



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM: United Nations Development Programme 3, United Nations 50th Anniversary str., Baku, AZ 1001, Azerbaijan	DATE: 05 October 2018 REFERENCE: Installation of Mushroom greenhouse project within the "Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan "
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Dear Sir / Madam:

We kindly request you to submit your quotation Installation of Mushroom greenhouse within the "Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan ", attached detailed in Annex 1 of this RFQ.

Quotations may be submitted on or before **October 15, 2018 18:00 local time by e-mail to below emails addresses.**

To: procurement.aze@undp.org

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.

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

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	✓ DAP
Customs clearance, if needed, shall be done by:	✓ Supplier
Exact Address/es of Delivery Location/s (identify all, if multiple)	Gabala region (Gabala district)

Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	30 November, 2018
Delivery Schedule	✓ Not Required
Preferred Currency of Quotation	✓ United States Dollars
Value Added Tax on Price Quotation	✓ Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	✓ Not Required
Deadline for the Submission of Quotation	October 15, 2018 18:00 local time by e-mail to below emails addresses To: procurement.aze@undp.org
All documentations, including catalogs, instructions and operating manuals, shall be in this language	✓ Russian/English/Turkish
Documents to be submitted	<ul style="list-style-type: none"> ✓ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; ✓ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; ✓ Latest Business Registration Certificate; ✓ Company profile (with photos of the works carried before) ✓ Minimum 3 years of experience in the relevant field; ✓ Track record of the works carried out before ✓ Tax registration certificate (şahadətnamə) ✓ Must be exclusive of VAT ✓ Contracted company shall take full responsibility for technical, environmental, health and safety procedures in accordance with the legislation of the Azerbaijan Republic and all relevant official procedures required for installation works ✓ UNDP does not take any responsibility for technical, environmental, health and safety and emergency cases during the implementation of the assignment and during the warranty period of 1 year after completion of the works indicated in the RFQ ✓ Latest delivery date is November 30, 2018
Period of Validity of Quotes starting the Submission Date	✓ 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	✓ Not permitted
Payment Terms	<ul style="list-style-type: none"> - Advance payment - 15% - Upon delivery of the materials/equipment and labor force to the beneficiary and completion of installation works and handover - 85%
Liquidated Damages	<i>0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated</i>
Evaluation Criteria <i>[check as many as applicable]</i>	<ul style="list-style-type: none"> ✓ Technical responsiveness/Full compliance to requirements and lowest price ✓ Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
UNDP will award to:	✓ to only one supplier
Site visit	Not needed
Type of Contract to be Signed	<ul style="list-style-type: none"> ✓ Purchase Order ✓ Contract for Goods and Services
Special conditions of Contract	✓ Cancellation of PO/Contract if the delivery/completion is delayed by 15 calendar days
Conditions for Release of Payment	✓ Written Acceptance of works based on full compliance with RFQ requirements
Annexes to this RFQ ¹	<ul style="list-style-type: none"> ✓ Specifications of the Goods Required (Annex 1) ✓ Form for Submission of Quotation (Annex 2) ✓ General Terms and Conditions / Special Conditions (Annex 3). <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contacts for Inquiries (Written inquiries only) ²	<p><u>Procurement.aze@undp.org</u></p> <p>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.</p>

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.

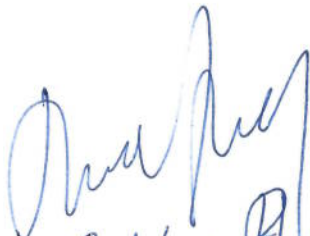
UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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.


Subhash P
Operations Manager



Sincerely yours,
Subhan Ahmadov,

OM UNDP Azerbaijan

Annex 1

“Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan”

The overall objective of the project is to contribute to the socio-economic development of the regions of Azerbaijan through enhancing capacity of the ABAD regional centre in Balakan and fostering the creation of modern and sustainable family businesses in rural areas, and enabling equal opportunities and inclusivity in line with European standards and practices. Through collaboration with and provision of support to the work of “ABAD” public legal entity and selected target families, the project will address the challenges that prevent and impede the development of community-based family businesses and rural entrepreneurship, economic regeneration and job creation in the Sheki-Zaqatala Economic Zone.

