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**REQUEST FOR QUOTATION (RFQ)**

DATE: February 23, 2017

Dear Sir / Madam,

We kindly request you to submit your quotation for Provision of 8 (eight) drug detecting dogs and training of dogs and handlers, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before close of business, March 09, 2017 (proposals cannot be received after 04:30 P.M.) to below designated email address:

[registry.ir@undp.org](mailto:registry.ir@undp.org)

Any request for clarification must be sent in writing, or by standard electronic communication to the UNDP mailing address or to [Nazli.alavi@undp.org](mailto:Nazli.alavi@undp.org). The procuring UNDP entity will respond in writing or by standard electronic mail.

It shall remain your responsibility to ensure that your quotation will reach the email address above ([registry.ir@undp.org](mailto:registry.ir@undp.org)) 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 abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	CIP - Tehran
Customs clearance, if needed, shall be done by:	End-user
Exact Address/es of Delivery Location/s	Tehran Imam Khomeini Airport
UNDP Preferred Freight Forwarder, if any	Not Applicable
Distribution of shipping documents	Required
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<ul style="list-style-type: none"> <li>- Latest arrival of dogs to Tehran: mid-June 2017 (to be followed by six weeks training of dogs and handlers in Iran);</li> <li>- Completion of training of 8 dogs (as indicated in Schedule of Requirements): end-July 2017.</li> </ul>



Delivery Schedule	Required
Packing Requirements	Not applicable
Mode of Transport	Air
Preferred Currency of Quotation	<p>Euro</p> <p><i>Note<sup>1</sup>: Interested local (Iranian) suppliers are requested to submit their financial offer in Euro in accordance with the prevailing UN operational rate of exchange on the last day of submission of quotations.</i></p> <p><i>Note<sup>2</sup>: according to UNDP Rules and Regulations, the Purchase Contract of national (Iranian) suppliers will be placed and accordingly the amount is paid in Iranian Rials in accordance with the prevailing UN operational rate of exchange on the last day of submission of quotations.</i></p> <p>Please refer to below website for the updated exchange rates: <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></p>
Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	Not Applicable
Deadline for the Submission of Quotation	<p>COB Thursday, March 09, 2017 (Quotations cannot be received after 04:30 P.M.)</p> <p>Any extension to deadline of quotation submission will be uploaded in UNGM and UNDP local and Global websites.</p>
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English
Documents to be submitted	<ul style="list-style-type: none"> <li>- Company Profile, which should not exceed fifteen (15) pages, including printed brochures, product catalogues and the product Safety Data Sheet relevant to the goods/services being procured;</li> <li>- Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if the offeror is not a corporation;</li> <li>- Trade name registration papers, if applicable;</li> <li>- Local Government permit to locate and operate in the current location of office or factory, if applicable;</li> </ul>



	<ul style="list-style-type: none"> <li>- Official Letter of Appointment as local representative, if offeror is submitting a Quotation on behalf of an entity located outside the country;</li> <li>- List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Offeror is not a corporation;</li> <li>- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Offeror is not a corporation;</li> <li>- Latest Audited Financial Statement (consolidated balance sheet, Profit &amp; Loss and Cash Flow Statements) including Auditor's Report for the past two years, or; Bank Certification on annual turnover for the past two years.</li> <li>- Statement of Satisfactory Performance from at least top two previous Clients for supply of the similar goods and services in terms of contract value during the past three years;</li> <li>- All information regarding any past and current litigation during the last three (3) years, in which the offeror is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> <li>- Detailed CV of training instructors assigned for final training in Iran under this contract;</li> <li>- List of past similar contracts indicating technical details of the supplied dogs, quantities, countries, customers, date and value within the past three years;</li> </ul> <p><i>Note<sup>3</sup>: The Offeror should submit the list and value of projects performed for the last three years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. A minimum number of three contracts, implemented over the past three years, of a similar nature and complexity must have been executed by the contractor;</i></p> <p><i>Note<sup>4</sup>: List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project.</i></p> <ul style="list-style-type: none"> <li>- Annex I (Schedule of Requirements) to be signed and stamped by the offeror as a confirmation to comply with the requested specifications and requirements;</li> <li>- Export license (required for International Offerors);</li> </ul>
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	<ul style="list-style-type: none"> <li>- Details of any major subcontractor (i.e. local agent), if applicable, formed to work together with the Offeror in this project in accordance with the requirements specified in the solicitation documents. Such evidence/information should include the following:                             <ul style="list-style-type: none"> <li>• Company profile</li> <li>• Copy of company's valid registration documents certifying the legal status of the company.</li> <li>• Quality management certification, if available;</li> <li>• Contact details of at least the top three clients.</li> </ul> </li> </ul>
Period of Validity of Quotes starting the Submission Date	<p>90 days</p> <p>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 vendor shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	Not Permitted
Payment Terms	<ul style="list-style-type: none"> <li>- 60 % of total price, within 30 days after delivery of dogs to Tehran</li> <li>- 30 % of total price, within 30 days after completion of the first half of training in Tehran</li> <li>- 10 % of total price, within 30 days after completion of trainings, receipt of final report and satisfactory Receipt Note from the end-user.</li> </ul>
Liquidated Damages	<p>Will be imposed under the following conditions:</p> <p>0.5% of contract for every week of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.</p>



