



**REQUEST FOR QUOTATION (RFQ)
SUPPLY AND INSTALLATION OF OFFICE FURNITURE**

NAME & ADDRESS OF FIRM: <hr/> <hr/> <hr/>	DATE: 16 August 2011 REFERENCE: RFQ No. UNDPAFG/2011/0151 Furniture to GAP and JHRA Afghanistan
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Dear Sir / Madam:

You are kindly requested to submit your quotation for the goods described in Annex A of this request for quotation (RFQ).

Your quotation should be submitted to UNDP secure email address bids.af@undp.org, or in sealed envelope(s) to the following address no later than **23 August 2011 at 1500 hrs. (Kabul time)**:

**UNDP Country Office
Shah Mahmood Ghazi Watt, Kabul - Afghanistan**

CONDITIONS	
Technical Specifications	See Annex A
Price Schedule and delivery time	See Annex B
General Terms and Conditions for Goods	See Annex C
Submission Closing Date: Closing Time:	23 August 2011 Before 1500 hrs. Kabul local Time. Late quotations will be rejected.
Reception of the quotations/ Submission Procedure:	Sealed envelopes to: UNDP COUNTRY OFFICE Shah Mahmood Ghazi Watt Kabul, Afghanistan Quote to be submitted in a sealed envelope marked clearly with Tender Reference /Tender Name/Closing Date, or by Email to the following email address: bids.af@undp.org
Taxes:	Inclusive of all Local and National Taxes

Delivery terms:	DAP UNDP Compound (Incoterms 2010)
Mode of Delivery:	By AIR or surface
Payment Terms	Within 30 days after receiving of the invoice & acceptance of goods by UNDP.
Validity of Quotation	■ 60 DAYS
Preliminary Examination - Completeness of quotation.	Partial bid is not allowed
Administrative requirements	Your quotations will be considered upon the provision with this RFQ the following, failure in providing the requested documents may constitute grounds for disqualification of the quotations: Please provide Company profile, Company's valid trade license <u>Note: After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."</u>
Evaluation Criteria	<ol style="list-style-type: none"> 1. Completeness of quotation 2. Relevant experience in supply of Furniture equipment (Please provide copies of your previous contracts/POs) 3. Completeness of administrative documents 4. Compliance with technical specifications. 5. Compliance with delivery time 6. Site visit will be conducted and firms will be selected based on quality samples provided.
Warranty	Standard warranty
Delivery Time	2 weeks from the notification of award.
Liquidated damages for delay:	If the Supplier fails to deliver any or all of the goods, or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Order an amount of 0.5% per week of the value of the Contract up to a period of 3 weeks. Hereafter UNDP AFGHANISTAN has the right to cancel the order.
Others:	The required quantity can be increased or decreased during the award of the Purchase Order. Therefore, take this into account when preparing price quotation.
Language: All documentation, including installation and operating manuals shall be in: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	

ANNEX A - TECHNICAL SPECIFICATIONS

Lot I for Security GAP Project:

No	Generic Specification
1	<p>Specification of Sofa</p> <p>a) Type: Sofa three seat or Sofa two seat or Sofa Chair</p> <p>b) Upholstery Material: Leather or Vinyl For Leather: Top Grain, Dyed Full depth, Thickness: 57 to 85gms For Vinyl: With polyester base cloth, thickness: 1.2mm (min).</p> <p>c) Color of upholstery: Dark Beige or Black or Brown</p> <p>d) Exposed Wood Finish: Mahogany</p> <p>e) Polyurethane Foam: Slab or molded for seat, back and arms.</p> <p>f) Wood: Exposed portion of the front posts of the sofa and center leg of the sofa shall be in one piece of mahogany, cherry or equivalent. All other parts shall be made of hardwood.</p> <p>g) Wood characteristics: Wood shall be clear, sound stock without knots or other defects. All wood shall be air-seasoned.</p> <p>h) High degree of craftsmanship. Back seat shall be moderately firm and provide good lumbar and shoulder support.</p> <p>i) Performance such as fade resistance, abrasion resistance, elongation, flammability etc. shall comply with international standards.</p>
2	<p>Coffee Table</p> <ul style="list-style-type: none"> • Application: For usage in the Executive Office, Reception or Conference Room. • Size (Overall): <ul style="list-style-type: none"> ○ Coffee Table: 1076 mm W x 508 mm D x 457 mm H or 762 mm W x 762 mm D x 457 mm H ○ Corner Table: 610 mm W x 610 mm D x 584 mm H ○ Sofa Table: 1219 mm W x 457 mm D x 457 mm H ○ End Table: 508 mm W x 610 mm D x 584 mm H • Finish: Walnut/ Mahogany/Oak • Wood: Exposed part shall be mahogany or oak or equivalent. • Edges: These shall be made of solid wood. • Plywood: All plywood used shall have minimum 3 ply . • Table Top and Apron: These shall be min. 25 mm thick. • Quality Requirements: The product shall comply with all requirements of international standards in regard to heat resistance, stain resistance, strength.
3	<p>Book Shelves:</p> <ul style="list-style-type: none"> • Application: For storing of books • Type of frame: Self Standing • Material: Melamine Faced MDF or MFC • Size: 1800mm (H)x 800mm (W) x 400mm (D) • Color: Oak • Shelves from top to bottom • Edges to have same finish as top. • Performance: Shall conform to international product standards.

