

REQUEST FOR QUOTATION (RFQ)
(Goods/Services)



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NAME & ADDRESS OF FIRM:	DATE: 05 December 2016
	REFERENCE: RFQ/2016-CHTDF13 Cleaning Services to Rangamati Office; January – June 2017

Dear Sir / Madam:

We kindly request you to submit your quotation for the items as detailed in Annex 1 (Schedule of Requirements) of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex I.

Please submit your hardcopy Quotation on or before **17th December 2016; 12:00 midnight (local time)** to
CHTDF-SID Office, Rajbari Road, Rangamati; **Attention: Procurement Section**

Please mention RFQ reference “**RFQ/2016-CHTDF13**” in your quotation in the top of envelope.

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:

Exact Address/es of Delivery Location/s (identify all, if multiple)	CHTDF –UNDP Office, Rajbari Road, Rangamati.	
Latest Expected Delivery Date and Time	<input type="checkbox"/> [indicate number] days from the issuance of the Purchase Order (PO) <input checked="" type="checkbox"/> Expected Commissioning in Rangamati on 01 January 2017	
Delivery Schedule	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required	
Packing Requirements	Standard Packing	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input checked="" type="checkbox"/> LAND <input type="checkbox"/> OTHER
Preferred Currency of Quotation	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : BDT (Taka)	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input type="checkbox"/> Warranty for minimum period <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others	
Deadline for the Submission of Quotation	17th December 2106; Saturday; 12:00 mid night (local time)	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	
Documents to be submitted	<input checked="" type="checkbox"/> Company background information	<ul style="list-style-type: none"> • Comprehensive profile of your company / organization • Proof of registration of the company e.g. trade license etc.

	<input checked="" type="checkbox"/> Financial strength	<ul style="list-style-type: none"> • Bank solvency certificate from a recognized commercial bank.
	<input checked="" type="checkbox"/> Logistics and back up support facilities	<ul style="list-style-type: none"> • Existing number of staffs. • Information on office setup. Number offices and their locations.
	<input checked="" type="checkbox"/> Past experience of providing cleaning services (experience in CHT is desirable)	<ul style="list-style-type: none"> • Information on previous contracts of a similar nature. Provide names, locations, reference and contacts with the names of references for these contracts.
	<input checked="" type="checkbox"/> Experience with any UN or international organization	<ul style="list-style-type: none"> • Information on previous contracts of a similar nature. Provide names, locations, reference and contacts with the names of references for these contracts.
	<input type="checkbox"/> Proof of physical address for Company office – eg Lease agreement <input type="checkbox"/> Provide CVs of at least 3 key personnel that will be assigned to the project; <input type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected; <input type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance;	
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 60 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Partial bidding is permitted; But bidder has to quote for full quantities on any particular item. Partial quote on quantity for any item is not allowed.	
Quality Criteria	<input type="checkbox"/> Bidders are requested to submit samples for all quoted Items. Specification and samples will be checked based on the sample checklist provided in Annex-1	
Payment Terms	<input checked="" type="checkbox"/> Month wise payment will be made upon successful Service provided. <input type="checkbox"/> Others	
Liquidated Damages	1% per day on the total value of delayed delivery. In case the delay is more than 1 month the PO will be cancelled.	
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input type="checkbox"/> Earliest Delivery / Shortest Lead Time <input type="checkbox"/> Conformity with the delivery schedule mentioned in Annex I <input type="checkbox"/> Quality of the sample of similar previous work	
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier <input type="checkbox"/> One or more Supplier	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type/s of Contract	
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the service is poor/unsatisfactory <input type="checkbox"/> Poor quality/unacceptable service and failure to do necessary corrections/replacements as requested by CHTDF, UNDP will result in cancellation of the PO	
Conditions for Release of Payment	Passing Inspection <input type="checkbox"/> Passing all Testing <input type="checkbox"/> Completion of Training on Operation and Maintenance <input checked="" type="checkbox"/> Written Acceptance of Service received based on full compliance with PO requirements after full delivery <input checked="" type="checkbox"/> Month wise payment will be made upon successful Service provided. <input type="checkbox"/> Others	

