

# **Request for Quotation (RFQ)**

## **Supply and Delivery of Solar Stove Materials**

- Event ID: RFQ/20/003
- **RFQ No.: RFQ/20/003**
- Project: C2SP
- Country: Sudan
- Issued on: 20 January 2020

# REQUEST FOR QUOTATION (RFQ) SUPPLY AND DELIVERY OF SOLAR STOVE MATERIALS Image: Colspan="2">Image: Colspan="2" Image: Colspan

Dear Sir / Madam:

We kindly request you to submit your quotation for Supply and Delivery of **Supply and Delivery of Solar stove materials**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Bidders who are registered on the e-Tendering will be able to download the complete bidding documents from the e-Tendering website at:

https://etendering.partneragencies.org Event ID: RFQ/20/003

Documents should be submitted on or before the deadline <u>January 30, 2020 , 14: 00 Hours (GMT +2)</u>:

https://etendering.partneragencies.org Event ID: RFQ/20/003

In case your company is not registered in the e-Tendering Module, please use the following temporary username and password to register your company/firm:

Username: event.guest Password: why2change

and follow the registration steps as specified in the system user guide, provided with the tender document. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation"

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 e-Tendering, kindly ensure that they **are signed and in the pdf format**, and free from any virus or corrupted files.

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For any further enquiries, please send it to the following email 72 hours before closure date: <u>mona.ibrahim@undp.org</u> and copying <u>mehdi.khalili@undp.org</u> [DO NOT USE THESE EMAILS FOR THE SUBMISSION OF YOUR OFFERS]. Offers submitted through fax will be rejected.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] Customs clearance, if needed, shall be done by: Exact Address/es of Delivery Location/s (identify all, if multiple)	<ul> <li>DDP (Kashafa – Elsalam locality &amp; Alagaya- Gabeleen White Nile states), (Mayo- Jabel Awulia locality Khartoum state) and (Kilo 26 camp &amp; community- Khashm Ghirba locality – East Sudan).</li> <li>Supplier</li> <li>The items shall be transported to the following locations: <ol> <li>Kashafa – Elsalam locality- White Nile states;</li> <li>Alagaya- Eljabeleen Locality -White Nile states;</li> <li>Mayo area- Jabel Awlia locality -Khartoum state;</li> <li>Kilo 26 camp &amp; community- Khashm Elghirba locality – Kassala State.</li> </ol> </li> </ul>		
UNDP Preferred Freight Forwarder, if any	N/A		
Distribution of shipping documents (if using freight forwarder)	N/A		
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<u><b>30 days</b></u> from the issuance or signing of purchase order (PO) / contract		
Delivery Schedule	⊠Not Required		
Packing Requirements	As per standard: up to the Contractor to ensure goods supplied are intact / not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.		
Mode of Transport	Any mode: up to the contractor to ensure equipment supplied are intact/not interrupted with. Damaged items will not be received and should be replaced with a new one of the same specifications.		

Preferred Currency of Quotation	<ul> <li>☑Local Currency: SDG</li> <li>☑United States Dollars</li> <li>✓ Bank account in US\$ is to be provided, if quoted in US\$</li> <li>✓ Option of currency selection is left at the discretion of bidder</li> <li>✓ Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract/PO. It is up to the bidders to manage the cash withdrawal from their own bank.</li> <li><u>Currency Conversion</u>: The UN Rate of exchange applicable on the day of bid closure shall apply.</li> </ul>
Pre-Bid Meeting	⊠ N/A
Value Added Tax on Price Quotation	Inclusive of VAT and other applicable indirect taxes
After-sales services required	<ol> <li>All items shall include 12 months' warranty on defect liability</li> <li>The defective items shall be repaired or replaced at supplier's cost</li> </ol>
Deadline for the Submission of Quotation	Thursday, January 30, 2020 and 14:00 Hours (GMT +2)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<ul><li>English; and/or</li><li>Arabic.</li></ul>
Documents to be submitted	<ul> <li>Latest Business Registration Certificate;</li> <li>Company Profile, including the name of the shareholders, branch offices, organigram, any other details your company may find suitable to</li> <li>Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</li> <li>Duly accomplished form as provided in Annex 2, and in accordance with list of requirements in Annex 1.</li> <li>List of previous 2 POs or contracts on supply of the same nature of requested items</li> <li>Confirmation of availability of comprehensiveness of after- sales services</li> <li>Detailed Specifications and origin of the proposed item, or attaching manufacture brochure, if different than the proposed in the RFQ, brochures will not be accepted</li> </ul>
Period of Validity of Quotes starting the Submission Date	☑ 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	⊠ Not permitted