The specific objective of the action is to support community-based family businesses to produce high quality competitive value-added products in the Sheki-Zaqatala Economic Zone by focusing on Balakan district.

Through collaboration with and provision of support to the work of “ABAD” public legal entity and selected target families, the project will address the challenges that prevent and impede the development of community-based family businesses and rural entrepreneurship, economic regeneration and job creation in the Sheki-Zaqatala Economic Zone.

Introduction and objective of the services required within the RFQ

While engaged in the choice of families in Gabala region, one should not forget that Gabala is one of the centres of tourism in Azerbaijan. There are many hotels and restaurants with different cuisine in Gabala. The family that the project selected in Gabala is engaged in the cultivation of oyster mushrooms, which is a new production in the region. The family started the business from start-up, is engaged in self-improvement. The representative of the family involved friends in this business. Oyster mushrooms are part of many dishes in restaurants, marinated for the winter. In the region, almost no one is engaged in this business thus oyster mushrooms in Azerbaijan are generally an imported product. Having their own small greenhouse built for their own resources the family grows oyster mushrooms on birch stumps. They need a more developed greenhouse to increase production, hire staff and provide surrounding restaurants and hotels with their product. Tourists prefer local products, and this factor, along with the rest is the main criterion of choice.

Mushroom greenhouse specification

The greenhouse size has to be 240 m². Size: W9.6 * L25 * H4.4 meters.

The greenhouse must be supplied with heating (gas) and drip watering system. Blowing system fans must be made of corrosion-resistant durable plastic or metal, sound pressure level at 3 m distance 50 dB maximum, protection rating IP X4.

Drip watering module must include a fertilizer absorbing system, anti-drainage flap, circular pump (25 m³ minimum), water storage (300 l minimum).

Electronic control system of watering and heating must include a time relay, thermostat.

The offer must include following details:

Concerning frame: pipes, profiles, self-tappers, cup square neck bolts, washers, bit, drill, gas shock absorber, gate, lock, etc.

Concerning film: profile, film.

Blowing system: fans, valves, flanges, etc.

Electric system: wires, cables, contactors, circuit breakers, programmed timer / time relay, thermostat, isolation, sockets, etc.

Drip watering system: connecting tubes, pipes, filter, absorbing system, flaps, bypass system, injector, fogger (including starting adapter and counterweight details), sellers couplings, valves, water storage, pump, connections, etc.

Heating system: capacity, pressure, control.

DESCRIPTION OF GREENHOUSE

1. Base

1.1 The base under the greenhouse is concrete ground (260 m² of 500 brand concrete)

1.2 There must be 500 brand concrete used for fixing greenhouse pillars:

1.3 Example of concrete calculation: Total quantity of concrete needed for the base:

$M_{con} = 0.3 \times 0.3 \times 1 \times \text{columns} = \text{for the greenhouse for instance } 9.6 \times 40 = 0.09 \times 50 = 4.5 \text{ m}^3$

-whereas 0.3; 0.3; 1 – overall size of the block = 0,09 m³

Number of blocks under the base – must be calculated according to the following formula:

Number of blocks = Length of the greenhouse +10 (distance between arches must be 1.8-2m)

For instance- the greenhouse is 50 m lengths then the number of blocks is 50 + 10 = 60

For offered greenhouse, there must be $0,3 \times 0,3 \times 1 \times 35 = 3,15 \text{ m}^3$ of 500 brand concrete minimum to fix columns.

1.4 For fixings under greenhouse racks there must be pipes of 40x40 by 2mm

2 Greenhouse frame

2.1 The load-bearing support must be made like a truss of 250 mm width. This allows to bear substantively bigger loads than the same frames of the round pipe.

