

## REQUEST FOR QUOTATION

## Procurement of Medium scale Machineries

(RFQ - GLED/2017/11)

The United Nations Development Programme in Sri Lanka invites eligible National and or international manufacturers, authorized dealers and or distributors to submit quotations for the following on an *urgent basis*.

Lot No	Item No	Description of Goods	Quantity	Delivery Location
Lot 1: Palm Based Product Processing Equipment	1	Steam Double Jacketed Pan with Agitator	2 Nos	Vavuniya
	2	Suitable Stainless Steel Pumps with connecting pipes for transfer the Palm based Products a. From Steam double Jacketed pan to settling Tank b. From Settling tank to bottle filling unit	2 Nos	
	3	Boiler	2 Nos	
	4	Settling tank with Agitator (including the lid)	2 Nos	
	5	Bottle filling machine	1 No	
	6	Crown capping machine	1 No	
Lot 2: Food processing & packing Equipment	1	Sugar and spices packing machine with following: a. Elevator for gear box feeding to packing machine b. Weigh metric packing machine c. Air Compressor	1 No	
	2	Packing machine for Rice Flour & Steamed wheat flour	1 No	
	3	Groundnut splitter ( Kernel removing)	1 No	
	4	Rice flour roaster	1 No	
	5	Rice Polisher	1 No	

The technical specifications, price schedule, delivery locations and terms/conditions can be downloaded from [www.lk.undp.org](http://www.lk.undp.org) (operations>procurement>procurement notices). Any supplier who submits a quotation without conforming to the bidding documents will be considered as technically noncompliant and the offer will be rejected. No partial quotation within each lot will be accepted. All quotations must be clearly marked with (RFQ - GLED/2017/11) on the top left corner of the envelope. The **deadline** for the submission of the quotations is **14<sup>th</sup> June 2017, 2.00pm** and all quotations must be sealed and delivered to the addresses below. **All late** offers will be rejected and returned to the bidder unopened.

Head of Procurement  
United Nations Development Programme  
202-204 Baudhaloka Mawatha  
Colombo 07, Sri Lanka.

UNDP reserves the right to accept or reject any bid. The procurement process will be governed by the rules and regulations of the United Nations Development Programme  
(UNDP)



**REQUEST FOR QUOTATIONS (RFQ)  
PROCUREMENT OF MEDIUM SCALE MACHINERIES  
(RFQ - GLED/2017/11)**

	DATE: May 28, 2017
	REFERENCE: RFQ - GLED/2017/11

Dear Sir / Madam:

We kindly request you to submit your quotation for following mentioned items as detailed in Annex 1 of this RFQ, when preparing your quotation, please be guided by the requirements indicated in following table.

Lot No	Item No	Description of Goods	Quantity	Delivery Location
Lot 1: Palm Based Product Processing Equipment	1	Steam Double Jacketed Pan with Agitator	2 Nos	Vavuniya
	2	Pumps with connecting Stainless Steel pipes for transfer the Palm based Products a. From Steam double Jacketed pan to settling Tank b. From Settling tank to bottle filling unit	2 Nos	
	3	Boiler	2 Nos	
	4	Settling tank with Agitator (including the lid)	2 NOs	
	5	Bottle filling machine	1 No	
	6	Crown capping machine	1 No	
Lot 2: Food processing & packing Equipment	1	Sugar and spices packing machine with following: a. Elevator for gear box feeding to packing machine b. Weigh metric packing c. Air Compressor	1 No	Vavuniya
	2	Packing machine for Rice Flour & Steamed wheat flour	1 No	
	3	Groundnut splitter ( Kernel removing)	1 No	
	4	Rice flour roaster	1 No	
	5	Rice Polisher	1 No	

The technical specifications, price schedule, delivery locations and terms/conditions can be downloaded free of charge from [www.lk.undp.org](http://www.lk.undp.org) (operations>procurement>procurement notices) from **29<sup>th</sup> May 2017 to 14<sup>th</sup> June 2017**. Any supplier who submits a quotation without conforming to the bidding documents will be considered as technically noncompliant and the offer will be rejected. Partial bidding with in each lot will not be accepted. All quotations must be clearly marked with (RFQ - GLED/2017/11) on the top left corner of the envelope. The **deadline** for the submission of the quotations is **14<sup>th</sup> June 2017, 2.00pm** and all quotations must be sealed and delivered to the addresses below. **All late** offers will be rejected and returned to the bidder unopened.