4	<ul style="list-style-type: none"> • Steel Filing cabinets • Application: For filing (legal Size) and storing samples • Material: High Quality Cold Rolled Steel • Size: 1370mm (H) x 685 (D)x 450mm (W). • Minimum Thickness: Outside Front: 22G; Inside Front: 24G; Body and Back: 26G • Color: • No. Of Drawers: 4 • Sliding System: Telescopic channels or cradles moving on rollers • Stops: All drawers shall be provided with a stop which will prevent the drawer from hitting the back of the cabinet on the inward movement and with a positive stop which will prevent the drawer from falling out when fully extended • Automatic Locking System along with stainless steel keys • Surface Finish: acid pickling, Phosphorization, Static spraying, high-temperature curing • Performance: Shall conform to international product standards.
5	<p>Steel Cabinet</p> <p>Application: For storing stationary & samples</p> <p>Material: High Quality Cold Rolled Steel</p> <p>Thickness of Steel: 0.4-1.0 mm</p> <p>Size: 1200mm (H) x 500 (D)x 350 mm (W).</p> <p>Color: White</p> <p>No. Of Drawers: 3</p> <p>Sliding System: Telescopic channels or cradles moving on rollers</p> <p>Automatic Locking System along with stainless steel keys</p> <p>Surface Finish: acid pickling, Phosphorization, Static spraying, high-temperature curing.</p> <p>Stops: All drawers shall be provided with a stop which will prevent the drawer from hitting the back of the cabinet on the inward movement and with a positive stop which will prevent the drawer from falling out when fully extended.</p> <p>Performance: Shall conform to international product standards.</p>
6	<p>Conference Table (Specification):</p> <ul style="list-style-type: none"> • Application: For usage in the office of senior officers and should accommodate 6-8 persons. • Size: min. 1000 mm in length by 730 mm in Height • Material (Top): Melamine faced MDF or • Material (Support Structure): Chrome plated steel or wood • Thickness of Top: 25 mm (min.) • Color and finish of top: Oak • Performance: Shall comply with international product standards.
7	<p>Office Desk without Drawers (160 cm):</p> <ul style="list-style-type: none"> • Application: A desk that allows the keyboard to be located at seated elbow height and the top of the screen at eye level. • Shape: Rectangular Panel End Office Desk. • Dimensions (WxDxH): 160cm x70cmx 75 cm (+/- 5 cm) • Material: Melamine Faced • Color: Oak finish

	<ul style="list-style-type: none"> • Articulating Keyboard holder: Size 68 cm wide (min.) and 33cm deep including area for the mouse. • Grommets. The desks shall have grommets and grommet covers to facilitate wire management for office electronics • Workmanship. The workmanship shall be of the quality to produce finished desks acceptable in appearance, function, and serviceability and to prevent potential hazard to personnel or their clothing. • Performance: The product shall conform to international standards such as ANSI/ BIFMA.
8	<p>Office Desk without Drawers (180 cm):</p> <ul style="list-style-type: none"> • Application: A desk that allows the keyboard to be located at seated elbow height and the top of the screen at eye level. • Shape: Rectangular Panel End Office Desk. • Dimensions (WxDxH): 180cm x70cmx 75 cm (+/- 5 cm) • Material: Melamine Faced • Color: Oak finish • Articulating Keyboard holder: Size 68 cm wide (min.) and 33cm deep including area for the mouse. • Grommets. The desks shall have grommets and grommet covers to facilitate wire management for office electronics • Workmanship. The workmanship shall be of the quality to produce finished desks acceptable in appearance, function, and serviceability and to prevent potential hazard to personnel or their clothing. • Performance: The product shall conform to international standards such as ANSI/ BIFMA.
9	<p>Visitor Chair:</p> <ul style="list-style-type: none"> • Dimensions: <ul style="list-style-type: none"> ○ Width – 500mm Depth – 530mm Back width – 470mm Back height – 580mm Seat height – 485mm • Cantilever Design • Material: Mesh back for maximum breathability, Black Leather Seat. • Base: Chrome base • Performance: Shall comply with international standards.
10	<p>Desk Pedestal for the office desk:</p> <ul style="list-style-type: none"> • Desk pedestal with three drawers. • Material: Melamine Faced MDF or Color: Oak • Locks. The locks shall be of the disk or pin tumbler type, having not less than four disks or pin tumblers, and shall be operated by a grooved key • Drawers. The drawers shall have stops to prevent accidental removal but allow removal without the use of tools. File and storage drawers shall be construction with double wall drawer fronts. The storage drawer body shall be constructed to accommodate partitions. • Drawer Pulls. The finish of the pulls shall be polished, chrome plate on steel, die cast zinc, brass or bronze; polished stainless steel; or polished anodized aluminum.

