Tensile Strength	650 N
	Tearing Strength	40 N
	Color	As per requirement
Inner Covering	Fabric Composition	Polyester 60% ±10%
J	, , , , , , , , , , , , , , , , , , ,	Cotton 40% ±10%
i	Fabric GSM	130 gm
	Hanged System	Yes
	No. of Rooms	1 Master Room, 1 Children's Room and 1
		Change/Bath Room
	Color	As per requirement
Mud-flap	Fabric Type	PE Woven
-	Fabric GSM	190 gm
	Waterproof	Yes
	Tensile Strength	500 N
	Tearing Strength	100 N
	Anti UV	Yes
Ground Sheet	Fabric Type	PE Woven
	Fabric GSM	190 gm
ļ	Waterproof	Yes
Í	Tensile Strength	500 N
ļ	Tearing Strength	100 N
	Anti UV	Yes
Insect Net	Fabric Type	Polyester 100%
	No. of Holes/cm ²	25 Holes
 	Usage	Both Door and Windows

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Poles	Upright Poles	25 mm diameter galvanized steel tube, 1.2 mm thickness, powder coated			
	Ridge Poles	30 mm diameter galvanized steel tube, 1.2 mm thickness, powder coated			
	Side Poles	19 mm diameter galvanized steel tube, 1.2 mm thickness, powder coated			
Windows &	2 long Windows (200x	60cm) with Screen Net and Flaps on Outer Tent, 4			
Ventilation		Net on Inner Tent, 2 Vents on Front and Backside above			
Door	2 Door with Lace System on the Outer Tent, 2 Doors with Zipper and Screen Door on the Inner Tent				
Chimney	A chimney reinforcement with non-perforated opening by the side of back door				
Stakes	Angle Steel Stakes, 25x3 mm Steel, 50 cm on Length, 6 pcs; Steel Pegs, Φ 10 mm, 30 cm Long, 4 pcs; Small Pins, Φ 6 mm, 23 cm Long, 26 pcs				
Ropes	Φ 8 mm Polyester Ropes, 3 m on Length, 6 pcs; Φ 6 mm Polyester Ropes, 3 m on Length, 4 pcs				
Hammer	1 kg Head, 30 cm Wooden Handle				
Carry Bag	Tent Fabric to be pack	ed by outer Tent Wall Canvas, Poles and Accessories to			
	be packed by Mud-flap Fabric				
Packing Size	One Master Bundle, 12	25x32x32 cm			
Gross Weight (KG)	42 KG (Approx.)				

B. Items for Family Pack (One family-4persons:

ltem	General Specification
Utensils and Cooking	Plastic Glasses (4 Nos. Medium)
Items	Water Bottles (12 Nos. 1.5 L)
	Cooker (1 Nos. 2L Kerosene Burner)
	Lantern (Kerosene)
	Kerosene and Jerry Can (10 L)
	 Knives, Forks and Spoons (Medium Size 1 Set of 4 pcs each)
	 Plastic/Melamine Mug (4 Nos. Standard 0.5 L)
	Plastic/Melamine Plate (4 Nos. Standard 9")
	 Cooking Pots (Karai, Dekchi, Saucepan, Dadu, Panyu) (Made of
	Silver, Set of 4)
	 Tea Towels (2 Nos. Standard)
	 Kitchen Scourer (1 No. Standard)
	Can Opener (1 No. Standard)
	 Knife, Sharp (1 No. 8" Stainless Steel with Plastic Butt)
	 Tarpaulin for Cooking Space (4'x6')
Clothing Items	Rubber Gloves (2 Pairs Standard)
	Wet Weather Jacket (1 No. Free Size)
Cleaning Items and	Dish Soap (130 gm)
Detergents	 Dustpan and Broom (1 No. Standard Plastic Set)
	Toilet Paper (10 Rolls Standard Size)
Support Items	Rechargeable Torch Light (1 No. Standard Medium Size LED)
	 Candles and Matches (20 Candles and 10 Matches)
	 Notebook and Pens (2 Notebook and 4 Pens)

	 Kit Bag/Duffle Bag (For carrying small essential items) Water Container (1 No. 200 L) Solar PV Generator (1 No. Small) Water Purifier/Solar Water Purifier (30 to 35 L)
Food Items	 Oats (Cornflakes) 750 gm Pack (3 Packs) lodized Salt (1 kg) Rice (5 kg) Lentil (2.5 kg) Sugar (2 kg) Mustard Oil (1 L) Tea Bags (100 bags) Milk Powder (500 gm)
Medicines and Related Items	 Instant Coffee (50 gm) Water Purifying Liquid (1 Bottle) Normal Saline (500 m) Leukoband (10cmx4.6m 1 Roll) Silvan Ointment (1 Tube) Anand Bandage (2" 1 Pack) Anand Bandage (3" 1 Pack) Eye Pad (2 Packs) Kulfa Pad (10 cm x 10 cm 2 Packs) Paraffin Gauge Pad (10 cm x 10 cm 2 Packs) Cotton AB (100 gm) Surgical Gloves (1 Pack) Other Medical Kit Items with Kit Box – Antiseptic, Iodine, Brufen, Paracetamol, Isopgul etc.)