Head of Procurement/Administration  
United Nations Development Programme  
202-204 Bauddhaloka Mawatha,  
Colombo 07, Sri Lanka.

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 abovementioned good/s:

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DDP Sri Lanka, Vavuniya District (INCOTERM 2010)
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Supplier to indicate in weeks on Delivery Schedule – Annex 3
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency : Sri Lankan Rupees
Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of all applicable taxes <ul style="list-style-type: none"> <li>• For international/import and supply, all import duty/tax must be included for final price.</li> <li>• For local supply, all applicable taxes such as VAT/NBT must be included for final price.</li> </ul>

Warranty and After-sales services required	<input checked="" type="checkbox"/> Minimum of one year comprehensive warranty (part-to-part replacement) shall be provided for all the equipment and installation from the date of commissioning. <input type="checkbox"/> Factory test reports of equipment shall be provided upon request. <input type="checkbox"/> The supplier shall be able to offer a scheduled annual maintenance contract. <input type="checkbox"/> The support team must be able to attend to site problems within 48 hours of notice from the customer. <input type="checkbox"/> The supplier should be in receipt of all the product updates issued by the original manufacturer.
Deadline for the Submission of Quotation	02.00pm , <i>Wednesday, June 14, 2017 and Sri Lanka, Colombo</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<p>1. Documents to accept the offer as responsive:</p> <input checked="" type="checkbox"/> Business registration <input checked="" type="checkbox"/> Previous local projects and supply reference list and scope <input checked="" type="checkbox"/> Authorization from the original equipment manufacturer <input type="checkbox"/> HR and technical staff capacity (Including partners, and joint ventures) supporting commissioning, servicing and maintenance. <input type="checkbox"/> Proof of financial capacity <p>2. Documents to be submitted for RFQ evaluation:</p> <input checked="" type="checkbox"/> Duly completed Price Schedule – Annex 2 <input checked="" type="checkbox"/> Delivery Schedule – Annex 3 <input checked="" type="checkbox"/> Technical data sheets, catalogues etc. <input checked="" type="checkbox"/> Warranty and After-Sales Information
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 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.
Payment Terms	<input checked="" type="checkbox"/> 30 days Credit
Evaluation Criteria	<input checked="" type="checkbox"/> Submission of documents to qualify as a responsive bidder (Refer to 'Documents to be submitted') <input checked="" type="checkbox"/> Submission of documents for RFQ evaluation (Refer to 'Documents to be submitted') <input type="checkbox"/> Warranty and After-Sales arrangement <input checked="" type="checkbox"/> Price
UNDP will award to:	<input checked="" type="checkbox"/> One or more suppliers (Not more than one supplier per each Lot) *Upon the request of UNDP, suppliers must be able to provide/produce the samples of the quoted items prior to the confirmation of the order.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order

Conditions for Release of Payment	<input type="checkbox"/> Completion of Installation, commissioning and training at site. <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Price Schedule (Annex 2) <input checked="" type="checkbox"/> Delivery Schedule (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4).  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	<a href="mailto:procurement.lk@undp.org">procurement.lk@undp.org</a> Head of Procurement/Administration  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.

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 4.

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 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,**

Head of Procurement/Administration  
United Nations Development Programme (UNDP)  
202-204 Bauddhaloka Mawatha  
Colombo 07, Sri Lanka.