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<p>Evaluation Criteria</p>	<ul style="list-style-type: none"> <li>- Non-Discretionary “Pass/Fail” Criteria on below Minimum Qualifying Criteria; and</li> <li>- Lowest price offer of technically qualified/responsive Quotation.</li> </ul> <p><b>Minimum Qualifying Criteria:</b></p> <ul style="list-style-type: none"> <li>- Valid registration certificate;</li> </ul> <p><i>Note<sup>5</sup>: International offerors are required to submit the Certificate issued by Chamber of Commerce of the country in which they are operating;</i></p> <p><i>Note<sup>6</sup>: The local offerors are required to submit the Certificate to trade in Iran in the same field.</i></p> <ul style="list-style-type: none"> <li>- Minimum three years of experience in providing similar goods and services;</li> <li>- Minimum annual turnover of USD 50,000 for the past three years;</li> <li>- Minimum three similar projects undertaken and completed during the last three years;</li> <li>- Full compliance of the Quotation to Technical Requirements;</li> <li>- Warranty on quality of services as described in the Section 3 (Schedule of Requirements);</li> <li>- Acceptance of the Transportation/delivery Schedule;</li> <li>- Full compliance of the trainers to minimum required qualifications (as described in section 3).</li> </ul>
<p>UNDP will award to:</p>	<p>One and only one supplier</p>
<p>Type of Contract to be Signed</p>	<p>Purchase Order</p>
<p>Special conditions of Contract</p>	<p><u>UNDP in coordination with UNODC may take the following post-qualification actions:</u></p> <ul style="list-style-type: none"> <li>- Verification of accuracy, correctness and authenticity of the information provided by the offeror on the legal, technical and financial documents submitted;</li> <li>- Validation of extent of compliance to the RFQ requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> </ul>