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Lot II for JHRA Project:

No	Generic Specification
1	<p>Office Desk with Drawers (140 cm):</p> <ul style="list-style-type: none"> • Application: A desk that allows the keyboard to be located at seated elbow height and the top of the screen at eye level. • Shape: Rectangular Panel End Office Desk. • Dimensions (WxDxH): 140cm x70cmx 75 cm (+/- 5 cm) • Material: Melamine Faced MDF • Color: Oak finish • Articulating Keyboard holder: Size 68 cm wide (min.) and 33cm deep including area for the mouse. • Grommets. The desks shall have grommets and grommet covers to facilitate wire management for office electronics • Workmanship. The workmanship shall be of the quality to produce finished desks acceptable in appearance, function, and serviceability and to prevent potential hazard to personnel or their clothing. • Performance: The product shall conform to international standards such as ANSI/ BIFMA.
2	<p>Desk Pedestal for the office desk</p> <ul style="list-style-type: none"> • Desk pedestal with three drawers. • Material: Melamine Faced MDF or MFC • Color: Oak • Locks. The locks shall be of the disk or pin tumbler type, having not less than four disks or pin tumblers, and shall be operated by a grooved key • Drawers. The drawers shall have stops to prevent accidental removal but allow removal without the use of tools. File and storage drawers shall be construction with double wall drawer fronts. The storage drawer body shall be constructed to accommodate partitions. • Drawer Pulls. The finish of the pulls shall be polished, chrome plate on steel, die cast zinc, brass or bronze; polished stainless steel; or polished anodized aluminum.
3	<p>Visitor Chair:</p> <ul style="list-style-type: none"> • Dimensions: <ul style="list-style-type: none"> ○ Width – 500mm Depth – 530mm Back width – 470mm Back height – 580mm Seat height – 485mm • Cantilever Design • Material: Mesh back for maximum breathability, Black Leather Seat. • Base: Chrome base • Performance: Shall comply with international standards.
4	<p>Executive Armchair:</p>

	<ul style="list-style-type: none"> • Seat Pan Height: adjustable 40 cm-52 cm minimum • Seat Pan Depth: 38 cm-43 cm with a waterfall sloping front edge. • Seat Pan Width: 45 cm-50 cm • Seat Pan Angle: adjustable 0-10 degrees • Seat Back Height: minimum 35 cm • Seat Back Width: minimum 30 cm • Seat Back Tilt: adjustable 0-15 degrees • Padding: seat pan and armrests • Lumbar Support: 3-5 cm placed in the lumbar region of the back • Armrests: Adjustable up and down (18-23 cm minimum). • Base: 5 casters minimum • Adjustments: must be possible to make all adjustments from the seated position • Material: Mesh back and a black Leather Seat • Base: Aluminum or Chrome Plated • Performance: Shall comply with international standards.
5	<p>Round Conference Table (Specification):</p> <p>Application: For usage in the office of senior officers and should accommodate 4 person. Diameter: 1000 mm in diameter by 730 mm in Height Material (Top): Melamine faced MDF or MFC Material (Support Structure): Chrome plated steel or wood Thickness of Top: 25 mm (min.) Color and finish of top: Oak Performance: Shall comply with international product standards.</p>
6	<p>Coat stand</p> <ul style="list-style-type: none"> • Application: For keeping coats, wet raincoats and umbrellas. • Material: Anodized Aluminum or chrome plated steel. • Base: Preferably granite or equivalent
7	<p>Steel Cabinet</p> <p>Application: For storing stationary & samples Material: High Quality Cold Rolled Steel Thickness of Steel: 0.4-1.0 mm Size: 1200mm (H) x 500 (D)x 350 mm (W). Color: White No. Of Drawers: 4 Sliding System: Telescopic channels or cradles moving on rollers Automatic Locking System along with stainless steel keys Surface Finish: acid pickling, Phosphorization, Static spraying, high-temperature curing. Drawers: All drawers shall be provided with a stop which will prevent the drawer from hitting the back of the cabinet on the inward movement and with a positive stop which will prevent the drawer from falling out when fully extended. Performance: Shall conform to international product standards.</p>
8	<p>Book Shelves:</p> <ul style="list-style-type: none"> • Application: For storing of books • Type of frame: Self Standing