Payment Terms	☑ 100% upon complete supply and delivery of goods and certification form UNDP that the supplied items meet the PO specifications
Liquidated Damages	☑ Will be imposed under the following conditions: Cancellation of PO /contract if the delivery of items is delayed 7 days beyond the 30 days delivery time indicated in the RFQ after availing the approved PO to the selected vendor.
Evaluation Criteria	<ul> <li>Technical responsiveness/Full compliance to requirements and lowest price;</li> <li>Compliance to 2 POs or contracts on supply of the same nature of requested items within the past 3 years;</li> <li>Comprehensiveness of after-sales services;</li> <li>Full acceptance of the PO/Contract General Terms and</li> </ul>
	<ul> <li>Conditions;</li> <li>Acceptable Delivery Schedule (30 days);</li> <li>Warranty for a period of one year after delivery and acceptance of goods by UNDP;</li> <li>Full Acceptance and compliance of General Terms and Conditions (Annex 3).</li> </ul>
UNDP will award to:	☑ One and only one supplier
Type of Contract to be Signed	☑ Purchase Order/Contract
Contract General Terms and Conditions	☑ General Terms and Conditions for contracts (goods and/or services)
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed by 7 days beyond the delivery time indicated in the RFQ after availing the approved PO to the selected vendor.
Conditions for Release of Payment	☑ Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<ul> <li>Specifications of the Goods Required (Annex 1)</li> <li>Form for Submission of Quotation (Annex 2)</li> <li>General Terms and Conditions / Special Conditions: Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</li> </ul>
Contact Person for Inquiries (Written inquiries only)	Bidders requesting clarification of any of the items, technical requirements, or conditions stipulated in this RFQ shall communicate in writing with UNDP office at: <u>mona.ibrahim@undp.org</u> and copying <u>mehdi.khalili@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 all potential Proposers

Post qualification Actions	<ul> <li>At the discretion of UNDP, it may conduct the post qualification actions using one or more; or all of the actions indicated below: if necessary:</li> <li>☑ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>☑ Inquiry and reference checking with previous entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li>☑ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>☑ Visits to the previously supplied projects for other clients;</li> <li>☑ Ocular Inspection of current Office, equipment possessed.</li> </ul>
Other Information Related to the RFQ	<ul> <li>Bidders are free to choose the currency of bid (USD or SDG).</li> <li>The currency of bid will be the currency of contract and currency of payment. It is up to the bidders to manage the cash withdrawal from their bank.</li> <li>In case where deemed necessary, UNDP holds the right to ask the supplier to produce the original certificate for verification.</li> </ul>

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 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 if 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 indicated above - <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>.

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 ID: RFQ/20/003 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 : <u>http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</u>

Thank you and we look forward to receiving your quotation.

Issued by:

Approved by:

Name: Mona Ibrahim Title: Procurement Associate Date: Jan 20, 2020 Name: Mehdi Khalili Title: Head of Procurement Date: Jan. 20, 2020

# **Technical Specifications** <u>RFQ/20/003</u> "SUPPLY AND DELIVERY OF SOLAR STOVE MATERIALS"

C /N -	Item description			Unit of measure	Quantity
S/No		•			
1	Supply and delivery of hard Plywood veneer sheets grade A, 8ftX4ft 12 mm thick.			Each	168
2	Mirrors, rust proof and long lasting materials, 94% reflectivity, dimensions 10cm*10cm* 3mm thick.			Each	19,520
3	Mirrors, rust proof and long lasting materials, 94% reflectivity, dimensions 16cm*16cm* 3mm thick.			Each	4,000
	- Provision of venee	r sheets of a	8ftX4ft 4 mm		
	thick and cutting in	to pieces of	support stick		
	set with laser mac	nines as indi	icated below.		
	- The veneer sheet	shall be cut	solar sticks		
	based on the siz	es indicated	below (5-		
	person stove Sticks)				
	- The dimensions and quantity of each set is:				
	Set of sticks for 5 Persons' Solar Stove				
	Stick Height (mm)	Quantity			
_	2.5	88			
4	5	8		Set	80
	7.5	88			00
	10	16			
	12.5	88			
	15	24			
	17.5	88			
	20	32			
	22.5	88			
	25	40			
	30	40			
	35	32			
	40	24			
	45	16			
	Total number required is 80 Sets				
	- Provision of venee	r sheets of s	8ftX4ft 4 mm		
5	thick and cutting in			Set	80
5	set with laser mac	-			00