2.2 The greenhouse frame must be made of square profiles. The thickness of the farm must be 47 mm, width 250 mm. The main element of the farm must be a special an enhanced profile 47x20, but also lintels between upper and lower profile – pipe 40x40

2.3 Acceptable snow load: up to 150 kg/m², wind load: up to 300 P

2.4 The whole frame must be made of hot rolled galvanized steel with 140 -200 gr/m² zinc coating.

2.5 Thickness of the load-bearing profiles must be 1,5 (+-10%) mm

2.6 Height of the greenhouse at the top must be 4,3-4,5 m

2.7 Width of the greenhouse must be 9,4-9,6 m

2.8 The number of runs connecting the greenhouse – 8 pcs from the pipe of 30x30 (main) and 25x25

2.9 A standard complete must include:

- the doorway size is $W \times H = 1,8 \times 1,95 \text{ m}$ both in face and front part

- the shutter is $W \times H 6 \times 1,5 \text{ m}$ both in face and front part

3. Greenhouse cover

It must be a double cover used with automatic blowing

The technical specification of the film

Name

Parameters

1. Thickness of the film: 150 mcm
2. Number of layers: 2 layers
3. Manufacturer: Turkey/EU
4. Useful life: 8 seasons (4 years) minimum
5. Width in a wholepage hose: 16 m
6. Transparency: 55-75%

Technical specifications of the blowing system

Blowing

1. The greenhouse of 25 linear meters long must be supplied with the fan with the capacity from 355 m³/per hour up to 450 m³/per hour and the capacity of 75 up to 85 Wt. Such fans by capacity must be close to the capacity of simple bulbs.
2. The distance between the films may vary from 30 cm up to 50 cm. Due to use of double filming the average coating heat conduction must be approx. 3 – 3,5 Wt./C*m²
3. For automation purposes there will be a programmed timer which will monitor the whole pumping system. There must be a compulsory manual pumping mode

Note: The company/supplier must provide detailed information about heating and watering system as well.

The heating system has to be gas based. The temperature must be at least 18C inside the greenhouse when it is -1C outside. Heating system must be able to provide 76000 kcal/hour. Watering system must be drip watering system.

Note: The company/vendor must send the details of the heating system attached to the main offer.

The offer must include the greenhouse design, certificates for all the materials.

It is a lump-sum contract, delivery, installation and labor cost must be included into the price. The greenhouse will be installed in Gabala region of Azerbaijan. The offer must include 1-year warranty and basic training for end user.

Duration of assembly: 10 calendar days max (depending on weather conditions).

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION³

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁴)

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 "Installation of Mushroom greenhouse project within the "Support to the development of small family businesses in the Sheki-Zaqatala Economic Zone through ABAD regional centre in Balakan"

TABLE 1 : Offer to Supply Goods/Services Compliant with Technical Specifications and Requirements

Group	Name	Unit of measure	Usage (if yes, mark X)	Price in USD (VAT exclusive)
frame	Pipe 30x30x1,35 mm	r.m		
	Pipe 40x40x0,90 mm	r.m		
	Pipe 40x40x1,35 mm	r.m		
	Pipe 25x25x0,90 mm.	r.m		
	Profile 40x44x40x0,9 mm	r.m		
	Profile 20x35x20x1,10 mm	r.m		
	Profile 45x44x45 x 1,4	r.m		
	Profile 14x20x47x20x14x1,35 mm	r.m		
	Pipe 40x40x2,00 mm	r.m		
	Self tapper 4,8x19V drill	thsd lm		
	Cup square neck bolt 8x40 kv zn coated.	kg		
	Cup square neck bolt 8x80 kv zn coated.	kg		
	Nut M8 zn coated.	kg		
	Washer Ø8 zn coated .	kg		
	Bit PH2x25	ea		
	Drill p/m 8,0 mm titanium	ea		
	Gas shock absorber 250H	ea		
Gas shock absorber 120H	ea			