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	<ul style="list-style-type: none"><li>- Inquiry and reference checking with Government entities with jurisdiction on the offeror, or any other entity that may have done business with the offeror;</li><li>- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li><li>- Physical inspection of the offeror's plant, factory, branches or other places where business transpires, with or without notice to the offeror by UNODC;</li><li>- Inspection of Dogs upon arrival and after completion of training by UNODC</li><li>- Any other required action.</li></ul> <p><u>Supplier's responsibilities for rejected dogs:</u></p> <p>Dogs that do not conform to the specifications and requirements outlined in this RFQ and/or subsequent Purchase Order, if awarded, will not be accepted by UNDP. Such dogs shall be rejected.</p> <p>It is the responsibility of supplier to promptly replace any rejected dogs within the time specified for delivery, or extension granted by UNDP, and bear all cost associated with the replacement of the rejected dogs.</p> <p>UNDP reserves the right to deduct the amount of costs incurred in inspection of the units that did not pass the inspection and/or costs incurred in re-inspection from the supplier's invoice provided in accordance with the Purchase Order, if awarded.</p> <p><u>Post-shipment verification:</u> UNDP in coordination with UNODC reserves the right to examine, the dogs upon arrival and after completion of training. Supplier awarded the contract shall facilitate and cooperate in such examination. In the event that dog supplied is found to be of unacceptable quality, different from that specified, not conforming to relevant terms and conditions of contract, , it shall be rejected. Payment for the products pursuant to the Purchase Order shall not be deemed an acceptance of the dogs.</p>
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	<p>It is a responsibility of the Supplier to replace any rejected dog within the time specified for delivery, or the extended time period granted by UNDP.</p> <p>It is a responsibility of the Supplier to return the rejected dogs from the final destination to the country of origin and bear all costs associated with it (i.e. transportation; customs clearance; permits; etc.).</p> <p>Supplier shall bear all costs associated with the replacement and return of the rejected dogs.</p>
Conditions for Release of Payment	<ul style="list-style-type: none"> <li>- Inspection upon arrival at destination by UNODC authorities;</li> <li>- Training of dogs and handlers;</li> <li>- Written Acceptance of Goods based on full compliance with RFQ requirements.</li> </ul>
Annexes to this RFQ	<ul style="list-style-type: none"> <li>- Specifications of the Goods Required (Annex 1)</li> <li>- Form for Submission of Quotation (Annex 2)</li> <li>- General Terms and Conditions / Special Conditions (Annex 3)</li> </ul> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Focal Person in UNDP: Ms. Nazli Alavi Procurement Analyst, Head of Procurement Address: No. 8 Shahrzad Blvd, Darrou, Tehran – Iran</p> <p>Facsimile: Fax No. :+98 21 22 86 95 47 E-mail address dedicated for this purpose: <a href="mailto:nazli.alavi@undp.org">nazli.alavi@undp.org</a></p> <p>Any delay in UNDP's response shall not be 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>
Manner of Disseminating Supplemental Information to the RFQ and responses/clarifications to queries	<p>Uploaded in UNGM and UNDP local and Global websites. It is the responsibility of the Offerors to view the respective changes and clarifications in the system.</p>

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Manner of Submitting Quotation	Quotations may be submitted on or before close of business, March 09, 2017 to below designated email address: <a href="mailto:registry.ir@undp.org">registry.ir@undp.org</a>
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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/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in



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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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Negar Arefi', is written over the typed name.

Negar Arefi  
Assistant Resident Representative  
Operations Manager



**Annex 1  
Schedule of Requirements**

**Title:**

Malinois drug detecting dogs and training of dogs and handlers  
 Number of Dogs= Eight (8) with below details  
 Minimum number of Trainers: Two (2)  
 This procurement is conducted by UNDP Iran on behalf of UNODC Iran

Description/Specifications of Goods	Quantity	Delivery Date
Malinois drug detecting dogs	8	No later than mid-June 2017 to be followed by six weeks training of dogs and handlers in Iran
Canine equipment package (carry boxes, collar, leash, harness, brushes, play objects, etc)	8	
All canine medical charges (health checks, health certificates, vaccines, etc.)	8	
Transportation of 8 dogs to Tehran, Iran	8	
Round air tickets for training of two instructors	2	
(Minimum) Six weeks training of dogs and handlers in Iran by two instructors	2	
Accommodation and meals for training of two instructors in Iran	2	
Translation services during the training in Iran for two instructors	2	
Miscellaneous (visa, export permit, insurance, etc.)	1	

**>Subject of procurement:**

Eight (8) male Malinois (Belgian shepherd) drug detecting dogs aged between 12 to 18 months.

**>Supplier's obligations:**

- a. The supplier is to properly select 8 male Malinois dogs and fully train them on basic obedience and narcotics detection. The method applied for narcotics detection must be active indication by scratching and biting. The first phase of the training is to be conducted in the suppliers' country