## Annex 1: Technical Specification

### Lot 1: Palm Based Product Processing Equipment

Item No	Description of Goods																							
1	Steam Double Jacketed Pan with Agitator	<table><tr><th>Item</th><th>Minimum Specifications</th></tr><tr><td>Type</td><td>3.5 – 4 KG pressure jacketed pan, With Lid</td></tr><tr><td>Capacity</td><td>90 – 100 L bottom discharge steam jacketed pan transfer with pump</td></tr><tr><td>Food grade stainless steel</td><td>304</td></tr><tr><td>Processing Product:</td><td>Sweet Toddy</td></tr><tr><td>Agitator RPM</td><td>36-45</td></tr><tr><td>Power supply</td><td>3ph-50 Hz-380V</td></tr><tr><td colspan="2">Temperature control ( digital )</td></tr><tr><td>Accessories</td><td>All relevant accessories should be supplied</td></tr><tr><td>After sales services</td><td>Required, Pls specify if conditions apply</td></tr><tr><td>Warranty</td><td>1 year</td></tr></table>	Item	Minimum Specifications	Type	3.5 – 4 KG pressure jacketed pan, With Lid	Capacity	90 – 100 L bottom discharge steam jacketed pan transfer with pump	Food grade stainless steel	304	Processing Product:	Sweet Toddy	Agitator RPM	36-45	Power supply	3ph-50 Hz-380V	Temperature control ( digital )		Accessories	All relevant accessories should be supplied	After sales services	Required, Pls specify if conditions apply	Warranty	1 year
		Item	Minimum Specifications																					
		Type	3.5 – 4 KG pressure jacketed pan, With Lid																					
		Capacity	90 – 100 L bottom discharge steam jacketed pan transfer with pump																					
		Food grade stainless steel	304																					
		Processing Product:	Sweet Toddy																					
		Agitator RPM	36-45																					
		Power supply	3ph-50 Hz-380V																					
		Temperature control ( digital )																						
		Accessories	All relevant accessories should be supplied																					
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		Item	Minimum Specifications																					
		Type	3.5 – 4 KG pressure jacketed pan, With Lid																					
		Capacity	100 L for tilting and mixing																					
		Food grade stainless steel	304																					
		Processing Product:	Sweet Toddy																					
		Agitator RPM	36-45																					
		Power supply	3ph-50 Hz-380V																					
		Accessories	All relevant accessories should be supplied																					
		Temperature control ( digital )																						
		After sales services	Required, Pls specify if conditions apply																					
		Warranty	1 year																					
		2	Pumps with connecting Stainless Steel pipes for transfer the Palm based Products	a. From Steam double Jacketed pan to settling Tank																				
				b. From Settling tank to bottle filling unit																				



3	<b>Boiler</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Type	Steam
	Pressure	7 MPa
	Food grade stainless steel	304
	Evaporation	100 Kg/h
	Fuel	Kerosene/Diesel
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied including connecting pipes
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year
4	<b>Settling tank with Agitator (including the lid)</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Capacity	200 L
	Adjustable RPM	Max. 1250
	Food grade stainless steel	304
	Mixing power	0.5 – 1Kw
	Clear visual for sediment	
	Power supply	3ph-50 Hz-380V
	Accessories	Lid & All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year
5	<b>Bottle filling machine</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Type	Four head semi – automatic bottle filling machine
	Fill Capacity	190 ml standard glass bottle
	Food grade stainless steel	304
	Output	Min 100 bottles per hour
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year

6	<b>Crown capping machine</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Type	Semi – Automatic
	Type of bottles	Glass (190 ml standard glass bottle)
	Food grade stainless steel	304
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year

**Lot 2: Food processing & packing Equipment**

1	<b>Sugar and spices packing machine with following components:</b>	
	<p><b>a. Elevator for gear box feeding to packing machine</b></p> <p><b>b. Weigh metric packing machine – Four head weigher</b></p> <p><b>c. Air Compressor - 5 HP, 300 L tank capacity</b></p>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Type	Fully automatic
	Packing materials	PET polythene
	Packing speed	3-5 Pouches per min
	Pack size range	10 gm to 1 kg
	Packing Items	Any free flow grains, seeds, sugar etc
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year