	Gate small	ea		
	Gate average	ea		
	Gate big	ea		
	Pull	ea		
	Double pull with lock	ea		
	Steel rope Φ 4 (zn coated) (100 m) (code 503/12) DIN3055			
	Cable coupler Φ 5 DIN 741 (2 t.ea) (code 501/11)			
	Washer Φ 4,8*14 (code 208)	lm		
	Turnbuckle ring m8	ea		
	Self tapper 4,8x19V drill	ea		
	Roof self-tapper 4,8*32 (code 207) packaging (0,500 thsd. ea.)	ea		
	Furniture loops	ea		
Price per group				
film		r.m		
	Profile steel 2400 mm without zig-zag coil	r.m		
	Clamping device with zig zag coil	m2		
	Film 150 mcm Turkey/EU 55-75% tr UV7-8	ea		
	Assembly scotch for film			
Price per group				
blowing system	Bend D150 vent	ea		
	KOM 150 backflow valve	ea		
	Φ 150 flange	ea		
	3020 channel D150/2	ea		
	Φ 125 flange	ea		
	Φ 100 flange	ea		
	Fan 660/152/10 (net) Flexible polymers flue	ea		
	Fan 660/127/10 (net) Flexible polymers flue	ea		
	Fan 660/122/10 (net) Flexible polymers flue	ea		
	Fan BK 150	ea		
Price per group				
electro technology	Contactora SNCH8-25/25 2P 20A 230B	ea		
	Contactora SNCH8-25/25 2P 25A 230B	ea		
	Contactora SNCH8-40/40 4P 40A 230B	ea		
	Contactora SNCH8-63/63 4P 63A 230B	ea		
	automatic circuit breaker 1 pole PL4-C16/1	ea		
	automatic circuit breaker 1 pole PL4-C20/1	ea		
	automatic circuit breaker 1 pole PL4-C25/1	ea		
	automatic circuit breaker 1 pole PL4-C32/1	ea		
	automatic circuit breaker 3 pole PL4-C40/3	ea		
	automatic circuit breaker 3 pole PL4-C63/3	r.m		
	Cable pvc insulated fireproof 3x2,5	r.m		
	wire pvc 2x1,5	r.m		
	wire pvc 4x1,5	r.m		
	cable pvc insulated fireproof 3x1,5	r.m		

	cable pvc insulated fireproof 2x1,5	r.m		
	cable pvc insulated fireproof 5x4	r.m		
	cable PVC-sheathed flexible wire with twisted conductors 2x0,75	r.m		
	standard corrugation D 16 (100)	r.m		
	standard corrugation D 25 (50)	ea		
	cable binders 4X250 (100)	ea		
	cable binders 5x350 (100)	ea		
	isolation tape 0,15mm*18mm*20m black 220 heat-mechanic (ea)	ea		
	panel з/у white case 72 мод (4x18) GOLF or analogue	ea		
	white case 24 мод (2x12) GOLF or analogue	ea		
	white case 12 мод (1x12) GOLF or analogue	ea		
	circuit breaker moisture-resistant two-gang IP 54 white titanium	ea		
	socket moisture-resistant IP 54 white titanium	ea		
	socket + circuit breaker moisture-resistant IP 54 white titanium	ea		
	thermostat tk 4	ea		
	Thermostat tk 6	ea		
	time relay PB - 6C	ea		
	time relay PB - 2C	ea		
	programmed timer T-2	ea		
Price per group				
ventilation	Fan BEHTC OB 4E 630 or analogue	ea		
	Speed regulator BEHTC PC-1-300 or analogue	ea		
	bearings PR4			
	tapper Viale 1,2 m	ea		
	Pipe zn coated 25 -2,8	r.m		
	Pipe zn coated 15 -2,5	r.m		
	tappet/joint	r.m		
	DVF 900 motoreductor or analogue	ea		
	pipe clipses 1/2 - 1"	ea		
pipe clipses 3/4 - 2"	ea			
Price per group				
drip watering	trunnion mounted ball valve bb dn 25	ea		
	trunnion mounted ball valve bb dn 32	ea		
	trunnion mounted ball valve bb dn 40	ea		
	trunnion mounted ball valve bb dn 50	ea		
	trunnion mounted ball valve hh 25	ea		
	trunnion mounted ball valve hh 32	ea		
	trunnion mounted ball valve hh 40	r.m		
	Connecting tube emether 16-20	r.m		
	connecting pipe 3-5 mm	r.m		