C. Carrying Trolley

Item	General Specification
Carrying Trolley	Φ 25 mm MS Pipe with Powder Coated Paint with Canvas bag attached by belt, Tent and Family Pack is securely packed and ready with Carrying Trolley

Sincerely yours,

Sonia Mehzabeen
Operations Manager
UNDP Bangladesh
December 1, 2016



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-2016-007:

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

Sl.	Emergency Earthquake Shelter with Essential Items:	Required Quantity	Unit Price in BDT	Total Price in BDT
1	Tent (4 persons in one family)	15 families		
2.	Items for Family Pack (4 persons in one family)	15 families		
3.	Carrying Trolley	15 families		
	Grand Total in	BDT		

Following items are for one family (for four persons):

SI.	Description	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
	A. Specifications for Ter	nt			
A1	As per Annex I (detail specification of Tent)	Piece	01		
	Subtotal amount of A (Tent) i	n BDT			
	B. Items for Family Pack (4 persons	in one fam	ilv)		
	Utensils and Cooking Items	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
	B1.1 Plastic Glasses (4 Nos. Medium)	Nos	4,		
81	B1.2 Water Bottles (12 Nos. 1.5 L)	liter	12	_	
	B1.3 Cooker (1 Nos. 2L Kerosene Burner)	Nos	1		
	B1.4 Lantern (Kerosene)	Nos	1		
	81.5 Kerosene and Jerry Can (10 L)	liter	1		
	B1.6 Knives, Forks and Spoons (Medium Size 1 Set of 4 pcs each)	Set	4		
	B1.7 Plastic/Melamine Mug (4 Nos. Standard 0.5 L)	Nos	4		

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

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

	B1.8 Plastic/Melamine Plate (4 Nos. Standard 9")	Nos	4		
	B1.9 Cooking Pots (Karai, Dekchi, Saucepan, Dadu, Panyu) (Made of Silver, Set of 4)	Set	4		
 	B1.10 Tea Towels (2 Nos. Standard)	Nos	2	-	
	B1.11 Kitchen Scourer (1 No. Standard)	Nos	1		<u> </u>
1	B1.12 Can Opener (1 No. Standard)	Nos	 1		
!	B1.13 Knife, Sharp (1 No. 8" Stainless Steel with Plastic Butt)	Nos	1	:	<u> </u>
:	B1.14 Tarpaulin for Cooking Space (4'x6')	Nos	1		
	Clothing Items	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
B2	B2.1 Rubber Gloves (2 Pairs Standard)	Pair	2		
	B2.2 Wet Weather Jacket (4 No. Free Size)	Nos	4		-
	Cleaning Items and Detergents	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
В3	B3.1 Dish Soap (130 gm)	Nos	2	-	
! 	B3.2 Dustpan and Broom (1 No. Standard Plastic Set)	Nos	1		
	B3.3 Toilet Paper (10 Rolls Standard Size)	Nos	10	<u> </u>	
	Support Items	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
	B4.1 Rechargeable Torch Light (1 No. Standard Medium Size LED)	Nos	2		
В4	B4.2 Candles and Matches (20 Candles and 10 Matches)	Dozen	1		
	84.3 Notebook and Pens (2 Notebook and 4 Pens)	Set	1	·	
	B4.4 Kit Bag/Duffle Bag (For carrying small essential items)	Nos	1	 .	
	B4.5 Water Container (1 No. 200 L)	Nos	1		
i	84.6 Solar PV Generator (1 No. Small)	Nos	1		
	B4.7 Water Purifier/Solar Water Purifier (30 to 35 L)	Nos	1	 	
B5	Food Items	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
Ì	B5.1 Oats (Cornflakes) 750 gm Pack (3 Packs)	Packs	3	· · · · · · · · · · · · · · · · · · ·	