	The veneral set	chall h = =		l	
	- The veneer sheet				
	based on the size	es indicated			
	persor	stove Stick	s)		
	- The dimensions ar	d quantity	of each set is:		
	Set of sticks for 5 F Solar Stove				
	Stick Height (mm)	Quantity			
	2.5	48			
	5	4			
	7.5	48			
	10	8			
	12.5	48			
	15	12			
	17.5	48	]		
	20	16			
	22.5	48			
	25	20			
	27.5	48			
	30	24			
	35	20			
	40	16			
	45	12			
	50	8			
	55	4			
	Total number requi	red is 80			
	Sets				
	- Provision of venee	er sheets of	8ftX4ft 4 mm		
	thick and cutting in				
	_	-			
	set with laser mac	hines as ind	icated below.		
	- The veneer sheet	t shall be cu	t solar sticks		
	based on the size	es indicated	below (15-		
	persor	stove Stick	s)		
6	- The dimensions ar	nd quantity o	of each set is:	set	
	Set of sticks for 15 Solar Stove				40
	Stick Height (mm)	Quantity			
	98.2	4			
	89.5	8			
	80.8	4			

	79.4	8			
	70.6	8			
	67.9	8			
	60.5	4			
	59.2	8			
	55.5	8			
	55	4			
	50	8			
	49.1	40			
	49	8			
	46.8	8			
	40.4	40			
	37.6	4			
	36.6	8			
	30.2	40			
	27.5	48			
	25.2	8			
	18.8	40			
	12.8	4			
	6.4	40			
	Total number requir				
	Sets				
	Adhesive, synthetic re				
-	glue mirrors to wood			14 s	25
7	mirrors to mirrors. resisting the weather factors		Кg	25	
	(heat and water). harmless to skin and non- toxic				
8	Wood Nails, made of stee		ch long	kg	6
	Hex bolt , nut and wash	ner , Carbon	Steel, ASTM-		
		5/16 inch.	-		
9		and the second second		Each	400
5				Luch	
	a contraction of the second se	3)			
	Steel Angle of hot rolled		(DO		118
10	dimension is 6m* ½ inch			Each	_
	Steel Angle of hot rolled angle steel type,				44
11	dimension is 6m* <b>1</b> inch *3mm thick.			Each	
12	Square pipe of hot rolled steel type, dimension is			Each	78
	6m* <b>1</b> inch *3mm thick.				200
13	Square pipe of hot rolled steel type, dimension is 6m* <b>3/4</b> inch *3mm thick			Each	200
	Square pipe of hot rolle			Each	40
14	6m* <b>1/2</b> inch				-
15	Plain Steel Rod of hot rol			Each	75
15	12 m length.				

	Bearings of 6300 series, two directions axial loads, and ball type, material is chrome steel.	Each	400
16			
17	Castors, hard rubber wheels, easy rolling ball bearings, 100 kg load capacity, wheel diameter 10cm.	Each	160
18	<ul> <li>Paint, oil metal Enamel based, corrosion protection. 5 Kilo</li> </ul>	gallon	3
19	Steel Sheet of thickness 0.025 inch or 1mm	sq. meter	15

#### Note to Bidders:

The quotation is subject to the following conditions:

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.

#### Annex 2

#### FORM FOR SUBMITTING SUPPLIERS QUOTAION<sup>4</sup>

#### This form must be submitted only using the supplier official letter head

We the under signed here accept in full the UNDP General terms and condition, and here offer to supply the items blow inconformity with the specification and requirement of UNDP as per RFQ referred No: RFQ/20/003

### Table1: Offer to supply Goods Compliant with Technical Specifications and Requirements

ltem No	Description /Specification of the Goods	Unit of Measure	Quantity	Unit Price	Total Price
1	Supply and delivery of hard Plywood veneer sheets grade A, 8ftX4ft 12 mm thick.	Each	168		
2	Mirrors, rust proof and long lasting materials, 94% reflectivity, dimensions 10cm*10cm* 3mm thick.	Each	19,520		
3	Mirrors, rust proof and long lasting materials, 94% reflectivity, dimensions 16cm*16cm* 3mm thick.	Each	4,000		
4	<ul> <li>Provision of veneer sheets of 8ftX4ft 4 mm thick and cutting into pieces of support stick set with laser machines as indicated below.</li> <li>The veneer sheet shall be cut solar sticks based on the sizes indicated below (5-person stove Sticks) as indicated in annex 1</li> </ul>	Set	80		
5	<ul> <li>Provision of veneer sheets of 8ftX4ft 4 mm thick and cutting into pieces of support stick set with laser machines as indicated below.</li> <li>The veneer sheet shall be cut solar sticks based on the sizes indicated below (10-person stove Sticks) as indicated in annex 1</li> </ul>	Set	80		
6	<ul> <li>Provision of veneer sheets of 8ftX4ft 4 mm thick and cutting into pieces of support stick set with laser machines as indicated below.</li> <li>The veneer sheet shall be cut solar sticks based on the sizes indicated below (15-person stove Sticks) as indicated in annex 1</li> </ul>	Set	40		
7	Adhesive, synthetic resins and latex. able to glue mirrors to wood, wood to wood and mirrors to mirrors. resisting the weather factors (heat and water). harmless to skin and non-toxic	Kg	25		
8	Wood Nails, made of steel and 1.5 inch long	kg	6		

