

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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,



Ermira Basha
Operations/HR Specialist, UNDP Libya
December 9, 2016



REQUEST FOR QUOTATION (RFQ) Translation Services

UNDP Libya based at Tunis Immeuble SILAC, 6 rue des lacs mazuries, les Berges du Lac,1053	DATE: December 9, 2016
	REFERENCE: UNDP/RFQ/12-Transaltion Services/2017

Dear Sir / Madam:

We kindly request you to submit your quotation for **Translation and interpretation Services**, 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 **December 19, 2016** and via ☒ *e-mail*, ☒ *courier mail* to the address below:

United Nations Development Programme
UNDP Libya based at Tunis
Immeuble SILAC, 6 rue des lacs mazuries, les Berges du Lac,1053
Email: procurement.ly@undp.org

Quotations submitted by email must be limited to a maximum of **04 MB**, virus-free 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 required services;

Delivery Terms [INCOTERMS 2010]	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	N/A
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	N/A
Delivery Schedule	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
Packing Requirements	N/A
Preferred Currency of Quotation ¹	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency: Tunisian
Value Added Tax on Price Quotation ²	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, Monday, 16 Dec 2016
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 <i>[pls. specify, including dialects, if needed]</i>
Documents to be submitted ³	<ol style="list-style-type: none"> 1. Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured. 2. Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation 3. Properly filled-in Priced Sheet in hard form as per the format with company stamp and signature (section 2) 4. List and value of translation/interpretation services performed for the last 2 years, plus client's contact details

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.

² 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.

³ First 2 items in this list are mandatory for the supply of imported goods

	<p>who may be contacted for further information on those contracts (Annex A)</p> <p>5. Statement of Satisfactory Performance from the top three Clients in terms of Contract Value executed during the past two years/list of previous contracts and projects related to similar nature.</p> <p>6. All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p> <p>7. Cancellation provisions (to the advantageous of UNDP)</p>
Period of Validity of Quotes starting the Submission Date	<p><input type="checkbox"/> 30 days</p> <p><input checked="" type="checkbox"/> 90 days</p> <p><input type="checkbox"/> 120 days</p> <p>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.</p>
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p>
Payment Terms ⁴	<p><input checked="" type="checkbox"/> 100% upon complete of services as per TOR</p> <p><input type="checkbox"/> Others <i>[pls. specify]</i></p>

⁴ 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 cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Evaluation Criteria	<p><input checked="" type="checkbox"/> Minimum 2 years of experience in similar contracts</p> <p><input type="checkbox"/> Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council</p> <p><input type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁵</p> <p><input type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions</p> <p><input type="checkbox"/> Copies of contract for <u>translation/interpretation</u> contracts/services, executed in past 2 years, with cumulative amount not less than TND 40,000 - <u>pls provide the details as per Annex A</u></p> <p><input checked="" type="checkbox"/> CVs of all proposed translators (<u>at least 5 CVs</u>) must be part of the submission, within minimum of 02 years' experience as translators/interpretations.</p> <p>Each proposed translator must be registered under the bidding company and provide a confirmation of availability for provision of requested UNDP translation services.</p> <p>In case of selection of the firm, the CVs of the proposed translators will be annexed to the contract. Upon requirement, the firm has to provide the translators as per CVs provided. Any changes to this has to approved by UNDP.</p>
UNDP will award to:	<p><input type="checkbox"/> One and only one supplier</p> <p><input checked="" type="checkbox"/> One or more Supplier, (as per the requirements of RFQ)</p>
Type of Contract to be Signed	<p><input type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Long-Term Agreement⁶</p> <p><input type="checkbox"/> Other Type/s of Contract</p>

⁵ 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.

⁶ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

Conditions for Release of Payment	<input checked="" type="checkbox"/> within 10 work days, upon receiving and approval of invoice.
Annexes to this RFQ ⁷	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input type="checkbox"/> Others <i>[pls. specify, if any]</i> 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) ⁸	<i>Procurement Unit, UNDP Libya</i> procurement.ly@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.

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.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

⁸ 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.

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Sincerely yours,

Ermira Basha
Operations/HR Specialist, UNDP Libya
December 9, 2016

TERMS OF REFERENCE

LONG TERM AGREEMENT (LTA) FOR TRANSLATION AND INTERPRETATION SERVICES

The United Nations Development Programme (UNDP) Libya, based at Tunis, Tunisia is seeking offers from established firms to provide the translation and interpretation services for the events in Tunis - Tunisia, to establish a Long Term Agreement (LTA), for One (1) year, from **01 Jan 2017 till 31 Dec 2017**, at fixed prices.

