



**REQUEST FOR QUOTATION (RFQ)**

**For the Supply, Delivery and Installation of Office and Accommodation Containers to ASGP in Uruzgan (Trinkot), Afghanistan**

NAME & ADDRESS OF FIRM:  _____  _____  _____	<b>DATE: 14 March 2011</b>
	<b>REFERENCE: UNDP/AFG/2011/0047</b>  Supply & delivery of office and accommodation containers to ASGP in Uruzgan Province, Afghanistan

Dear Sir / Madam:

You are kindly requested to submit your quotation for the supply and delivery of office and accommodation containers to UNDP/ASGP in Uruzgan (Trinkot) province of Afghanistan where technical specifications are described in Annex A of this request for quotation:

Your quotation should be submitted to **UNDP Country Office at Shah Mahmood Ghazi Watt, Kabul** on/before **27<sup>th</sup> March 2011, 10:00 AM Kabul local time.**

<b>CONDITIONS</b>	
<b>Technical specifications</b>	See Appendix A
<b>Price Schedule and delivery time</b>	See Appendix B
<b>General Terms and Conditions for goods</b>	See Appendix C
<b>Submission Closing Date: Closing Time:</b>	27 <sup>th</sup> March 2011 (10:00 AM) (10.00hrs) Kabul local Time
<b>Reception of the quotations/ Submission Procedure:</b>	Sealed envelopes to : <b>UNDP Country Office</b> <b>Shah Mahmood Ghazi Watt</b> Kabul, Afghanistan  Quotes to be submitted in a sealed envelope marked clearly with Tender Reference / Tender Name / Closing Date or by Email to the following email address: <a href="mailto:bids.af@undp.org">bids.af@undp.org</a>
<b>QUOTATIONS SHALL BE SENT <u>ONLY AND ONLY TO</u> THE FOLLOWING ADDRESS:</b> <a href="mailto:bids.af@undp.org">bids.af@undp.org</a> . <b>Failure to comply will result in the immediate rejection of your quotation.</b>	
<b>Taxes:</b>	Exclusive of all Local and National Taxes
<b>Delivery terms:</b>	DDU Uruzgan (Trinkot) Afghanistan Distribution plan provided in Annex A
<b>Mode of Delivery:</b>	No mandatory requirement as long as the goods are delivered within the specified delivery time stated in this tender document.
<b>Payment Terms</b>	Within 30 days after reception of the invoice & acceptance of goods by

	UNDP.
<b>Advance payment</b>	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.
<b>Validity of Quotation</b>	■ 60 DAYS
<b>Preliminary Examination - Completeness of quotation.</b>	Partial quotations not allowed.
<b>Administrative requirements</b>	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: <ol style="list-style-type: none"> <li><b>1. Company’s valid trade license</b></li> <li><b>2. List of previous contracts for the same field</b></li> </ol> <p><u>Note: After receipt of quotations, UNDP reserves the right to request any additional information or seek clarifications from the company to ascertain responsiveness of offers received.</u></p>
<b>Evaluation Criteria</b>	<ol style="list-style-type: none"> <li>1. Completeness of Administrative documents</li> <li>2. Compliance with technical specifications</li> </ol> <p><b>For this purpose, please provide the picture of the product offered. Failure to do so will result automatically in the rejection of your quotation as the evaluation committee won’t have grounds to assess if the equipment offered is technically compliant.</b></p> <ol style="list-style-type: none"> <li>3. Price</li> <li>4. Delivery time</li> </ol> <p><u>Note:</u> In the event that UNDP received insufficient number of compliant quotations meeting the <b>delivery timelines of 15 calendar days</b>, UNDP may consider bids with longer delivery period and add 5 more calendar days to the required deliveries time until at least three (3) compliant quotations meet this new delivery timelines.</p>
<b>Warranty</b>	12 Months
<b>Delivery deadline in the 5 regional capital cities</b>	<i>Maximum of 15 calendar days from notification of award.</i>
<b>Liquidated damages for delay:</b>	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 <b>0.5% per day</b> of the value of the Contract up to a period of 4 weeks. Hereafter UNDP AFGHANISTAN has the right to cancel the order.
<b>Others:</b>	N/A
<b>Language: All documentation, including installation and operating manuals shall be in:</b>	
<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	

