



REQUEST FOR QUOTATION (RFQ)

	DATE: August 6, 2017
	REFERENCE: UNDP/SOM/RFQ/2017/030/OPS -Supply of STATIONERY & TONERS for Garowe on long Term Agreement (LTA) for up to 3 years

Dear Vendor,

We kindly request you to submit your quotation for Supply of Fuel for Garowe on Long Term Agreement as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations may be submitted on or before 12:00 noon, August 30, 2017 via e-mail, courier mail or facsimile to the address below:

**United Nations Development Programme
United Nations Common Compound; Garowe Area Office, Tarmac Road- East of Garowe Main Bridge
Garowe, Puntland, Somalia**

**UNDP/SO/RFQ/030/2017-Supply of Stationery & Tonners for long Term Agreement (LTA) up to 3 years
Att: Head of Procurement
Bids.so@undp.org**

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 2 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 good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	N/A
Exact Address/es of Delivery Location/s (identify all, if multiple)	United Nations Common compound, Tarmac Road- East of Garowe Main Bridge, Garowe, Puntland, Somalia
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents	N/A
Latest Expected Delivery Date and Time	<input checked="" type="checkbox"/> Please indicate your delivery schedule
Delivery Schedule	<input checked="" type="checkbox"/> Immediately on request basis
Packing Requirements	<input checked="" type="checkbox"/> Not Required
Mode of Transport	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Not applicable
Deadline for the Submission of Quotation	<i>Wednesday, August 30, 2017 at 12:00noon Somalia time.</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 3, and in accordance with the list of requirements in Annex 2; <input checked="" type="checkbox"/> Quality Certificates (ISO, etc.) if any; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied if any; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> Others: Please provide details on the number of women employed in the company and in what capacity.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 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"/> Permitted per lot
Payment Terms	<input checked="" type="checkbox"/> Within 30 days upon invoice and payment certification.
Liquidated Damages	N/A
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 checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: 1.Price 2. Delivery lead time. 3.Compliance with technical specifications
Type of Contract to be Signed	<input checked="" type="checkbox"/> Long-Term Agreement and Purchase orders
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 21 days
Conditions for Release of Payment	Passing Inspection <input checked="" type="checkbox"/> Accepted Goods Receipt Note <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Approved payment certification.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of Goods (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) 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)	Asha.shidane@undp.org , and cc sahro.hassan@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.

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,

Iryna Malykh
Procurement Specialist
August 6, 2017

Annex 1
TECHNICAL SPECIFICATIONS.

LOT NO.	DESCRIPTION	COMPLIANCE YES/NO	DEVIATION	DELIVERY TIME
1				
A	PAPER			
1	PHOTOCOPY PAPER A3 & A4			
2	EMBOSSSED PAPERS			
3	WRITING PADS A4 SIZE SPIRAL BOUND (80GSM CLEAR WHITE NON-BLOTTING PAPER)			
4	A5 NOTEBOOKS			
5	BROWN KHAKI ENVELOPES C5 SIZE			
6	BROWN KHAKI ENVELOPES A4 SIZE			
7	MASKING TAPE 3"			
8	FLIP CHART PADS			
9	STICK NOTES – SMALL			
10	STICK NOTES – MEDIUM			
11	STICK NOTES – LARGE			
12	SEAL STICKERS (RED)			
13	URGENT STICKERS			
14	SIGH HERE STICKER			
B	FILES & FILING ACCESSORIES			
1	BOX FILES-LARGE PVC BLACK IN COLOR 3"			
2	BOX FILES - MEDIUM PVC BLACK IN COLOR 2"			
3	BOX FILES- SMALL PVC BLACK IN COLOR 1 1/2"			
4	2 RING BINDER FILES WITH CLIP – BLUE/BLACK IN COLOUR			
5	3 RING BINDER FILES WITH CLIP – BLUE IN COLOUR			
6	FILE DIVIDERS (PVC)			
7	MAGAZINE HOLDERS 2" BLUE IN COLOUR			
8	IN/OUT PLASTIC TRAYS (2 TIER)- BLUE/BLACK/GREY			
9	PLASTIC FILES - BLUE & BLACK			
10	SIGNATURE FOLDERS - BLUE AND BLACK			
11	L-SHAPED CLEAR FOLDERS			
12	PLASTIC CLIP BOARDS			
C	PENS			
1	HIGHLIGHTERS - BLUE			
2	HIGHLIGHTERS - YELLOW			
3	HIGHLIGHTERS - GREEN			
4	HIGHLIGHTERS - PINK			
5	BIRO PENS "FINE" BLUE			
6	BIRO PENS BLUE			
7	BIRO PENS (BLUE, BLACK & RED)			
8	GEL PENS (ASSORTED COLOURS; RED, BLUE, BLACK)			
9	WHITE BOARD MARKER PENS (BLUE, BLACK, RED & GREEN)			
10	PERMANENT MARKER PENS (BLUE, BLACK, RED & GREEN)			
11	STAEDLER or equivalent PENCILS (HB 110)			
12	WHITE BOARD MARKERS			
13	PEN HOLDERS (PLASTIC) SKY BLUE IN COLOUR			