	<ul style="list-style-type: none"> • Material: Melamine Faced MDF or MFC • Size: 1800mm (H)x 800mm (W) x 400mm (D) • Color: Oak Finish • Shelves from top to bottom • Edges to have same finish as top. • Performance: Shall conform to international product standards.
	<p>Meeting Table (140 cm x 60 cm x 75 cm)</p> <ul style="list-style-type: none"> • Application: Should be able to arrange several tables together in a meeting/conference room. Number of tables to be arranged together at a time will vary depending on the size of room and specific requirement. • Shape: Rectangular Panel End Office Desk. • Dimensions (WxDxH): 140cm x60cmx 75 cm (+/- 5 cm) • Material: Melamine Faced MDF • Color: Oak finish • Articulating Keyboard holder: Not necessary • Grommets. The desks shall have grommets and grommet covers to facilitate wire management for office electronics • Workmanship. The workmanship shall be of the quality to produce finished desks acceptable in appearance, function, and serviceability and to prevent potential hazard to personnel or their clothing. • Performance: The product shall conform to international standards such as ANSI/ BIFMA. • Warranty: 5 Years
	<p>Chairs for Meeting Room</p> <ul style="list-style-type: none"> • Type: Revolving Chair • Dimensions: Width: 70 cm; Depth: 70 cm; Height: 90-100cm; Seat Height: 44-56cm. • Swivel Mechanism: This should allow for complete 360 degree lateral movement. • Pneumatic Height Adjustment. • Material: Mesh back and PU leather seat • Lumbar Support. • Adjustable Armrest • Performance: Shall comply with international standards.

Note:

In order to allow the technical evaluation committee to assess whether the goods offered comply with UNDP requirement, the companies are requested to provide the catalogues or detailed specification of goods.

ANNEX B – PRICE SCHEDULE and DELIVERY SCHEDULE

Part A: Price Schedule

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of 60 days from submission of the bids. UNDP shall have the right to order goods at any time during this validity period, if required.
2. All costs/unit prices must be inclusive of customs, taxes and duties.
3. Prices should be provided in USD. UN exchange rate will be automatically applied in order to compare the quotations received in other currencies.

ADVANCE PAYMENT:

The Financial Regulations and Rules of UNDP preclude advance payments or payments by Letters of Credit. Such provisions will be prejudicial to its evaluation by UNDP. The normal payment terms of UNDP are 30 days upon satisfactory completion of goods and acceptance thereof by UNDP.

Lot I: Furniture for Security GAP Project:

No	Generic Specification	Unit	Quantity	Unit Price AFN	Total Price AFN
1	Sets of 3 pieces sofa/furniture (black or brown leather,	Set	5		
2	Sets of coffee tables, side tables	each	5		
3	Book Shelves	each	10		
4	Steel filing cabinets	each	10		
5	steel cabinets	each	20		
6	conference tables	each	28		
7	Office desk 160cm	each	20		
8	office desk 180cm	each	5		
9	visitor chair	each	20		
10	Desk pedestal for the office desk	Each	25		
Total Cost for Lot 1					

Lot II: Furniture for JHRA Project:

No	Generic Specification	Unit	Quantity	Unit Price AFN	Total Price AFN
1	Office Desk 140 cm	each	8		
2	Desk pedestal for the office desk	each	10		
3	visitor chair	each	8		
4	executive arm chair	each	20		
5	round conference table	Set	1		
6	coat stand	Set	2		
7	Steel cabinet	each	4		
8	Book shelves	each	2		
9	Meeting table with chairs for 14 people (preferably small table to join and make one large table)	each	1		
Total Cost for Lot 2					

(* Information on brand and model should be provided or the quotation will be rejected based on lack of technical information.

