



**REQUEST FOR QUOTATION (RFQ/014/17)**  
**(Goods)**

NAME & ADDRESS OF FIRM	DATE: March 10, 2017
	REFERENCE: <b>RFQ/014/17 - Procurement of trailed orchard sprayer</b>

Dear Sir / Madam:

We kindly request you to submit your quotation for **Procurement of trailed orchard sprayer** for the pilot inclusive business project to provide farmers with crop protection services in orchards and vineyards, 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 18:00 Tashkent time (GMT +5) March 24, 2017 via ☒ e-mail or courier mail to the address below:

**United Nations Development Programme**  
**41/3, Mirabad Street, Tashkent city, 100015, Republic of Uzbekistan**  
**UNDP CO, Procurement Unit**

[insert fax number and email address] **E-version of your quotation must be sent ONLY to**  
**[bids.uz@undp.org](mailto:bids.uz@undp.org)**

***Your questions regarding the tender must be sent in writing ONLY to [pu.uz@undp.org](mailto:pu.uz@undp.org)***

OR your quotations must be submitted to the above-mentioned address in sealed envelope with the following marking on envelope:

**“TO: UNDP Uzbekistan**  
**ATTENTION: PROCUREMENT UNIT**  
**SEALED QUATATION ref: RFQ/014/17 - Procurement of trailed orchard sprayer**  
**PROPOSER: [NAME AND ADDRESS OF YOUR COMPANY]”**

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 5 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected. The following must be on the subject of email with your quotation to be sent to [bids.uz@undp.org](mailto:bids.uz@undp.org):

**Subject: “RFQ/014/17 - Procurement of trailed orchard sprayer”**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

Delivery Terms [INCOTERMS 2010]	<ul style="list-style-type: none"> <li>• <b>For international Vendors:</b> CIP Tashkent Airport</li> <li>• <b>For Uzbekistan based Vendors:</b> the goods must be delivered to the address: 4, Amir Temur avenue, Tashkent – UNDP Project office.</li> </ul>	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP	
Exact Address/es of Delivery Location/s.	<ul style="list-style-type: none"> <li>• <b>For international Vendors:</b> CIP Tashkent Airport</li> <li>• <b>For Uzbekistan based Vendors:</b> 4, Amir Temur avenue, Tashkent – UNDP Project office.</li> </ul>	
UNDP Preferred Freight Forwarder, if any	N/A	
Distribution of shipping documents	<p>For International suppliers the cargo shall come to the name of UNDP CO Uzbekistan.</p> <p>If goods are supposed to be exported to the end user it shall be followed with invoice (2 originals), packing list (2 originals), certificate of origin (original) with other quality confirmation documents. Also all documents required under INCOTERMS 2010.</p>	
Latest Expected Delivery Date and Time ( <i>if delivery time exceeds this, quote may be rejected by UNDP</i> )	<input checked="" type="checkbox"/> As soon as possible but no later than sixty (60) calendar days from the day of signature of the Purchase Order (PO) by both parties.	
Delivery Schedule	<input checked="" type="checkbox"/> Not Required	
Packing Requirements	As per standards.	
Mode of Transport	<input checked="" type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency: Uzbek Soums (UZS).	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes.	
After-sales services required	<input checked="" type="checkbox"/> Standard manufacturer's warranty for minimum period of 12 months. Instruction on application of warranty conditions in case of emergency is a must. <input checked="" type="checkbox"/> Brand new replacement if Purchased Unit is beyond repair during 1 month after delivery. <input checked="" type="checkbox"/> Technical support. Distance technical support shall be provided during one year from the time of delivery excluding when warranty conditions are applied.	
Deadline for the Submission of Quotation	18:00, March 24, 2017 of Tashkent time (GMT+5)	
All documentations, including catalogs, instructions and operating/user manuals, shall be in this language	<input checked="" type="checkbox"/> English or <input checked="" type="checkbox"/> Russian (preferable)	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Copy of Quality Certificates (ISO 9001 or other quality certificate issued by internationally recognized certification body) for offered product;	