14	PENCIL SHARPENERS – DESKTOP			
D	STAPLERS, CLIPS & THUMBTRACKS			
1	STAPLERS – LARGE or equivalent			
2	STAPLERS –SMALL DS-45			
3	GIANT STAPLERS			
4	PAPER CLIPS (MEDIUM)			
5	PAPER CLIPS (EXTRA LARGE)			
6	THUMB PINS (MIXED COLOURS) FOR NOTICE BOARDS			
7	GIANT PAPER PUNCH			
8	STAPLE REMOVERS			
9	STAPLE PINS 24/6-5M (PACK OF 5000 STAPLES)			
E	OTHERS			
1	NAME BADGES (PLASTIC PVC)			
2	STAMP PADS (BLUE, GREEN & PURPLE)			
3	WHITE BOARD ERASERS			
4	WHITE OUT (BOTTLES)			
5	BATTERIES – SIZES AA, AAA			
6	LAMINATING PAPERS			
8	GLUESTICK			
9	CLEAR CELLO TAPE			
10	PACKING TAPES			
11	SCISSORS			
12	FLIP CHART STAND			
13	Dust Pin			
14	Calculator			
15	Notice Board			
16	Paper shredder			
F	CDs			
1	DVD-R BLANK DISK SONY 4.7GB			
2	CD-R/RW BLANK DISK SONY 800 MB			

ALL CONTAINERS FOR TONERS MUST BE ORIGINAL AND FULLY SEALED FROM THE MANUFACTURER NO RE-FILLS PERMITTED

Lot No. 2	Description of items	COMPLIANCE YES/NO	DEVIATION	DELIVERY TIME
G	CE505A			
H	Q7553A			
I	Q2612A			
I.1	Q6000A			
I.2	Q6001A			
I.3	Q6002A			
I.4	Q6003A			
J	Q6511A			
K.1	Q6470A			
K.2	Q6471A			
K.3	Q6472A			
K.4	Q6473A			
L	CB436A			

M.1	CB540A			
M.2	CB541A			
M.3	CB542A			
M.4	CB543A			
N.1	C4810			
N.2	C4811			
N.3	C4812			
O	Q2612A			
P.1	CE410A			
P.2	CE411A			
P.3	CE412A			
P.4	CE413A			
Q.1	Q3960A			
Q.2	Q3961A			
Q.3	Q3962A			
Q.4	Q3963A			
R.1	CD972AE			
R.2	CD973AE			
R.3	CD974AE			
R.4	CD975AE			
S.1	C4183-135			
S.2	C4183-129			
T	CF280A			
U.1	CE250A			
U.2	CE251A			
U.3	CE252A			
U.4	CE253A			
V.1	C9730A			