Please sign and stamp this page

Part B: Delivery Schedule

DELIVERIES	Delivery in number of calendar days	
<i>Please confirm hereafter that the above goods will be delivered in 2 weeks' time:</i>	- calendar days	after notification of order

Please confirm hereafter:

Payment terms : 30 days after receipt Validity : 60 days

Name of the Company : _____ Address of the Company : _____

Name of Authorised Representative : _____ Phone number : _____

Email address : _____ Signature : _____

Date : _____

ANNEX C - GENERAL TERMS AND CONDITIONS FOR GOODS

1. **GOODS AND SERVICES DEFINED:** Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply under this Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Purchase Order.

2. **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 authorised official of UNDP.

3. **TAX EXEMPTION:** 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 recognise UNDP exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure. Accordingly, the Supplier authorises 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 authorised 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 authorised.

4. **TRADE TERMS:** Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2000.

5. **EXPORT LICENSES:** Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export license(s) required for the goods.

6. **PAYMENT:** Payment by UNDP does not imply acceptance of goods nor of any related work or services under this Order. UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. 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. Unless authorised 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. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

7. **INSPECTION AND ACCEPTANCE:** All goods shall be subject to inspection and testing by UNDP or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNDP.

If any inspection or test is made on the premises of the Supplier or its supplier, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming goods nor impose liabilities on UNDP therefore. The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNDP. Records of all inspection work by the Supplier shall be kept complete and made available to be specified in this Order. Copies of all material certifications and test results are to be submitted to UNDP upon request.

8. **FITNESS OF GOODS INCLUDING PACKAGING:** Supplier warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Supplier by UNDP. Supplier warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless specified otherwise in this Order, the Supplier warrants and certifies that it will repair or replace without expense to UNDP or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of twelve (12) months from the date such goods are delivered to and accepted at the final destination indicated in the Purchase Order, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.

9. **AFTER SALES SERVICE:** The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNDP or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. **INDEMNIFICATION:** The Supplier shall indemnify, hold and save harmless and defend at its own expense UNDP, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.

11. **INTELLECTUAL PROPERTY INFRINGEMENT:** The Supplier warrants that the use or supply by UNDP 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.

12. **FIRE AND EXTENDED COVERAGE INSURANCE:** At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Supplier and UNDP as their interests may appear.

13. **VARIATION IN QUANTITIES:** The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of UNDP.

14. **CHANGES:** UNDP may at any time by written instruction make changes within the general scope of this Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Order shall either be amended or terminated or reissued accordingly. Any claim for adjustment under this paragraph must be asserted within thirty (30) days

from the date of receipt by the Supplier of the notification of change; providing, however, that UNDP may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 23. However, nothing in this Clause shall excuse the Supplier from proceeding with the Order as changed. No modification of or change in the terms of this Order shall be valid or enforceable against UNDP unless it is in writing and signed by a duly authorised representative of UNDP.

15. **TERMINATION FOR CONVENIENCE:** UNDP may terminate this Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNDP to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNDP may request the Supplier to complete. To the extent that the computation of such payment due from UNDP may not make the Supplier whole in respect of termination under this provision, the Supplier may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 13 above.

16. **REMEDIES FOR DEFAULT:** In case of failure by the Supplier to perform according to this Order, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, 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: (1) procure all or part of the goods from other sources, in which event UNDP may hold Supplier responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Order; (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule; (5) impose liquidated damages.

17. **LIQUIDATED DAMAGES FOR DELAY:** Subject to Clause 18, if the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of five-tenths percent (0.5) percent per week of delay up to a maximum of ten (10) percent of the value of this Purchase Order.

18. **FORCE MAJEURE:** Notwithstanding the provisions of Clauses 16 and 17, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. **SOURCE OF INSTRUCTION:** The Supplier shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance pursuant to this Order. The Supplier shall refrain from any action which may adversely affect UNDP.

20. **OFFICIALS NOT TO BENEFIT:** The Supplier warrants that no official of UNDP has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Order.

21. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP:** Unless authorised in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNDP or use the name (or any abbreviation thereof), emblem or official seal of UNDP for advertising or for any other purpose.

22. **ASSIGNMENT AND INSOLVENCY:** The Supplier shall not, except after obtaining the prior written approval of UNDP, assign, transfer, pledge or make other disposition of this Order or any part hereof or any of the Supplier's rights or obligations under this Order. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, UNDP may, without prejudice to any other right or remedy, terminate this Order by giving the Supplier written notice of such termination.

23. **SETTLEMENT OF DISPUTES:**

• 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.

• 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.

24. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Order shall be deemed a waiver of any of the privileges and immunities of UNDP.

25. **CHILD LABOUR:** The Supplier represents and warrants that neither it nor any of its affiliates is engaged in an 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.

26. **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 utilised 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.