The required services are:

-) Simultaneous Translation Equipment
-) Interpretation Services (Translators)
-) Data Show/Projectors
-) Sound Equipment
-) Microphones (Fixed and Wireless)
-) Audio Recording Equipment
-) Translation of pages
-) Photocopying (Color and Black & White)
-) Spiral binding

The average annual volume of translation/interpretation services procured in 2016 amounts to approximately **TND 250,000** (01 January –30 November 2016). Translation/interpretation in the year 2017 is expected to remain in the range of **TND 335,000**. However, any agreement resulting from this invitation to bid carries with it no guarantee of future business levels of translation services hereunder, and UNDP do not guarantee any minimum quantity of services.

SETTING UP OF LONG TERM AGREEMENT (LTA)

-) Through this process, at least 2-3 bidders will be awarded, where second – Third lowest technically complied bidders bid should not exceed **20%** higher than the lowest bid. If second - third lowest bid exceed 20% tolerance level, then only suppliers within 20% tolerance level will be awarded the contract.
-) The prices will remain fixed for 01 year (2017)
-) The multiple LTAs will be without secondary competition and work will be distributed among each LTA holders over a period of 01 year, based on following conditions/criteria:
 - Availability of requirements when needed
 - Supplier's performance during the LTA period.

PROCEDURE FOR REQUESTING SERVICES

-) Each time, for the required services, UNDP Libya will send a request in writing to the selected supplier. Based on the availability of translators/equipment, supplier needs to send a confirmation along with a quote in accordance with the signed LTA/agreed prices.
-) UNDP Libya will confirm in writing for his agreement on submitted quote
-) In case prices of services are more than \$ 2,500, a confirmation and Purchase Order will be issues for the services.

-) For the services less than \$ 2,500, a written confirmation will be issued by UNDP Libya
-) All payment will be made within 10 work days of submission and approval of following documents:
 - UNDP's request for service
 - Supplier Quotation
 - UNDP confirmation/Purchase Order
 - Invoice for the services (original)

Cancellation Provision:

-) Company must provide the cancellation provisions related to below scenarios. **THESE CANCELLATION PROVISIONS MUST BE ADVANTAGEOUS TOWARDS UNDP AND WILL BE EVALUATED BEFORE THE AWARD OF CONTRACT. COMPANY CAN PROVIDE THEIR OWN CANCELLATION PROVISIONS**
1. Prior to the start of services, cancellation could be given within ____ days (__ hours) prior notice. In this case, no cancellation charges will be paid.
 2. In case of late cancellation of services within ____ days (__ hrs) prior to event starting time, bidder may charge as per below:
 - In case of up to 02 days' event, bidder may charge up to _____ as cancellation cost.
 - In case of more than 2 days' event, bidder may charge up to _____ as cancellation cost.
 3. In case of cancellation of event within contract dates/services, bidders may charge up to _____ as cancellation cost.

Others:

-) Price should be inclusive of all applicable taxes and installation/transportation at venues/hotels in Tunis City;
-) In case of services required outside Tunis City, UNDP Libya may ask to provide the services, and transportation/travelling & boarding/lodging cost will be paid on actual upon providing the supporting documents.
-) Security of the equipment will be the responsibility of company.
-) Arrangement for Refreshments/lunch/coffee breaks for company staff (translators, support staff) during the meeting will be the responsibility of company.
-) Equipment must be installed one night before the start of event or at least 3 hrs before the start of event.

Performance Evaluation:

-) Performance of the supplier will be evaluated by concerned project and operations unit. In case, more than 3 written complaints received during the tenure of LTA. The engagement with the company will be reviewed.

Documents to Submit

The companies are required to submit the below mentioned documents as part of bid.