Annex 2

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: **UNDP/SOM/RFQ/2017/030/OPS**-Supply of Stationery & TONERS for Garowe on long Term Agreement (LTA) 3 years

Cost of stationery estimated per annum;

Garowe for 2016- \$23,882.00

TABLE 1: Offer to provide services in the Terms of Reference

LOT NO. 1	List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price
A	PAPER				
1	PHOTOCOPY PAPER A3	100	Ream		
2	PHOTOCOPY PAPER A4	500	Ream		
3	EMBOSSSED PAPERS	50	Ream		
4	WRITING PADS A4 SIZE SPIRAL BOUND (80GSM CLEAR WHITE NON- BLOTTING PAPER)	500	Pcs		
5	A5 NOTEBOOKS	500	Dozen		
6	BROWN KHAKI ENVELOPES C5 SIZE	500	Pack of 50 pcs		
7	BROWN KHAKI ENVELOPES A4 SIZE	600	Pack of 50 pcs		

8	MASKING TAPE 3"	50	Rolls		
9	FLIP CHART PADS	100	Pads		
10	STICK NOTES – SMALL	10	Pads		
11	STICK NOTES – MEDIUM	10	Pads		
12	STICK NOTES – LARGE	10	Pads		
13	SEAL STICKERS (RED)	10	Pads		
14	URGENT STICKERS	20	Pads		
15	SIGH HERE STICKER	20	Pads		
B	FILES & FILING ACCESSORIES				
1	BOX FILES-LARGE PVC BLACK IN COLOR 3"	300	Piece		
2	BOX FILES - MEDIUM PVC BLACK IN COLOR 2"	200	Piece		
3	BOX FILES- SMALL PVC BLACK IN COLOR 1 1/2"	100	Piece		
4	RING BINDER FILES (WITH CLIP – BLUE/BLACK IN COLOUR	100	Piece		
5	RING BINDER FILES WITH CLIP – BLUE IN COLOUR	100	Piece		
6	FILE DIVIDERS (PVC)	500	Set of 1 pkt consist 20 pcs		
7	MAGAZINE HOLDERS 2" BLUE IN COLOUR	50	Piece		
8	IN/OUT PLASTIC TRAYS (2 TIER)- BLUE/BLACK/GREY	50	Set		
9	PLASTIC FILES - BLUE & BLACK	300	Piece		
10	SIGNATURE FOLDERS	200	Piece		
11	L -SHAPED CLEAR FOLDERS	100	Piece		
12	PLASTIC CLIP BOARDS	100	Piece		
C	PENS				
1	HIGHLIGHTERS - BLUE	10	Packet of 10 pcs		
2	HIGHLIGHTERS - YELLOW	10	Packet of 10 pcs		
3	HIGHLIGHTERS - GREEN	10	Packet of 10 pcs		
4	HIGHLIGHTERS - PINK	10	Packet of 10 pcs		

5	FINE BALL PENS - BLUE	50	Packet of 12 pcs		
6	BIRO PENS BLUE	50	Packet of 12 pcs		
7	BIRO PENS BLACK & RED	10	Packet of 50 pcs		
8	GEL PENS (ASSORTED COLOURS; RED, BLUE, BLACK)	10 pkts	Packet of 12 pcs		
9	WHITE BOARD MARKER PENS (BLUE, BLACK, RED & GREEN)	100 pkts	Packet of 12 pcs		
10	PERMANENT MARKER PENS (BLUE, BLACK, RED & GREEN)	100 pkts	Packet of 12 pcs		
11	PENCILS (HB 110)	5 boxes	Packet of 12 pcs		
12	WHITE BOARD Eraser	10	Piece		
13	PEN HOLDERS (PLASTIC) SKY BLUE IN COLOUR	10	Piece		
14	PENCIL SHARPENERS – DESKTOP	10	Piece		
D	STAPLERS, CLIPS & THUMB TACKS				
1	STAPLERS – LARGE	50	Piece		
2	STAPLERS –SMALL DS-45	50	Piece		
3	GIANT STAPLERS	20	Piece		
4	PAPER CLIPS (SMALL)-SIZE 28MM	100	Packet of 100 pcs		
5	PAPER CLIPS (MEDIUM)	100	Packet of 100 pcs		
6	PAPER CLIPS (EXTRA LARGE)	100	Packet of 50 pcs		
7	THUMB PINS (MIXED COLOURS) FOR	100	Packet of 25 pcs		
8	GIANT PAPER PUNCH	20	Piece		
9	STAPLE REMOVERS	20	Piece		
10	STAPLE PINS –24/6-5M (PACK OF 500 STAPLES) NO.56	50	packet		
E	OTHERS				
1	NAME BADGES (PLASTIC PVC)	5	Piece		
2	STAMP PADS (BLUE, GREEN & PURPLE)	10	Piece		
3	WHITE BOARD ERASERS	10	Piece		
4	WHITE OUT (BOTTLES)	10	Piece		