	<input checked="" type="checkbox"/> Documentary evidence of the technical parameters of the offered goods (technical details of the goods offered in the form of catalogues/descriptive literature/manuals with schematic drawings/images of the goods; <input checked="" type="checkbox"/> Copy of the Latest Business Registration Certificate; <input checked="" type="checkbox"/> List of owner's and Declaration of owners' interest in other companies, if any; <input checked="" type="checkbox"/> List of clients with their contact details whom the company provided similar goods for the last 3 years; <input checked="" type="checkbox"/> To confirm the stable financial position of the companies that submitted a technically qualified bid will be requested for the balance sheet and financial statements for the last 2 years (2015 and 2016), certified/verified by the third party, such as a tax authority, the auditing company or other similar institutions; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer). Failure to provide any of above listed document will serve as a ground for disqualifying an offeror from the tender.
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted. Incomplete quotations will be rejected.
Payment Terms	<input checked="" type="checkbox"/> <b><u>To Local Supplier (Company registered in Uzbekistan):</u></b> 15% prepayment of the contract price upon its signing by both parties; 85% final payment will be paid by bank transfer to the Supplier's account upon delivery and signing of the certificate of acceptance by UNDP; <input checked="" type="checkbox"/> <b><u>To Foreign Suppliers (Company with registration outside of Uzbekistan):</u></b> in USD: 100% payment will be by bank transfer to the Supplier's account after delivery and signing of the certificate of acceptance by UNDP.
Liquidated Damages	<input checked="" type="checkbox"/> 0,5% of total contract amount for every day of delay, up to a maximum 15% of the contact amount. <input checked="" type="checkbox"/> Termination of the Purchase Order/contract if delay exceeds 30 calendar days.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions. <input checked="" type="checkbox"/> At least 3 contracts for supply of similar goods successfully performed in the last 3 years. <input checked="" type="checkbox"/> Strong financial position: liquidity ratio value at least 1 in the last 2 years. <input checked="" type="checkbox"/> Availability of Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer). <input checked="" type="checkbox"/> Availability of the Quality Certificate (ISO 9001 or other quality certificate issued by internationally recognized certification bodies) for offered product <input checked="" type="checkbox"/> Availability of a permanent office reachable via landline telephone and permanent staff of at least 5 persons.
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier.

Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 calendar days from the latest delivery time set above.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	UNDP CO Uzbekistan, Procurement Unit 41/3, Mirabad Street, Tashkent city, 100015, Republic of Uzbekistan Fax: (+998 71) 1203485 E-mail: <a href="mailto:pu.uz@undp.org">pu.uz@undp.org</a> 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.
Post-qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder.
Other	Offers submitted by two (2) or more Offerors shall all be rejected if they are found to have any of the following : a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFQ; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Offer of, another Offeror regarding this RFQ process; e) they are subcontractors to each other's Offer, or a subcontractor to one Offer also submits another Proposal under its name as lead Offeror; or f) an expert proposed to be in the team of one Offeror participates in more than one Offer received for this RFQ process. This condition does not apply to subcontractors being included in more than one Offer.

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

*Procurement Unit  
UNDP in Uzbekistan*

## Technical Specifications

Item	Description / Specifications of Goods	Quantity	Latest delivery date
1	<b>1. Trailed orchard sprayer</b> 1.1. Hot galvanized frame; 1.2. Polyethylene or polyester tank of 2000 liters; 1.3. External main tank load indicator; 1.4. Double-sided conveyor (column) with the height of 2.50 – 3.0 meter; 1.5. Inverted suction fan with diameter size of at least 70 cm and adjustable blades ; 1.6. Availability of deflectors for air straightening; 1.7. Gearbox with two speeds plus neutral position; 1.8. At least 16 (sixteen) twin-head anti-drip, individually adjustable brass nozzles; 1.9. Hand-washing tank; 1.10. Circuit-rinsing (cleaning) device and tank; 1.11. Availability of central console to manage the spraying process that can be installed in the tractor cabin; 1.12. Suction filter with valve; 1.13. Diaphragms pump with the power of at least 100 l/min and at least 40 bar pressure; 1.14. Double hydraulic stirrer (agitator); 1.15. Double self-cleaning filters; 1.16. Mechanical brake; 1.17. Double joint cardan shaft; 1.18. Availability of upper air baffles to guide the air flow; 1.19. Adjustable drawbar; 1.20. Two-wheeled.	1 (one)	As soon as possible but no later than sixty (60) calendar days from the day of signature of the Purchase Order (PO) by both parties.
2	<b>2. Additional equipment to the sprayer - Handheld sprayer with 20 meters hydraulic hose</b> to reach tight spaces.	1 (one)	As soon as possible but no later than sixty (60) calendar days from the day of signature of the Purchase Order (PO) by both parties.
3	<b>3. Other:</b> 3.1. All documentations, including catalogs, instructions and operating/user manuals shall be in English and Russian (preferred) languages. 3.2. Standard manufacturer's warranty for minimum period of 12 months. Instruction on application of warranty conditions in case of emergency is a must. 3.3. Brand new replacement if Purchased Unit is beyond repair during 1 month after delivery. 3.4. Technical support. Distance technical support shall be provided during one year from the time of delivery excluding when warranty conditions are applied. 3.5. Copy of the quality certificate ISO 9001 or similar.		

## 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 Reference No. RFQ/014/2017:

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

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1.	Trailed orchard sprayer	1 (one)			
	Additional equipment to the sprayer - <b>Handheld sprayer with 20 meters hydraulic hose</b> to reach tight spaces.	1 (one)			
	<b>Total Prices of Goods<sup>3</sup> (CIP Tashkent)</b>				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				
	Estimated weight/volume/dimension of the Consignment:				
	Country/ies Of Origin <sup>4</sup> :				

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

**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 (as soon as possible but no later than sixty (60) calendar days from			

<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

<sup>3</sup> Pricing of goods should be consistent with the INCOTERMS indicated in the RFQ