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- of the origin for the duration of at least three months. The supplier warrants that at the end of the first phase training, dogs are able to detect cannabis, hashish, opium, heroin, morphine, and amphetamine odours, and would obey basic commands (namely, sit, lay, stay, come, follow, search, and leave it).
- b. The supplier is to transport the 8 trained dogs to Tehran Imam Khomeini International Airport (IKIA). The supplier warrants that all 8 dogs arrive safely at IKIA airport, and warrants that if any injury or damage happens to dogs during the transport or travel to Tehran, the supplier will replace the injured dog/s at their own cost.
  - c. The supplier warrants full medical check and vaccination (rabies, and anti-parasite) of all 8 dogs before departing their country of the origin for Tehran. All dogs must have complete set of documents including identification, pedigree of breed and full medical file (including hip and shoulder x-rays) upon arrival to Iran. The supplier warrants handing over two sets of above mentioned documents to UNODC office upon arrival to Tehran.
  - d. The supplier is to envoy senior training instructor(s) (at least one instructor per four dogs) to perform the training of dogs and handlers in Iran for duration of at least 6 weeks. The supplier warrants that upon arrival to Iran and before starting the training of dogs and handlers, all 8 dogs are trained on detecting cannabis, hashish, opium, heroin, morphine, amphetamines and can actively indicate presence of those substances, In case this part of training is being conducted by instructors other than those providing the training in Iran, full detailed CV of all instructors should be provided at the time of submitting bids. The supplier warrants replacing, at their own cost, any dog that might demonstrate poor obedience or detection performance during the training in Iran.
  - e. The senior training instructors are expected to train dogs and handlers, so that at the end of the course each pair of dogs and handlers is capable to detect various hides of cannabis, hashish, opium, heroin, morphine, amphetamines (and any other substance if required) in different concealments such as vehicles, luggage, parcels, buildings, etc. Beside the practical training on narcotics search and dog's obedience and handling, the curriculum of the course should include theoretical sessions on "canine behaviour and instincts", "anatomy and physiology of dogs", "first aid" and "search techniques".  
The senior training instructors of any stage of training should have below minimum qualification:
    - Minimum 10 years of experience with the requested breed in training of narcotics dogs or;
    - Certification of being senior instructor for narcotics dogs from law enforcement agencies or other relevant institutes with min. five years of experience with the requested breed in training of narcotics dogs.
  - f. The supplier is requested to provide in their bid documents a full description of methodology used in all stages including selection, initial training in the country of origin, and training of dogs and handlers in Iran, for technical review.
  - g. The supplier is requested to provide their financial offer in accordance to the breakdown table indicated in the annex VII.
  - h. The supplier is expected to complete the delivery and training of 8 dogs, as indicated in paragraph "e", by **end-July 2017**.
  - i. Following selection of dogs and in the course of pre-training phase, the supplier should share photo and video of the training sessions



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➤ **Important notes:**

- a. *The mentioned breed (Malinois) and sex (male) are strict requirements which shall not be altered by the supplier.*
- b. *Dog accessories including leashes, harness, check chain, transportation boxes, toy objects, etc. should be delivered in order to cover needs related to arrival, training and maintenance of dogs in Iran. Each dog should be delivered with its complete package.*
- c. *During the training in Iran, dogs' nutrition as well as narcotics needed for the training will be provided by the Iranian dog training centre.*
- d. *The training of the dogs and handlers will be held at the premises of the Iranian End-user.*
- e. *All expenses related to the training of dogs and handlers in Iran such as accommodation, meals, translation etc. is to be borne by the supplier and should be considered and reflected in the financial offer.*
- f. *The local dog handlers are mainly new beginners and their level of English is presumably poor, therefore translation into Farsi is required.*
- g. *The responsibility for selection of Handlers rests with the Iranian End-user.*

## Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>1</sup>

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>2</sup>)*

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 dated February 23, 2017:

Item	Description	Unit Price (Euro)*	Quantity Required	Total Price per item (Euro)
1	Malinois drug detecting dogs		8	
2	Canine equipment package (boxes, collar, leash, harness, brushes, play objects, etc.)		8	
3	Selection of dogs and three-months training on obedience and narcotics detection in the country of origin		8	
4	All canine medical charges (health checks, health certificates, vaccines, etc.)		8	
5	Transportation of 8 dogs to Tehran, Iran – including insurance		1	
	Round air ticket for two instructors		2	
6	Six weeks training of dogs and handlers in Iran (by two instructors)		2	
7	Accommodation and meals training instructors in Iran		2	
8	Translation service during the training in Iran for two instructors		2	
9	Miscellaneous (visa, export permit, insurance, etc.)		1	
<b>TOTAL EURO CIP TEHRAN -IRAN</b>				

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

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

<sup>1</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.



## **Annex 3 General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.



## 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

## 6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## 7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## 8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## 9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## 10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i)



immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

### 11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

### 12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

### 13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

### 14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

### 15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.





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**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.

## United Nations Development Programme



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### **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.