2	<b>Packing machine for Rice Flour &amp; Steamed wheat flour</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Type	Fully automatic
	Packing materials	PET polythene
	Packing speed	100 Pouches per Hour
	Pack size range	½ kg & 1 kg
	Packing Items	Rice Flour, steamed wheat flour
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year
3	<b>Groundnut splitter ( Kernel removing)</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Type	12" decorticator with separator
	Capacity	6 to 8 bag ( 240 to 280 kg )
	Quality separator	3 sizes separate
	Screen	1+3 sizes screen included
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year
4	<b>Rice flour roaster</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Batch type	Heavy type
	Capacity	50 kg
	Insulation	Glass wool Insulation
	Fuel	Gas
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year
5	<b>Rice Polisher</b>	
	<b>Item</b>	<b>Minimum Specifications</b>
	Capacity	700 Kg per Day
	Motor Capacity	10 HP
	Belt Capacity	15 HP
	Power supply	3ph-50 Hz-380V
	Accessories	All relevant accessories should be supplied
	After sales services	Required, Pls specify if conditions apply
	Warranty	1 year

## Annex 2: Price Schedule

### Lot 1: Palm Based Product Processing Equipment

Item No	Description of Goods/Services		Unit	Quantity	Price (LKR)
1	Steam Double Jacketed Pan with Agitator	90 – 100 L bottom discharge steam jacketed pan transfer with pump	No	1	
		Capacity:100 L tilting and mixing	No	1	
2	Pumps with connecting Stainless Steel pipes for transfer the Palm based Products	a. From Steam double Jacketed pan to settling Tank	No	1	
		b. From Settling tank to bottle filling unit	No	1	
3	Boiler		No	2	
4	Settling tank with Agitator (including the lid)		No	2	
5	Bottle filling machine ( four head semi – automatic bottle filling machine )		No	1	
6	Crown capping machine		No	1	
	Sub Total for Equipment				
	Transportation to Vavuniya, Installation, Commissioning & Training  Loading and unloading of all required machineries, equipment should be done by the supplier to the site in Vavuniya Installation of relevant machines, equipment and parts should be completed by the supplier				
	All other expenses including Import Tax (as applicable) Customs Clearance, Local Handling, Warranty etc.				
	<b>NBT</b>				
	<b>VAT</b>				
	<b>TOTAL PRICE</b>				

**Lot 2: Food processing & packing Equipment**

<b>Item No</b>	<b>Description of Goods/Services</b>	<b>Unit</b>	<b>Quantity</b>	<b>Price (LKR)</b>
1	<b>Sugar and spices packing machine with following:</b> <b>a. Elevator for gear box feeding to packing machine</b>  <b>b. Weigh metric packing machine – Four head weigher</b>  <b>c. Air Compressor</b>	No	1	
2	Packing machine for Rice Flour & Steamed wheat flour	No	1	
3	Groundnut splitter ( Kernel removing)	No	1	
4	Rice flour roaster	No	1	
5	Rice Polisher	No	1	
	Sub Total for Equipment			
	Transportation to Vavuniya, Installation, Commissioning & Training  Loading and unloading of all required machineries, equipment should be done by the supplier to the site in Vavuniya. Installation of relevant machines, equipment and parts should be completed by the supplier			
	All other expenses including Import Tax (as applicable) Customs Clearance, Local Handling, Warranty etc.			
	<b>NBT</b>			
	<b>VAT</b>			
	<b>TOTAL PRICE</b>			

### Annex 3: Delivery Schedule

#### Lot 1: Palm Based Product Processing Equipment

Description of Goods/Services	In Weeks from the date of Purchase Order
Supply of Machinery and Equipment at site	Weeks
Installation	Weeks
Commissioning	Weeks
Training	Weeks
<b>Total Weeks</b>	<b>Weeks</b>

#### Lot 2: Food processing & packing Equipment

Description of Goods/Services	In Weeks from the date of Purchase Order
Supply of Machinery and Equipment at site	Weeks
Installation	Weeks
Commissioning	Weeks
Training	Weeks
<b>Total Weeks</b>	<b>Weeks</b>

## **Annex 4 - 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.