Submission Procedures	<input checked="" type="checkbox"/> Hardcopy Quotation may be submitted on or before 17th December 2016; 12:00 midnight (local time) to CHTDF-SID Office, Rajbari Road, Attention: Procurement Section subject line should contain the RFQ reference” RFQ/2016-CHTDF13” <input checked="" type="checkbox"/> Quotation Submission Form is attached in Annex I <input type="checkbox"/> E-mail submission of quotations is NOT allowed
Eligibility Criteria	<input checked="" type="checkbox"/> A registered supplier of concerned authority. <input checked="" type="checkbox"/> Compliance with the required specification <input checked="" type="checkbox"/> Submission of all requested supporting documents
Award Criteria	<input checked="" type="checkbox"/> Contract will be awarded to the lowest offer which meets all criteria mentioned above or the offer which gives the best value for money to UNDP
Annexes to this RFQ	<input checked="" type="checkbox"/> Form for Submission of Quotation as Annex I <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions as Annex III <input type="checkbox"/> Bill of Quantity (BoQ) as Annex III <input type="checkbox"/> ToR as Annex IV) <input type="checkbox"/> Others Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Other Information	<input type="checkbox"/> A pre-bid meeting and site view will be held on All interested Organizations/NGOs are requested to participate at the meeting. Maximum two (2) participants from each organization are allowed.
Contact Person for Inquiries (Written inquiries only)	<u>protul.dewan@undp.org or hasan.ullah@undp.org</u> Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected.

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

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five 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,



Ratan Khisha
Operations Manager

Annex I:**Quotation Submission Form****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 Reference No. _____:

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

Sl. No	Short description	Unit (month)	Quantity	Unit Rate	Amount
1	Monthly costs for Non-Consumables: Such as vacuum cleaner, paper shredder, napkin dispenser, duster cloths, belcha, brushes, glass squeezer, cotton mobs, baskets, tube-lights, bulbs etc. (Based on actual consumption and up to a maximum of taka 15,000/= per month)	6			
2	Monthly costs for consumables: Such as cleaning materials, paper napkins, liquid soaps, toilet paper, mothballs, air-freshener, insect killers, dish cleaners, toilet cleaners, brooms, glass cleaning fluids, liquid antiseptics etc. (Based on actual consumption and up to a maximum of taka 25,000/= per month)	6			
3	Monthly staff salary including Bonus				
	Service Engineer: 1 Person (Rangamati)	6			
	Supervisor: 1 Person (Rangamati)	6			
	Cleaner: 07 Persons (Rangamati-05, Khagrachari-01 & Bandarban-01)	6			
4	Complete Uniform, footwear, ID Card etc.				
	Service Engineer (Tk. x 01 Engineer)	6			
	Supervisor (Tk. x 01 Supervisor)	6			
	Cleaners (Tk. x 07 Cleaners)	6			
5	Other costs with detail breakdown				
Total =					

In word Taka -

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

Other Information pertaining to our Quotation are as follows :	Companies Responses/complies		
	<i>Yes,</i>	<i>No,</i>	<i>If No, pls. indicate counter proposal</i>
Company background information <ul style="list-style-type: none"> Comprehensive profile of your company / organization Proof of registration of the company e.g. trade license etc. 			
Financial strength <ul style="list-style-type: none"> Bank solvency certificate from a recognized commercial bank. 			
Logistics and back up support facilities <ul style="list-style-type: none"> Existing number of staffs. Information on office setup. Number offices and their locations. 			
Past experience of providing cleaning services (experience in CHT is desirable) <ul style="list-style-type: none"> Information on previous contracts of a similar nature. Provide names, locations, reference and contacts with the names of references for these contracts. 			
Full acceptance of the PO/Contract 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]

Annex-II

Terms of Reference

Cleaning & Electrical Services at CHTDF-UNDP SID Offices in Chittagong Hill Tracts

1. Background:

UNDP's programme for the Promotion of Development and Confidence Building in the Chittagong Hill Tracts (CHT) through its Chittagong Hill Tracts Development Facility (CHTDF) works for the overall development of opportunities for all peoples and communities resident in the CHT. The development purpose of the programme is to support the Government of Bangladesh and enable the institutions of the CHT and their constituent communities to pursue accelerated, sustainable socio-economic development and regional poverty reduction, based on the principles of self reliance, local participation, and decentralized development.

Since its inception in 2003 CHTDF-UNDP SID has expanded its' offices, personnel, vehicles, boats and other equipment (including Air conditioners & electrical appliances). Currently there are three (3) office buildings in Rangamati, one (1) office in Khagrachari and one (1) office in Bandarban.

2. Objectives of the Assignment:

To provide cleaning and electrical services to the CHTDF-UNDP SID offices located in Rangamati, Khagrachari and Bandarban districts.

3. Scope of Work:

A. Cleaning Services:

The contractor is expected to provide daily cleaning services to CHTDF-UNDP SID offices located in Rangamati, Bandarban and Khagrachari districts.