<sup>4</sup> If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

the day of signature of the Purchase Order (PO) by both parties).			
Warranty and After-Sales Requirements			
a) Standard manufacturer's warranty for minimum period of 12 months. Instruction on application of warranty conditions in case of emergency is a must.			
b) Brand new replacement if Purchased Unit is beyond repair during 1 month after delivery.			
c) Technical support. Distance technical support shall be provided during one year from the time of delivery excluding when warranty conditions are applied.			
All documentations, including catalogs, instructions and operating/user manuals shall be in English and Russian (preferred) languages.			
Validity of Quotation (60 days)			
Payment terms: <b><u>To Local Supplier (Company registered in Uzbekistan):</u></b> 15% prepayment of the contract price upon its signing by both parties; 85% final payment will be paid by bank transfer to the Supplier's account upon delivery and signing of the certificate of acceptance by UNDP; <b><u>To Foreign Suppliers (Company with registration outside of Uzbekistan):</u></b> in USD: 100% payment will be by bank transfer to the Supplier's account after delivery and signing of the certificate of acceptance by UNDP.			
Copy of valid certificate of quality/conformity for the goods (ISO 9001 certificate or equivalent certificate issued by recognized international body).			
Obligation to provide at the request of UNDP balance sheet and financial statement for the past 2 years (2015 and 2016), certified/verified by the third party, such as a tax authority, the auditing company or other similar institutions.			
Acceptance of All Provisions of the UNDP General Terms and Conditions			

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



We hereby declare of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

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

**TABLE 3 -- List of similar performed contracts during the last 3 years**

Description of supply contract	Client	Contract Value	Status or Date Completed	References Contact Details (Name, Phone, Email)

**TABLE 4 - Company Background Information**

***Each legal entity submitting the quotation shall complete the form:***

1.	<i>Name of Offeror:</i> <i>Area of activities of the company:</i>	
2.	<i>Legal address and address on which the office of the company is located:</i>	
3.	<i>Telephone number:</i>	<i>e-mail:</i>
4.	<i>Fax Number:</i>	<i>Contact Person:</i>
5.	<i>Place and Country of Registration:</i>	<i>Date of Registration:</i>
6.	<i>Name of Body Issuing registration certificate:</i>	
7.	<i>Name and Position of the Head of Company/Organization:</i>	
8.	<i>Contact Person under the Offer:</i>	
9.	<i>Bank Details:</i>	
10.	<i>Information on the founders and on co-owning /co-founding and other direct/indirect interests in other companies: specify the name of the founders, co-founders, attach copies of the first pages of statutory documents, indicate information about the presence of direct/indirect interests in other companies, if any.</i>	
11.	<i>Information on a Manufacturer's authorized agent (name, location, contact details) responsible for the provision of warranty and after sales servicing of goods:</i>	

12.	<i>The number of permanent employees in the company:</i>
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*[Name and Signature of the Supplier's Authorized Person]*

*[Designation]*

*[Date]*

**Table 5 – Table of technical compliance of the offered goods**

<b>Description / Specifications of Goods (required)</b>	<b>Description / Specifications of Goods (offered)</b> <i>Please indicate parameters of the offered goods</i>
<b>1. Trailed orchard sprayer</b>	<i>Please indicate for the offered goods:</i> <i>Model: _____</i> <i>Manufacturer: _____</i> <i>Country of origin: _____</i>
1.1. Hot galvanized frame;	
1.2. Polyethylene or polyester tank of 2000 liters;	
1.3. External main tank load indicator;	
1.4. Double-sided conveyor (column) with the height of 2.50 – 3.0 meters;	
1.5. Inverted suction fan with diameter size of at least 70 cm and adjustable blades;	
1.6. Availability of deflectors for air straightening;	
1.7. Gearbox with two speeds plus neutral position;	
1.8. At least 16 (sixteen) twin-head anti-drip, individually adjustable brass nozzles;	
1.9. Hand-washing tank;	
1.10. Circuit-rinsing (cleaning) device and tank;	
1.11. Availability of central console to manage the spraying process that can be installed in the tractor cabin;	
1.12. Suction filter with valve;	
1.13. Diaphragms pump with the power of at least 100 l/min and at least 40 bar pressure;	
1.14. Double hydraulic stirrer (agitator);	
1.15. Double self-cleaning filters;	
1.16. Mechanical brake;	
1.17. Double joint cardan shaft;	
1.18. Availability of upper air baffles to guide the air flow;	
1.19. Adjustable drawbar;	
1.20. Two-wheeled.	
<b>2. Additional equipment to the sprayer - handheld sprayer with 20 meters hydraulic hose to reach tight spaces.</b>	<i>Please indicate for the offered goods:</i> <i>Model: _____</i> <i>Manufacturer: _____</i> <i>Country of origin: _____</i>

<b>3. Other:</b>	
3.1. All documentations, including catalogs, instructions and operating/user manuals shall be in English and Russian (preferred) languages.	
3.2. Standard manufacturer's warranty for minimum period of 12 months. Instruction on application of warranty conditions in case of emergency is a must.	
3.3. Brand new replacement if Purchased Unit is beyond repair during 1 month after delivery.	
3.4. Technical support. Distance technical support shall be provided during one year from the time of delivery excluding when warranty conditions are applied.	
3.5. Copy of the quality certificate ISO 9001 or similar.	

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

*[Designation]*

*[Date]*

## 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.