**ANNEX A - TECHNICAL SPECIFICATIONS, DISTRIBUTION PLAN & DELIVERY TIME**

No	Item Name	TECHNICAL SPECIFICATIONS
1	40ft Office Container	<p><b><u>Office Container sandwich panel 40 Ft</u></b></p> <p>Container 40 feet office type. 40feet office container made of 5cm Sandwich panel</p> <ul style="list-style-type: none"> <li>• Attached toilet (commode, basin and 50 Liter boiler )</li> <li>• Four Windows.</li> <li>• One PVC door.</li> <li>• Complete electrical work. 4 sockets, 2 switches,</li> <li>• 4 florescent lights</li> <li>• Water proof lamination floor.</li> <li>• 24000BTU heat/cool Air Conditioner (Split type)</li> <li>• Complete Painting</li> <li>• Including 20cm RCC Concrete underneath the container</li> <li>• Water tanker (200 Liter with installation)</li> </ul>
2	40ft Accommodation Container	<p><b><u>Accommodation Container sandwich panel 40 Ft</u></b></p> <p>Container 40ft office type. 40F office container made of 5cm Sandwich panel</p> <ul style="list-style-type: none"> <li>• Attached toilet (commode, shower, basin and 100 Liter boiler )</li> <li>• Four Windows.</li> <li>• One PVC door.</li> <li>• Complete electrical work. 4 sockets, 2 switches,</li> <li>• 4 florescent lights</li> <li>• Water proof lamination floor.</li> <li>• 24000BTU heat/cool Air Conditioner (Split Type)</li> <li>• Complete Painting</li> <li>• Including 20cm RCC Concrete underneath container</li> <li>• Water tanker (200 Liter with installation)</li> </ul>

**Information on product offered (picture) should be provided or the quotation will be rejected based on lack of technical information.**

**Delivery time:**

<b>Delivery deadline to Uruzgan (Trinkot)</b>	<b>Maximum of 15 calendar days from notification of award. This is a requirement.</b>
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**ANNEX B – PRICE and DELIVERY 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 exclusive of customs, taxes and duties.
3. Prices should be provided in Afghani (AFN) or monthly UN exchange rate will be automatically applied in order to compare the quotations received in other currency(s).

Part A: Price Schedule

No	Item Name	Qty	Unit	Unit Price in AFN	Total Price in AFN
1	40ft Office Container <i>(as per specifications described in Annex A)</i>	2	Unit		
	40ft Accommodation Container <i>(as per specifications described in Annex A)</i>	1	Unit		
2	Transportation costs for delivery of the Containers to Uruzgan (Trinkot) <i>(as per distribution list provided in Annex A)</i>	1	Lump sum		
<b>TOTAL PRICE DDU to Uruzgan (Trinkot), Afghanistan in AFN</b>					

**(\*) information on product offered should be provided or the quotation will be rejected based on lack of technical information.**

Part B: Delivery Schedule

<b>DELIVERIES</b>	<b>Maximum delivery in number of calendar days</b>	
<i>Please confirm hereafter that all the containers will be delivered to Uruzgan (Trinkot)</i>	- calendar days	<b>after notification of order</b>

**Please confirm hereafter:**

Payment terms : 30 days after receipt      Validity : 60 days

Name of the company : \_\_\_\_\_ Address of company : \_\_\_\_\_

Name of authorised Representative : \_\_\_\_\_ Phone number : \_\_\_\_\_

Email address : \_\_\_\_\_ Signature: \_\_\_\_\_

Date : \_\_\_\_\_

## ANNEX C - GENERAL TERMS AND CONDITIONS

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 authorized 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 recognize UNDP exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure. 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. **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 fulfilment 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 and 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 authorized 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 apprentice 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 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.

**4. 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.

**5. 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.

**6. 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 recognize UNDP exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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. 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 fulfilment 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 and 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 authorized 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