	drip emether pipe 16-30	r.m		
	Pipe ПЕ -25-100 or analogue	r.m		
	Pipe ПЕ -32-100 or analogue	r.m		
	Pipe ПЕ -40-100 or analogue	r.m		
	Pipe ПЕ -50-100 or analogue	r.m		
	Disc filter 1" filtration degree -120 mesh	ea		
	Disc filter 1 1/2" filtration degree-120 mesh.	ea		
	Disc filter 2" filtration degree -125 mesh.	ea		
	Decompression gear 2,7	ea		
	Bypass system 1 1/2"	ea		
	Injector Venturi 1 1/2" or analogue	ea		
	Fertiliser absorbtion system 1" -1 1/2"	ea		
	Dropper – angle steel	ea		
	Microtube starter d 5mm for 4 outs	ea		
	Pressure Compensated Dripper 8l/per hour	ea		
	Fogger for 4 nozzles	ea		
	Mini flap of antidrainage	ea		
	Starting adapter for foggers	ea		
	Counterweight for foggers and microspindlers	ea		
	Counterweight for foggers and microspindlers			
	50sm soft tube	ea		
	Start valve with tightening	ea		
	Circular pump 35 м3	ea		
	T junction – connector for closed multiyear pipe			
	16	ea		
	T junction connecting, Dn20	ea		
	Bend connecting for closed multiyear pipe	ea		
	Seller's coupling M3 25	ea		
	Seller's coupling M3 32	ea		
	Seller's coupling thread MHP 25	ea		
	Seller's coupling thread MHP 32	ea		
	Seller's coupling thread MHP 40	ea		
	Seller's coupling thread MBP 25	ea		
	Seller's coupling thread MBP 32	ea		
	Seller's coupling thread MBP 40	ea		
	Clamped t-junction T3 25	ea		
	Clamped t-junction T3 32	ea		
	Clamped t-junction T3 40	ea		
	Clamped t-junction K3 25	ea		
	Clamped t-junction K3 32	ea		
	Clamped t-junction K3 40	ea		
	plug 25	ea		
	plug 32	ea		
	storage double capacitor 300-500 l	ea		
Price per group				
heating	Gas combi system*	ea		
	Joints*	ea		

	Underground pipes	ea		
Price per group				
ground works	500 brand concrete 10*260*0.4	m3		
	Formwork	lm		
	Labour	ea		
TOTAL PRICE				

Packaging

The supplier must also include a packaging device for packaging mushrooms:

#	Item name	Unit of measurement	Quantity	Price in USD (VAT exclusive)
1	Packaging machine (Turkey/RF/Ukraine), 60-100 plastic packs of 250-500 gr/hour packing capacity. 220 V electricity. Size max: 50*100*50. Manual operation.	piece	1	
2	Plastic boxes for packaging (hygienic certificate, allowed for food packaging)	piece	100	
3	Wrapping film, 20-50 mcm, for food industry	meters	200	
	TOTAL PRICE			

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 (November 30, 2018)			
Standard Manufacturer Warranty			
Latest Business Registration Certificate;			
Company profile (with photos of works carried before)			
Minimum 3 years of experience in the relevant field;			
UNDP does not take any responsibility for technical, environmental, health and safety and emergency cases during the implementation of the assignment and during the warranty period of 1 year after completion of the works indicated in the RFQ			
Validity of Quotation for 90 days.			
Tax registration certificate (şəhadətnamə)			
Must be exclusive of VAT			
Certificates of goods (if applicable)			
All Provisions of the UNDP General Terms and Conditions			
Latest delivery date is November 30, 2018			
Tax registration certificate (şəhadətnamə)			
Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;			
Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;			

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

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.