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	B5.2 lodized Salt (1 kg)	Kg	1		
	B5.3 Rice (5 kg)	Kg	5		
	B5.4 Lentil (2.5 kg)	Kg	2.5	!	
	B5.5 Sugar (2 kg)	Kg	2		
	B5.6 Mustard Oil (1 L)	Liter	1		
	B5.7 Tea Bags (100 bags)	Pack	1		
	B5.8 Milk Powder (500 gm)	Pack	1		
·	B5.9 Instant Coffee (50 gm)	Bottle	1		
	Medicines and Related Items	Unit	Quantity	Unit Price (BDT)	Amount (BDT)
	B6.1 Water Purifying Liquid (1 Bottle)	Bottle	1	7	
	B6.2 Normal Saline (500 m)	Pack	1		
	B6.3 Leukoband (10cmx4.6m 1 Roll)	Roll	1		
	B6.4 Silvan Ointment (1 Tube)	Tube	1]
	B6.5 Anand Bandage (2" 1 Pack)	Pack	1		
В6	B6.6 Anand Bandage (3" 1 Pack)	Pack	1		
	B6.7 Eye Pad (2 Packs)	Pack	2		
	B6.8 Kulfa Pad (10 cm x 10 cm 2 Packs)	Pack	2		
	B6.9 Paraffin Gauge Pad (10 cm x 10 cm 2 Packs)	Pack	2		
	B6.10 Cotton AB (100 gm)	Pack	2	- · · · · · · · · · · · · · · · · · · ·	
	B6.11 Surgical Gloves (1 Pack)	Pack	1		
	B6.12 Other Medical Kit Items with Kit Box – Antiseptic, lodine, Brufen, Paracetamol, Isopgul etc.)	Pack	1		
	Subtotal amount of <i>B</i> (Items for Family Pack) in <i>B</i>	DT			
·-·	C. Carrying Trolley:	· - · · · ·		·	
C1	25 mm MS Pipe with Powder Coated Paint with Canvas bag attached by belt, Tent and Family Pack is securely packed and ready with Carrying Trolley	U	nit	1	

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Subtotal amount of C (Carrying Trolley) in BDT	
Subtotal Amount of Tent, Items for Family Pack & Carrying Trolley (A+B+C) in BDT	

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

Other Information pertaining to our	Your Responses				
Quotation are as follows :	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter quotation		
Delivery Lead Time (within 1 week of award notification)					
Validity of Quotation					
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.

[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.

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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 <u>Force Majeure</u>), 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,

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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

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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.

N. A. Bitt

Declaration

Date:
United Nations Development Programme UNDP Registry, IDB Bhaban, Agargaon Sher-E-Bangla Nagar, Dhaka, Bangladesh
Assignment: "Emergency Earthquake Shelter with Essential Items – Family Pack, UNDP"
Reference: RFQ-BD-2016-018

Yours Sincerely,

M.A. DKL

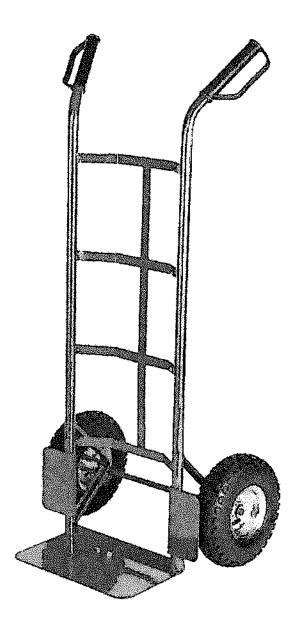
Annex 5

Figl: Family Tent Outer View



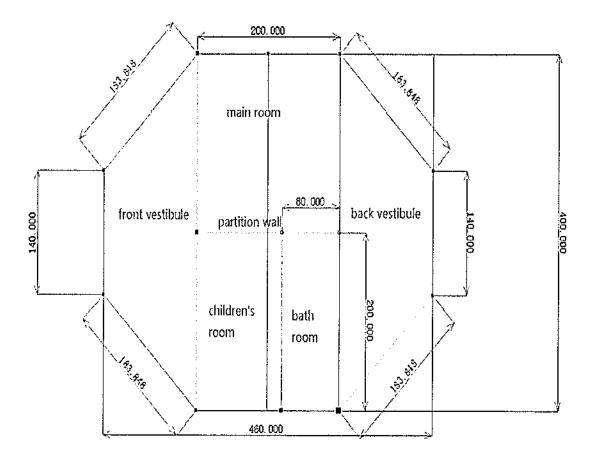
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Fig: 2 Design/Image of the Carrying Trolley



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Fig 3: Layout of Family Tent



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