S. NO	DESCRIPTION	(Y/N)
1	Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured	
2	Certificate of Registration of the business; including Articles of Incorporation, or equivalent document if Bidder is not a corporation.	
3	Properly filled-in Priced Sheet in hard form as per the format with company stamp and signature (section 2).	
4	List and value of <u>translation/interpretation</u> services performed for the last 2 years, plus client's contact details who may be contacted for further information on those contracts (Annex A)	
5	Statement of Satisfactory Performance from the <u>top three Clients</u> in terms of Contract Value executed during the past two years/list of previous contracts and projects related to similar nature.	
6	All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.	
7	Document providing that company has Minimum 2 years of experience in similar contracts.	
8	Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council – <u>a written statement must be provided.</u>	
9	Full acceptance of the PO/Contract General Terms and Conditions (filled table 3)	
10	Copies of contract for <u>translation/interpretation</u> contracts/services, executed in past 2 years, with cumulative amount not less than <u>TND 40,000</u> - <u>pls provide the details as per Annex A</u>	
11	Cancellation provisions must be provided by company	
12	<p>CVs of all proposed translators (<u>at least 5 CVs</u>) must be part of the submission, within minimum of <u>02 years' experience as translators/interpretations.</u></p> <p>Each proposed translator must be registered under the bidding company and provide a confirmation of availability for provision of requested UNDP translation services.</p> <p>In case of selection of the firm, the CVs of the proposed translators will be annexed to the contract. Upon requirement, the firm has to provide the translators as per CVs provided. Any changes to this has to approved by UNDP.</p>	

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁰)

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: **UNDP/RFQ/12-Transaltion Services/2017**:

-)] The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.
-)] Please note, that no deletion or modification may be made in the financial proposal form. Any such deletion or modification may lead to the rejection of the Proposal.
-)] All prices/rates quoted must be Inclusive of all applicable taxes:

A: Cost per Day

Cost must be inclusive of all taxes					
S. NO	Cost Components	Quantity (A)	Cost (TND) (B)	Finance Offer (A*B)	Remarks
1	Simultaneous Translation equipment – Cabin with at least 30 headsets	1			Per Day Cost to be provided for 01 Cabin with at least 30 headsets
2	Additional Headsets	1			Per Day Cost to be provided for 01 additional headset
3	Interpretation Services (English to Arabic/French and vice versa)	1			Per Day Cost to be provided for Translator/interpreter for 01 day (English to Arabic/French and vice versa)
4	Data Show/Projector	1			Per Day Cost to be provided for Data Show/Projector

⁹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

5	Laptop for Data Show/Projector	1			Per Day Cost to be provided for Laptop
6	Sound Equipment	1			Per Day Cost to be provided for Sound Equipment
7	Fixed Microphones	1			Per Day Cost to be provided Fixed Microphones
8	Wireless Microphones	1			Per Day Cost to be provided Wireless Microphones
9	Colored Photocopy/Printing (Cost per page)	1			
10	Blank and White Photocopy/Printing (Cost per page)	1			
11	Technician Per day	1			Per Day Cost to be provided for Technician
12	Translation of page (English to Arabic)– <u>1500 characters without space, Time Roman 12 size)</u>	1			
13	Translation of page (Arabic to English)– <u>1500 characters without space, Time Roman 12 size)</u>	1			
14	Translation of page (French to Arabic/English and vice versa)– <u>1500 characters without space, Time Roman 12 size)</u>	1			
15	Spiral binding up to 50 pages	1			
16	Spiral binding - above 50 pages - 150 pages	1			
	TOTAL				

A: Cost half Day (4-5 hrs)

Cost must be inclusive of all taxes (Half Day)					
S. NO	Cost Components	Quantity (A)	Cost (TND) (B)	Finance Offer (A*B)	Remarks
1	Simultaneous Translation equipment – Cabin with at least 30 headsets	1			Half Day Cost to be provided for 01 Cabin with at least 30 headsets
2	Additional Headsets	1			Half Day Cost to be provided for 01 additional headset
3	Interpretation Services (English to Arabic/French and vice versa)	1			Half Day Cost to be provided for Translator/interpreter (English to Arabic/French and vice versa)
4	Data Show/Projector	1			Half Day Cost to be provided for Data Show/Projector
5	Laptop for Data Show/Projector	1			Half Day Cost to be provided for Laptop
6	Sound Equipment	1			Half Day Cost to be provided for Sound Equipment
7	Fixed Microphones	1			Half Day Cost to be provided Fixed Microphones
8	Wireless Microphones	1			Half Day Cost to be provided for Technician
9	Technician Half day	1			
	TOTAL (Y)				

Price should be inclusive of all applicable taxes and installation/transportation at venues/hotels in Tunis City

Financial Evaluation

Total Table X	Total Table Y	Grand Total (basis of financial scoring)

Company Stamp and Signature: -----

Official E-mails of the Company: -----

Date: -----

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

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
All Provisions of the UNDP General Terms and Conditions			
Validity of Quotation (60 days)			
Payment terms (within 10 work days of submission and approval of final invoice)			

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

3. TAX EXEMPTION

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform

any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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