B. Electrical Services:

Currently CHTDF-UNDP SID has a large number of air conditioners, ceiling fans, computers and other electrical equipments. Beside these items, two are four large generators at Rangamati. It is extremely important that these equipments are regularly serviced, maintained and repaired depending on the condition and type of work required. The contractor is expected to provide regular electrical/mechanical maintenance of these equipments.

i) Location and office spaces:

The Contractor will be providing primarily the cleaning services and electrical maintenance services to the offices and number of buildings currently functioning in CHT. The number of buildings and the locations of the offices are as follows :

Sl.	Office Location	Address	Type of building	Space (sft)	No. of cleaners
1.	Rangamati (Blgd-1) District Office	Rajbari Road, Rangamati	Two storied & compound	3337	2
2.	Rangamati (Blgd-2) District Office	Rajbari Road, Rangamati	Two Storied	1938	1
3.	Rangamati (Blgd-5) District Office	Rajbari Road, Rangamati	One storied & Compound	3000	2
4.	UNICEF Space, Rangamati (Blgd-4)	Rajbari Road, Rangamati	2 nd Floor	1800	1
5.	Bandarban District Office	HDC Office, Bandarban	04 rooms	450	1
6.	Khagrachari District Office	HDC Office, Khagrachari	03 rooms	450	1

Summary of personnel to be deployed

- (a) Cleaners : 07
- (b) Supervisor : 01 (UNICEF Bldg)
- (c) Engineer: 01

ii) The Contractor should also have a provision to extend services beyond these offices if required. Cleaning services to be rendered under contractual obligation and as per on-the-spot standing instructions from time to time.

iii) Contractor's workforce and responsibilities:

The cleaners should be experienced in their specific nature of work. They should be of good health (free from skin and infectious diseases), should be above 18 years of age, energetic, honest, polite and should wear uniform and ID card while on duty. The United Nations is a gender balanced organization and therefore in principle prefers deployment of staff (male/female) in consultation with the Management at a balanced ratio to the extent possible and their working hours may be adjusted based on the socio-cultural climates and situations. The Supervisor should have basic knowledge of spoken English while the cleaners are expected to understand basic instruction in English language.

Normally, the working hours should not be more than 8 hours; and in exceptional circumstances, overtime up to a maximum of 4 hours in a day may be considered. They should have a weekly day off. For all staff *Police Clearance* should be obtained by the contracting company before deployment at UN Offices/Projects. Start times and finish times shall be dependent on the working hours of a specific field office and shall be agreed by both parties in consultation with the head of the CHTDF-UNDP SID offices located. The contractor shall provide substitute worker if management desires any replacement due to unsatisfactory service and for any other reasons deem fit for replacement

The Contractor will be under obligation to provide cleaning services other than the office days if required by the Management. For such additional works they shall be paid on hourly basis to be agreed upon by both parties. The Company should indicate the cost per hour in the financial proposal.

For Engineer/Electrical the required qualification: Electrical or equivalent diploma from a government recognized Institution. Must have a minimum work experience of three (3) years in the relevant field. Experience on house hold electrical works will be considered as an added qualification.

Note:

- Before deployment of any staff by the contractor in CHT, the contractor shall have to provide category-wise CV(s) of the concerned staff to Operations Manager, CHTDF-UNDP SID Rangamati for "Review and Acceptance". The Operations Manager or designated team of officers shall have the right to interview the person(s), prior to deployment if necessary.
- Subject to the review of prevailing situation from time to time, the numbers of personnel required may increase or decrease as per requirement.
- If required, the Contractor shall have to provide additional janitorial or other support staff, such as Electricians, messenger services, pantry services Etc. to render specific job/services.

4. Deliverables/Outputs of the assignment/service:

i) To provide cleaning and electrical services to ensure day to day smooth functioning of the CHTDF-UNDP SID offices as per the scope of work mentioned above, the Contractor will undertake the following activities in daily/regular basis:

- (a) Floors: Sweeping and swabbing, scrubbing using detergent (carpeted area should be cleaned using vacuum cleaners)
- (b) Office furniture & fixtures, equipment, computers and accessories, doors and windows, Thai aluminum fittings, glasses, venetian blinds and window screens: Wiping and cleaning by using high quality cleaning materials, as approved by the Organization(s).
- (c) Cleaning of carpets, venetian blinds, fabricated chairs/sofa as and when needed for the specific areas on an ad-hoc cost basis with required equipment and health hygienic cleaning materials. No human health-hazard chemicals/materials will be allowed to use as cleaning materials.
- (d) Wastage and garbage: Cleaning of all waste paper, wastage and garbage as per on-the-spot instructions from in and around the offices and dispose of them outside the building in a proper and environment friendly manner at the roadside dustbin or at the designated place(s). All waste papers must be shredded before disposing off or burnt under supervision of CHTDF-UNDP SID designated staff. Contractor should consider environment and have the capacity to recycle of all waste papers etc.
- (e) Toilets floor, pan/commode, urinals and wash basins: Sweeping, swabbing, scrubbing and cleaning using high quality cleaning materials/detergent, as approved by the Organization(s). All toilets should be cleaned frequently.