5	BATTERIES – SIZES AA, AAA	10	Pairs		
6	LAMINATING PAPERS	10	Boxes		
8	GLUE STICK	20	Boxes		
9	CLEAR CELLO TAPE	10	Boxes		
10	PACKING TAPES	10	Piece		
11	SCISSORS	10	Piece		
12	FLIP CHART STAND	20	Piece		
13	NOTICE BOARD (100CM X 70CM)	10	Piece		
14	DUST BIN	20	Piece		
15	CALCULATOR	30	Piece		
16	PAPER SHREDDER	10	Piece		
F	CDs				
1	DVD-R BLANK DISK SONY 4.7GB (PACK OF 10)	10	Pack of 10pcs		
G	CE505A	20	Piece		
H	Q7553A	20	Piece		
I	Q2612A	20	Piece		
I.1	Q6000A	20	Piece		
I.2	Q6001A	20	Piece		
I.3	Q6002A	20	Piece		
I.4	Q6003A	20	Piece		
J	Q6511A	20	Piece		
K.1	Q6470A	20	Piece		
K.2	Q6471A	20	Piece		
K.3	Q6472A	20	Piece		
K.4	Q6473A	20	Piece		
L	CB436A	20	Piece		
M.1	CB540A	20	Piece		
M.2	CB541A	20	Piece		
M.3	CB542A	20	Piece		
M.4	CB543A	20	Piece		
N.1	C4810	20	Piece		
N.2	C4811	20	Piece		
N.3	C4812	20	Piece		
O	Q2612A	20	Piece		
P.1	CE410A	20	Piece		
P.2	CE411A	20	Piece		
P.3	CE412A	20	Piece		
P.4	CE413A	20	Piece		
Q.1	Q3960A	20	Piece		
Q.2	Q3961A	20	Piece		
Q.3	Q3962A	20	Piece		
Q.4	Q3963A	20	Piece		
R.1	CD972AE	20	Piece		
R.2	CD973AE	20	Piece		
R.3	CD974AE	20	Piece		
R.4	CD975AE	20	Piece		
S.1	C4183-135	20	Piece		
S.2	C4183-129	20	Piece		
T	CF280A	20	Piece		
U.1	CE250A	20	Piece		

U.2	CE251A	20	Piece		
U.3	CE252A	20	Piece		
U.4	CE253A	20	Piece		
V.1	C9730A	20	Piece		
V.1	C9730A	20	Piece		
V.2	C9730A	20	Piece		
V.3	C4812	20	Piece		
V.4	Q2612A	20	Piece		
V.5	CE410A	20	Piece		
Add : Cost of Transportation					
Add : Cost of Insurance					
Add : Other Charges (pls. specify)					
Total Final and All-Inclusive Price Quotation					

TABLE 2: 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>
Delivery Lead Time.			
Warranty and After-Sales Requirements			
Validity of Quotation (90) days			
All Provisions of the UNDP General Terms and Conditions			

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

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

Annex 3

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.