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9	Hex bolt and nut, Carbon Steel, ASTM-A307, size 5/16 inch, two washers included.	Each	400		
10	Steel Angle of hot rolled angle steel type, dimension is $6m^* \frac{1}{2}$ inch *3mm thick.	Each	118		
11	Steel Angle of hot rolled angle steel type, dimension is 6m* <b>1</b> inch *3mm thick.	Each	44		
12	Square pipe of hot rolled steel type, dimension is 6m* <b>1</b> inch *3mm thick.	Each	78		
13	Square pipe of hot rolled steel type, dimension is 6m* <b>3/4</b> inch *3mm thick	Each	200		
14	Square pipe of hot rolled steel type, dimension is 6m* <b>1/2</b> inch *3mm thick	Each	40		
15	Plain Steel Rod of hot rolled steel, size 10 mm * 12 m length.	Each	75		
16	Bearings of 6300 series, two directions axial loads, and ball taype, material is chrome steel.	Each	400		
17	Castors, hard rubber wheels, easy rolling ball bearings, 100 kg load capacity, wheel diameter 10cm.	Each	160		
18	Paint, oil metal Enamel based, corrosion protection. 5 Kilo	gallon	3		
19	Sheet Steel of thickness 0.025 inch or 1mm	sq. meter	15		
Total Amount					
Add: T 1)	ransportation cost to the following locations : Kashafa – Elsalam locality- White Nile states;				
2)	Alagaya- Eljabeleen Locality -White Nile states;				
3)	3) Mayo area- Jabel Awlia locality -Khartoum state;				
4)	4) Kilo 26 camp & community- Khashm Elghirba locality – Kassala State.				
	Quantities of each location is indicated in table 3.				
Add: (	Other costs (Specify)				
Grand	Total all-inclusive offer (Please Indicate curren	су	)		

#### \*Note to Bidders:

The quotation is subject to the following conditions:

- In case of discrepancy between unit price and total, the unit price shall prevail
- UNDP reserve the right to vary the quantity of material to be procured, maintaining the same unit price quoted by the bidder.
- Samples of all Solar stove materials shall be approved by UNDP focal point for clearing the sample/ order before award of PO. Solar stove materials will be inspected before and after the delivery to the Final Destination.

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

		Your Responses			
	Other Information pertaining to our Quotation are as follows:		No, we cannot comply	lf you cannot comply, pls. indicate counter proposal	
Delive	ry Lead Time (30 days)				
Warra	nty and After-Sales Requirements				
a)	Minimum one (1) year warranty for items that requires warranty				
b)	Replacement Unit to be Provided when the Purchased Unit is Under Repair				
c)	Brand new replacement if Purchased Unit is beyond repair (Yes/No)				
Validit	y of Quotation (60 days)				
All Provisions of the UNDP General Terms and Conditions of goods.					

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

Company/ Business Name:	
Authorized Person:	
Functional Title:	
Mailing Address	
Contact Number (s):	
Email:	
Signature:	
Date:	

# Table 3: List of delivery locations

The items shall be delivered to the following locations:

S/N	State	Locality	Pilot Community	Quantities of materials for Each location
1	White Nile	Elsalam	Kashafa	29%
2	White Nile	Gabeleen	Alagaya	28%
3	Khartoum	Jabel Awulia	Мауо	15%
4	East Sudan	Khashm Ghirba	Kilo 26 camp & community	28%
Total				100%

# Annex3: Photo

Photo of solar sticks cut from veneer wood of 3-4 mm thickness with laser machines



Annex 4

#### **GENERAL ERMS AND CONDITIONS FOR CONTRACTS**

#### 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 affect 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 <u>Force Majeure</u>), if reasonably so requested by UNDP.

#### 11. ASSIGNMENT AND INSOLVENCY

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- 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.