- (f) Fumigation: On a regular interval or as and when required effective fumigation treatment against termites, cockroaches, ants, rats, flies, spiders, lizards etc. should be applied. No human health-hazard chemicals/materials will be allowed to use.
- (g) The cleaners may sometime be required to render manual labourer's job for re-arranging the office furniture, equipment and supplies based on the standing instructions.

ii) Supply of materials:

The Contractor will be responsible for adequate supply of following cleaning equipment and materials-

- (a) Paper napkins, liquid soaps, toilet paper, mothballs, air-fresheners, insect killer, dish washing powders, liquid toilet cleaners, glass cleaning fluid, liquid antiseptics, detergent powder etc.;
- (b) Paper napkin dispenser, duster cloths, brooms, belcha, brushes, glass squeezer, cotton mobs, baskets etc.;
- (c) Vacuum cleaners, paper shredder and other required equipment

iii) Electrical Maintenance by Service Engineer:

Under the direct supervision of the Admin team, the incumbent will carry out the following duties and responsibilities.

- Maintenance of all electrical installations, generators and other electrical/electronic equipment;
- Trouble shooting and carry out minor repair and installation work;
- Carry out regular servicing of Air conditioners and ensure proper functioning of ACs;
- Supervise and inspect repair and installation work carried out by vendors in any of the office locations within CHT;
- Carry out electrical cabling works and replacement of bulbs and other appliances;
- Carry out regular servicing of generators and other equipment at district and Upazila offices as and when required;
- Carry out periodical inspection and visit district and upazila offices for repair and maintenance works if required;

5. Tentative Payment Schedule:

Payment will be made in monthly instalments upon certification by the CHTDF-UNDP SID authorized representative. The contractor has to submit the bill showing detail breakdown of the monthly expenses including salary, consumables, non-consumables, overtime (if any) etc. by the 1st week of following month.

6. Period of Assignment/service:

The contract will awarded for a period of 01 January 2017 to 30 June 2017.

7. Inputs:

A. Input from the Contractor:

Contractor shall provide the following,

- Deploy their regular staff at the UN Offices (casual labour will not be accepted);
- Supply of required materials on regular basis;
- Payment of staff salary/allowances on time (within the 1st week of the following month). Irrespective of payment received from UNDP. Minimum salary of the staff should not be less than the minimum wages as per Bangladesh Government rules;
- Contractor will be made responsible for any theft case which by evidence refers to the involvement of the cleaners or any of its staffs;
- Ensure appropriate uniform including footwear & ID card. Uniform should be in good condition through out the contract period.

B. Input from UNDP:

- CHTDF-UNDP SID will provide storage facility for storing materials and distribution.

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.'

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. **Submission of number of units and unit rates are mandatory.**

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule:
RFP for Cleaning & Electrical Services at CHTDF-UNDP Offices

Description		Unit Cost	Monthly Total BDT	Yearly Total BDT
a) Monthly costs for Non-Consumables:				
Such as vacuum cleaner, paper shredder, napkin dispenser, duster cloths, belcha, brushes, glass squeezer, cotton mobs, baskets, tube-lights, bulbs etc. (Based on actual consumption and up to a maximum of taka 15,000/= per month)				
b) Monthly costs for consumables:				
Such as cleaning materials, paper napkins, liquid soaps, toilet paper, mothballs, air-freshener, insect killers, dish cleaners, toilet cleaners, brooms, glass cleaning fluids, liquid antiseptics etc. (Based on actual consumption and up to a maximum of taka 25,000/= per month)				
c) Monthly staff salary including Bonus				
Service Engineer: 1 Person (Rangamati)				
Supervisor: 1 Person (Rangamati)				
Cleaner: 07 Persons (Rangamati-05, Khagrachari-01 & Bandarban-01)				
d) Complete Uniform, footwear, ID Card etc.				
Service Engineer (Tk. x 01 Engineer)				
Supervisor (Tk. x 01 Supervisor)				
Cleaners (Tk. x 07 Cleaners)				
e) Other costs with detail breakdown				
Total				

Annex III:

General Terms and Conditions



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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.